



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

**June 26, 2019**  
6:00 p.m.

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**1. CALL TO ORDER:**

**2. ROLL CALL:**

**3. 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.”

**4. PLEDGE OF ALLEGIANCE:**

**5. APPROVAL OF THE MINUTES:**

- a. Regular Meeting Minutes of May 22, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

**6. PROCLAMATIONS/PRESENTATIONS:**

- a. Recognition of outgoing Parks and Recreation Commissioner Denise Delgado
- b. Recognition of outgoing Utility Users Tax Citizens Oversight Committee Member Mario Zamora
- c. Recognition of outgoing Economic Development | Planning Sub-Committee Member Mike Etheridge
- d. Recognition of outgoing Planning Commissioners Mike Etheridge and Mario Zamora

7. **WRITTEN COMMUNICATIONS:**

8. **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/Utility Billing Refunds/FY 2018-19 Expenditures as of June 26, 2019, \$4,382,466.83.
- b. Ordinance No. 1138 approving Change of Zone No. 18-03 to add the RC (Retail - Cannabis) Overlay Zone to the existing C-G (General Commercial) zone amending the Official Zoning Map for property located at the southwest corner of Grapefruit Boulevard and 6th Street. HOTN/ Sinsemilla, Applicant. (Second Reading)
- c. Authorize City Manager to execute Agreement between County of Riverside and City of Coachella for Household Hazardous Waste Collection Program.
- d. Authorize award of Amendment No. 1 to the Maintenance Agreement between the City of Coachella and Siemens Mobility, Inc., approving an additional one year term extension.
- e. Authorize fee waiver for the Friends of the Coachella Library facility use rental permit.
- f. Investment Report - March 2019, April 2019, May 2019
- g. Authorize Letter of Intent Submittal to the Desert Healthcare Foundation for Two Outdoor Fitness Gyms, Shade Structures, and Eight Drinking and Water Bottle-Filling Stations at Central Park and Rancho Las Flores Park II
- h. Authorize a Community Based Grant to Organizacion en California de Lideres Campesinas, Inc., in the Amount of \$500.00 to Help Defray Travel Expenses
- i. Approve a Community Based Grant to Desert United Soccer Club in the Amount of \$1,000 to Defray the Cost of Travel to the California Regional League Soccer Tournament
- j. Annual Purchase of Billboard Advertisement from Lamar Advertising
- k. Approve a Community Based Grant to the Animal Samaritans in the Amount of \$1,000.00 to Support Its Adoption Alliance Animal Rescue Program
- l. Approve a Community Based Grant to About Families in the Amount of \$1,000.00 to Support Parenting Classes for Families Raising Children
- m. Adopt Resolution No. 2019-37 Authorizing the City Manager to Execute a Standard Agreement with the State of California Department of General Services for Grant Funds Awarded in the Amount of \$65,088 through the Alcohol Policing Partnership Program Administered by the Department of Alcoholic Beverage Control

- n. Amendment No. 1 to Professional Service Agreement with Southern California Soils and Testing (SCST) to provide Materials testing and Inspection Service for Various City Capital Projects.
- o. Authorize the City Manager to Execute a Professional Services Agreement with BSK Associates (BSK) for Laboratory Services in the Amount of \$120,000.00
- p. Authorize the City Manager to Execute a Professional Services Agreement with Olson Engineering System, INC, for Professional Engineering Services in the Amount not to Exceed \$25,000.00. City Project W-40 - Whitewater Wash Bridge Pipeline at Dillon Road Repair
- q. Award A Community Based Grant to the American Youth Soccer Association in the Amount of \$1,000 to Help Defray the Travel Expenses to Participate in the National Games in Honolulu, Hawaii

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

- a. Consideration to Appoint New Members and Alternate Member to the Coachella Planning Commission.
- b. Appointment of three new Commissioners and an Alternate Commissioner to the Coachella Parks and Recreation Commission.
- c. Sponsorship Request by the 2019 Official Latino Film and Arts Festival
- d. Sponsorship Request for the 3rd Annual East Coachella Valley LGBTQ Pride Festival.
- e. Provide direction pertaining to sponsorship of the 2019 Date Harvest Fest and execution of lease agreement for Rancho Las Flores Park.
- f. Authorize the City Manager to Execute a Grant Agreement with Accelerator for America in the Amount of \$50,000 to Support the City's Opportunity Zone Endeavors
- g. Payment to the Imperial Irrigation District for an amount of \$122,414.98 for the underground of electrical distribution facilities and the removal of existing overhead power for the City Project ST-78; Avenue 48 Street Improvements (Underground of Electrical Utility).

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

- a. Roots Retail Cannabis Microbusiness and Café Project
  - 1) Resolution No. 2019-20, approving Conditional Use Permit (CUP 306) to allow a 4,080 square foot retail cannabis microbusiness consisting of retail space, coffee shop, delivery office, conference rooms, offices, manufacturing space and a parking lot in a vacant building located at 791 Orchard Avenue.
  - 2) Ordinance No. 1139, approving Change of Zone (CZ 18-04) to add the RC (Retail Cannabis) overlay zone to the existing R-M (Multiple Family Residential) zone at 791 Orchard Avenue (First Reading).

- b. Ordinance No. 1140 amending zoning regulations regarding commercial cannabis activity facilities and retail cannabis businesses in order to expand the allowable locations and increase the number of allowable retailers, modify current zoning regulations for cannabis activity facilities, and make conforming amendments. (First Reading)
- c. Public Hearing for Resolution No. 2019-10 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for Fiscal Year 2019/2020 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38.

**11. 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.”

**12. REPORTS AND REQUESTS:**

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

**13. 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 5.a.**





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

## 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

**May 22, 2019**

5:00 p.m.

6:00 p.m.

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**1. CALL TO ORDER: — 5:00 P.M.**

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:09 p.m. in the Council Chamber at City Hall by Mayor Pro Tem Martinez.

**2. ROLL CALL:**

Present: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez (*absent during Closed Session and joined the dais at 6:00 p.m.*), Mayor Pro Tem Martinez, and Mayor Hernandez (*arrived at 5:13 p.m.*).

Absent: None.

*Item 8, Approval of the Agenda, was moved up to this point of the meeting:*

**APPROVAL OF AGENDA:**

City Attorney Carlos Campos stated there were two urgency items that came to the City's attention after the posting of the agenda and asked Council to add two items to Closed Session (as Items 4.b. and 4.c.); and City Manager Bill Pattison asked for one item to be added to Presentations as Item 10.e.

Motion: To add to the agenda the two Closed Session and one Presentation items.

Made by: \*Mayor Pro Tem Martinez

Seconded by: \*Councilmember Bautista

Approved: 3-0, by a unanimous roll call vote:

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

*\*See notes under Item 7.*

**3. PUBLIC COMMENTS (CLOSED SESSION ITEMS):**

None.

*Mayor Pro Tem Martinez left the meeting at 6:00 p.m.*

**4. ADJOURN TO CLOSED SESSION:**

Mayor Pro Tem Martinez asked Council to convene into Closed Session at 5:10 p.m.

- a. 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
- b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Desert Valleys Builders Association V. City Of Coachella, et al,  
Superior Ct. of California, County of Riverside, Case No. RIC 1900832
- c. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Cesar Manuel Garcia v. City of Coachella, et al,  
Superior Ct. of California, County of Riverside, Case No. PSC 1704926

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

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

**6. PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by Coachella Valley Mosquito and Vector Control District's General Manager Jeremy Wittie.



**7. CLOSED SESSION ANNOUNCEMENTS:**

\*City Attorney Carlos Campos made a clarification for the record [*Approval of the Agenda on page 1*]. We did add two items to Closed Session and we want to clarify that Mayor Pro Tem Martinez called roll call on the vote. We are going to interpret that as motioning the first and Councilmember Bautista made the first vote on adding the two Closed Session items. We are, for the record, stating that as being the second. There was a 3-0 vote to add the two items to the Closed Session agenda.

There was one reportable action on Closed Session. With a motion by Mayor Pro Tem Martinez and a second by Councilmember Beaman Jacinto, the City Council approved with a 4-0 vote the Settlement Agreement in the case of Cesar Manuel Garcia v. City of Coachella, Case No. PSC 1704926. Under the terms of settlement provided a dismissal with prejudice against the City of Coachella. This is essentially a walk away when both parties are responsible for their own choices. A copy of the Settlement Agreement is available in the City Clerk's Office for review.

*Item 8, Approval of the Agenda, was moved to the beginning of the meeting following roll call. See page 1.*

**9. APPROVAL OF THE MINUTES:**

- a. Regular Meeting Minutes of May 8, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve the minutes as presented

Made by: Councilmember Beaman Jacinto

Seconded by: Councilmember Gonzalez

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

**10. PROCLAMATIONS/PRESENTATIONS:**

- a. Presentation from the Coachella Valley Mosquito and Vector Control District
- b. Sponsorship Request in the amount of \$32,000.00 for the pilot for the Kiko Television Series
- c. Sponsorship Request in the amount of \$50,000.00 by the Official Latino Film Festival to be held October 31 – November 3, 2019, in Coachella.

Public Comments: Pepe Serna

- d. Sponsorship Request in the amount of \$12,000.00 by Eastern Coachella Valley Pride event to be held October 26, 2019.

- e. Presentation on a proposed Coachella Art & Music Development Center by Culturas and the request for use of the City facility located on Second Street and Vine Avenue.

Public Comments: Irene N. Rodriguez  
Keith Engber  
Jonathan Becera

*The City Council was in recess from 8:26 p.m. to 8:30 p.m.*

**11. WRITTEN COMMUNICATIONS:**

None.

**12. CONSENT CALENDAR:**

- a. Voucher Listings — Utility Billing Refunds/FY 2018-19 Expenditures as of May 22, 2019, \$1,884,117.46.
- b. Establish the Appropriation Limits for Fiscal Year 2019-20
  - 1. Adopt Resolution No. 2019-26; establishing the appropriation limit for the City of Coachella for fiscal year 2019-20.
  - 2. Adopt Resolution No. SD-2019-02; establishing the appropriations limit for the Coachella Sanitary District for fiscal year 2019-20
  - 3. Adopt Resolution No. FD-2019-02; establishing the appropriations limit for the Coachella Fire Protection District for fiscal year 2019-20.
- c. Resolution No. 2019-28 Authorizing Submittal of Application(s) for All CalRecycle Grants for Which the City of Coachella is Eligible
- d. Resolution No. 2019-31 Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds (for grant identification purposes, this park site is labeled, "Central Park")
- e. Resolution No. 2019-32 Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds (Rancho Las Flores Park Phase II)
- f. Resolution No. 2019-33, a Resolution of the City Council of the City of Coachella, California, Amending the Budget for Fiscal Year 2018-2019
- g. Investment Report - February 2019

- h. Approval of the execution of Amendment No. 1 to the Bagdouma Park Landscape Maintenance Agreement with Vintage Landscape, for a one year term extension in the amount of \$149,666.52.
- i. Approval of the execution of Amendment No. 1 to the City Medians and Downtown Sixth Street Landscape Maintenance Agreement with Vintage Landscape, for a one year term extension in the amount of \$51,071.04.
- j. Approval of Increasing the Community Based Grant Program Fund by \$5,000 in order to Support Additional Nonprofit Funding Requests

Motion: To approve per staff recommendation, Consent Calendar Items 12.a. through 12.j.

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

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

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

- a. Fiscal Year 2019-2020 Budget Adoption
  - 1. Resolution No. 2019-27, Approving the Fiscal Year 2019-2020 City of Coachella Annual Budget
  - 2. Resolution No. CBL-2019-02, Approving the Fiscal Year 2019-2020 Coachella Educational and Governmental Access Cable Corporation Annual Budget
  - 3. Resolution No. SD-2019-03, Approving the Fiscal Year 2019-2020 Coachella Sanitary District Annual Budget
  - 4. Resolution No. WA-2019-02, Approving the Fiscal Year 2019-2020 Coachella Water Authority Annual Budget
  - 5. Resolution No. FD-2019-03, Approving the Fiscal Year 2019-2020 Coachella Fire Protection District Annual Budget

Motion: To approve per staff recommendation.

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

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

- b. Resolution No. 2019-29 authorizing a Reduced Park User Fee for Memorandum of Understanding (MOU) Youth Sport Leagues through June 30, 2020.

Motion: To approve per staff recommendation with the caveat that the Parks and Recreation Commission consider a reduction in adult fees.

Made by: Councilmember Bautista  
Seconded by: Mayor Hernandez  
Approved: 4-0, by the following roll call vote:

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

- c. Resolution No. 2019-30 of the City Council of the City of Coachella, California, Objecting to the Public Sale of a Developed Parcel of Land Located at 85-811 Grapefruit Boulevard (Assessor Parcel Number 778-061-001-4), and Authorizing the Purchase of the Parcel From the Riverside County Treasurer-Tax Collector.

Motion: To approve per staff recommendation.

Made by: Mayor Hernandez  
Seconded by: Councilmember Bautista  
Approved: 4-0, by the following roll call vote:

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

- d. Resolution No. 2019-34, a Resolution of the City Council of the City of Coachella Amending the "City of Coachella City Council Policies, Rules and Procedures" Pertaining to the Order of Business and Public Comments.

Motion: To set time of **8:00 p.m.** for **Public Comments** and move **Approval of the Agenda to Item 3** after Roll Call.

Made by: Councilmember Gonzalez

Seconded by: Mayor Hernandez

Approved: 3-1-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Council-member Gonzalez and Mayor Hernandez

NOES: Councilmember Bautista.

ABSTAIN: None.

ABSENT: Mayor Pro Tem Martinez.

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

- a. Roots Retail Cannabis Microbusiness and Café Project

1. Resolution No. 2019-20, Conditional Use Permit (CUP 306) to allow a 4,080 square foot retail cannabis microbusiness consisting of retail space, coffee shop, delivery office, conference rooms, offices, manufacturing space and a parking lot in a vacant building located at 791 Orchard Avenue.

2. Ordinance No. 1139, Change of Zone (CZ 18-04) to add the RC (Retail Cannabis) overlay zone to the existing R-M (Multiple Family Residential) zone at 791 Orchard Avenue.

Public Comments: None.

Motion: To **continue** item to the City Council Meeting of June 12, 2019

Made by: Councilmember Beaman Jacinto

Seconded by: Councilmember Bautista

Approved: 3-0-1, by the following roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto and Mayor Hernandez

NOES: None.

ABSTAIN: Councilmember Gonzalez.

ABSENT: Mayor Pro Tem Martinez.

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

- a. Maria Esperanza Guzman
- b. Brad Anderson

**16. REPORTS AND REQUESTS:**

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

**17. ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 9:50 p.m. in honor of Eduardo Vega Garcia, Sr., the father of former Coachella Mayor and current Assemblymember Garcia; and the aunt (Sofia Prieto) and uncle (Jose Prieto) of Mayor Pro Tem Martinez who were killed as a result of a recent street racing accident in Coachella.

Respectfully Submitted,



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Andrea Carranza, MMC  
Deputy City Clerk

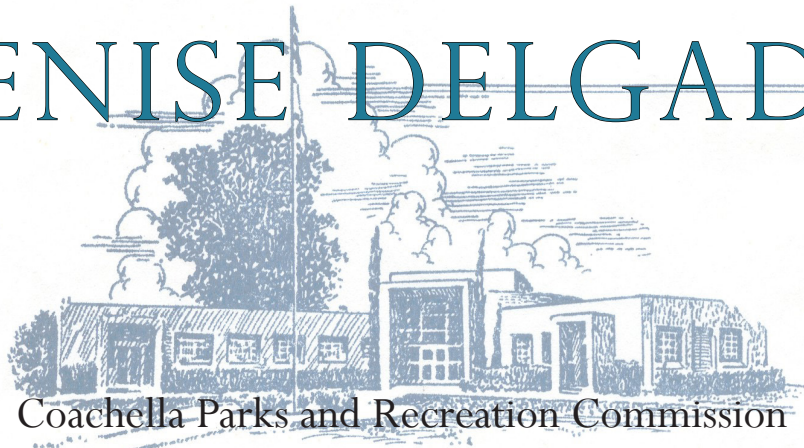
**ITEM 6.a.**





CITY OF COACHELLA  
IN APPRECIATION

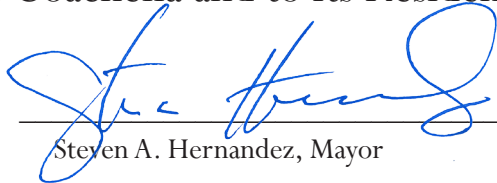
DENISE DELGADO



Coachella Parks and Recreation Commission  
December 2017 through June 2019



For her Outstanding Dedication and Commitment  
to Community Service in the  
City of Coachella and to Its Residents

  
\_\_\_\_\_  
Steven A. Hernandez, Mayor

06/26/2019  
Date

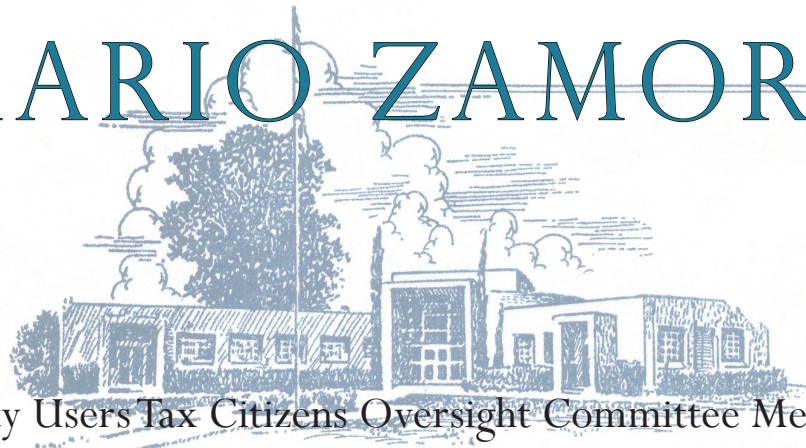


**ITEM 6.b.**



CITY OF COACHELLA  
IN APPRECIATION

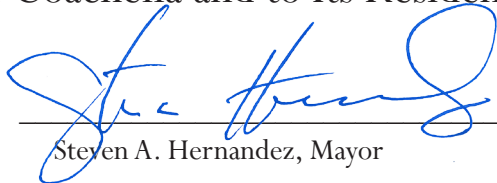
MARIO ZAMORA



Utility Users Tax Citizens Oversight Committee Member  
January 2011 through June 2019



For his Outstanding Dedication and Commitment  
to Community Service in the  
City of Coachella and to Its Residents

  
\_\_\_\_\_  
Steven A. Hernandez, Mayor

06/26/2019  
Date



**ITEM 6.c.**





CITY OF COACHELLA  
IN APPRECIATION

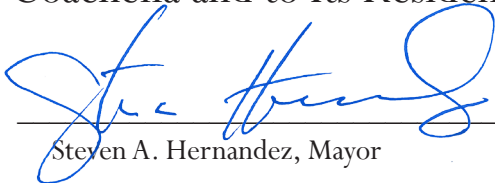
MIKE ETHERIDGE



Economic Development | Planning Sub-Committee Member  
April 2015 through June 2019



For his Outstanding Dedication and Commitment  
to Community Service in the  
City of Coachella and to Its Residents

  
Steven A. Hernandez, Mayor

06/26/2019  
Date



ITEM 6.d.



CITY OF COACHELLA  
IN APPRECIATION

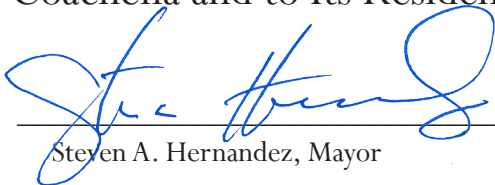
MIKE ETHERIDGE



Coachella Planning Commission  
January 2016 through June 2019

For his Outstanding Dedication and Commitment  
to Community Service in the  
City of Coachella and to Its Residents



  
\_\_\_\_\_  
Steven A. Hernandez, Mayor

06/26/2019  
Date



CITY OF COACHELLA  
IN APPRECIATION

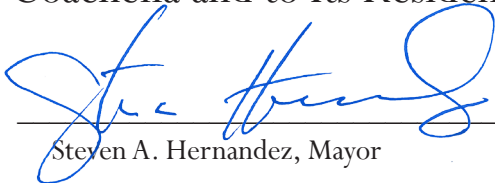
MARIO ZAMORA



Coachella Planning Commission  
April 2011 through June 2019



For his Outstanding Dedication and Commitment  
to Community Service in the  
City of Coachella and to Its Residents

  
\_\_\_\_\_  
Steven A. Hernandez, Mayor

06/26/2019  
Date





**ITEM 8.a.**



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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>
105220	5/23/2019	50043 EL SOL NEIGHBORHOOD	2019	5/23/2019	COMMUNITY BASED GRANT	891.25	891.25
<b>Sub total for WELLS FARGO BANK:</b>							891.25

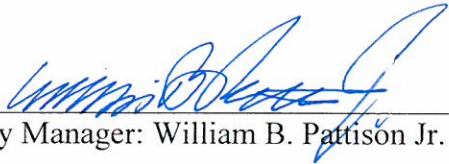
1 checks in this report.

Grand Total All Checks:

891

-32-

Date: May 23, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

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Bank : wfb WELLS FARGO BANK

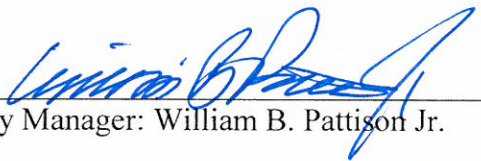
<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
105221	5/30/2019	50756	BURKE RIX COMMUNICATIONS	Summit	5/30/2019	SPONSOR FOR 2019 SO CAL	15,000.00	15,000.00
<b>Sub total for WELLS FARGO BANK:</b>							15,000.00	

1 checks in this report.

Grand Total All Checks: 15,000.00

-34-

Date: May 30, 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
105222	6/12/2019	52366	ALTA LANGUAGE SERVICES, IIS429841	4/30/2019	APR SVCS: BILINGUAL ASSES	100.00	100.00
105223	6/12/2019	53274	APOLLO WOOD RECOVERY, I1379NFL 6508S	5/13/2019 5/9/2019	IPEMA CERTIFIED PLAYFIBER	2,686.00 3,979.00	6,665.00
105224	6/12/2019	42837	ARAMARK UNIFORM SERVICE I21589924 21606072 21608733	5/2/2019 5/10/2019 5/11/2019	NIKE FEMALE MICRO PIQUE	56.50 54.34 228.24	339.08
105225	6/12/2019	42251	ARCOS, MARIA Ck 6/12/19	5/7/2019	VOUCHER 65, 4/3-5/7	296.12	296.12
105226	6/12/2019	50334	ATHALYE CONSULTING ENGINEERING INV-0003443844 INV-0003445928	5/22/2019 5/22/2019	PE4/28 SR-86/AVE50 INTERCITY	25,310.66 17,963.96	43,274.62
105227	6/12/2019	48669	AUTOZONE 5552688452 5552786763 5552899389 5552915399	1/3/2019 2/28/2019 4/30/2019 5/9/2019	BLUE SHOP TOWEL, ARMOR AA EXTREME TIRE & SHOP T TWAX CAR WASH, AA EXTRE BLACK NITRILE 100 SAS	28.22 13.03 20.41 84.76	146.42
-35- 105228	6/12/2019	45929	BECK OIL, INC. 25428CL 356528 25313CL 25315CL 25319CL 25321CL 25325CL 25350CL 25364CL 25376CL 25384CL 25385CL	5/15/2019 5/13/2019 5/15/2019 5/15/2019 5/15/2019 5/15/2019 5/15/2019 5/15/2019 5/15/2019 5/15/2019 5/15/2019 5/15/2019 5/15/2019	PE5/15 GRAFFITI DEPT FUEL SHELL SPIRAX S4 AX 80W-90 PE5/15 ENG DEPT FUEL PE5/15 LLMD DEPT FUEL PE5/15 STREETS DEPT FUEL PE5/15 WATER DEPT FUEL PE5/15 PARKS DEPT FUEL PE5/15 SENIOR CNTR FUEL PE5/15 CODE ENF DEPT FUE PE5/15 SANITARY DEPT FUEL PE5/15 VEHICLE MAINT DEPT PE5/15 ADMIN DEPT FUEL	442.18 221.36 161.54 142.27 1,166.95 414.84 1,043.04 372.97 489.63 940.12 241.66 55.97	5,692.53
105229	6/12/2019	49486	BRC CONSTRUCTION 2019188 2019189	5/21/2019 5/22/2019	INSTLL'D FOOTING & BLOCK RPLC'D GATE @ FIRE STATIC	980.00 960.00	1,940.00
105230	6/12/2019	43862	BRENNTAG PACIFIC, INC BPI294839 BPI943513	5/8/2019 5/9/2019	4/25 DRUM RETURN SODIUM HYPOCHLORITE	-600.00 2,178.75	1,578.7
105231	6/12/2019	52723	BRIGHT EVENT RENTALS, LLC 500319 502161	5/15/2019 5/22/2019	5/12-13 TENT+CONCRETE BL 5/19-20 TENT+CONCRETE BL	2,542.75 2,542.75	5,085.5
105232	6/12/2019	50977	BRISAS AIR CONDITIONING INC 10766 10780	3/28/2019 4/3/2019	SVC'D A/C UNITS @ COMMUN SVC'D A/C UNITS @ COMITE	410.28 329.55	739.8

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check To
105233	6/12/2019	01109	BSN SPORTS INC.	904695130	3/12/2019	MAC WOOD FILLED IN GROU	-138.32
				905163822	4/29/2019	BISON EASY-UP YOUTH MINI	2,496.64
105234	6/12/2019	44494	BURRTEC WASTE & RECYCLIBD	4/30/19	4/30/2019	APR2019 SWEEPER BOXES,	3,205.42
				BD 3/31/19	3/31/2019	MAR2019 SWEEPER BOXES,	10,060.59
							13,266.01
105235	6/12/2019	44494	BURRTEC WASTE & RECYCLIBD	5/1/19	5/1/2019	AC 44-BS 405340, 85075 AVE	86.52
							86.52
105236	6/12/2019	42506	BURRTEC WASTE INDUSTRIESS2-	1819	5/28/2019	SS2 FY18/19 REFUSE COLLE	901,684.19
							901,684.19
105237	6/12/2019	46445	CALIFORNIA BUILDING STAN	Jan-Mar 2019	4/11/2019	JAN-MAR2019, SB1473 QTRL	207.90
							207.90
105238	6/12/2019	43856	CARQUEST AUTO PARTS	7339-731348	5/2/2019	BATTERY	36.06
							36.06
105239	6/12/2019	53276	CERVANTES, JESUS	Scholarship	5/8/2019	2019 CYBSA SCHOLARSHIP-	55.00
							55.00
105240	6/12/2019	43710	CHARLES P CROWLEY COMP	25843	5/10/2019	MINERAL OIL	136.17
							136.17
105241	6/12/2019	02327	CINTAS CORPORATION #150	4021281147	5/6/2019	5/6 MAT MAINTENANCE	99.49
							99.49
105242	6/12/2019	07950	CITY OF COACHELLA	Apr 2019	4/30/2019	APR2019 WATER- ST, PARKS	20,517.74
				Apr 2019-LLD's	4/30/2019	APR2019 WATER- LLD'S	14,423.91
							34,941.65
105243	6/12/2019	53220	COACHELLA ACE HARDWARE	83/1	5/5/2019	AIRWICK OIL FRESH WTR &	43.25
				104/1	5/16/2019	NOZZLE GUN, BATTERY 4PK	54.33
							97.58
105244	6/12/2019	01924	CONSOLIDATED ELECTRICAL	3298-408647	4/30/2019	175W MERC VAPOR	94.61
				3298-408681	4/30/2019	BLK MIGHTY POST	33.04
							127.65
105245	6/12/2019	00214	CORONET CONCRETE PROD	1104275	4/29/2019	6.0 SACK EQ 60/40 FA	209.50
							209.50
105246	6/12/2019	11800	COUNTY OF RIVERSIDE	AN0000001638	5/13/2019	APR2019 ANML SHLTR+FIELD	20,748.70
							20,748.70
105247	6/12/2019	09650	CVAG	Apr2019	5/13/2018	APR2019 LDMF/MSF FEES	8,627.85
				Apr2019	5/13/2019	APR2019 TUMF FEES	13,893.64
							22,521.49
105248	6/12/2019	09950	CVWD	15513	5/8/2019	FY17/18 INDIO SUBBASIN ANI	19,377.54
							19,377.54
105249	6/12/2019	00712	DEPARTMENT OF CONSERVA	Jan-Mar2019	4/11/2019	JAN-MAR2019 SMI QTRLY RE	557.33
							557.33
105250	6/12/2019	12870	DEPARTMENT OF JUSTICE	376001	5/6/2019	APR2019 BLOOD ALCOHOL A	70.00
				376051	5/6/2019	JAN2019 BLOOD ALCOHOL AI	175.00
							245.00
105251	6/12/2019	01089	DESERT ELECTRIC SUPPLY	S2634250.001	4/25/2019	LEV 8756 4KV PULSERATED I	92.99
							92.99
105252	6/12/2019	13300	DESERT FIRE EXTINGUISHER	259625	5/9/2019	5/9 FIRE EXTINGUISHER SVC	595.92
				737806	5/13/2019	5/13 WET CHEM SVC @ RLF I	163.18
				737807	5/13/2019	5/13 WET CHEM SVC @ BGD I	167.53
							926.63
105253	6/12/2019	52970	DESERT POOL SPECIALISTS,	122009	5/2/2019	MAY2019 FOUNTAIN SVCS	325.00
							325.00
105254	6/12/2019	48359	DESERT STEEL SUPPLY	16243	5/2/2019	SQ TUBE	148.44
							148.44

-36-



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105255	6/12/2019	13700	DEWEY PEST CONTROL INC.	AC934340-AP	4/1/2019	AC934340, APR2019, SANITAF	150.00
				AC1062335-AP	4/1/2019	AC1062335, APR2019, CORP `	141.00
				12536415	4/1/2019	AC1126447, APR2019, SNACK	30.00
				12545198	4/1/2019	AC1404426, APR2019, LIBRAF	85.00
				12549806	4/1/2019	AC102942, APR2019, ADMIN	58.50
				12550648	4/1/2019	AC1008112, APR2019, COMMI	41.00
				12557422	4/1/2019	AC103361, APR2019, SENIOR	80.00
				12562143	4/1/2019	AC241000, APR2019, PLANNII	37.00
				12583618	4/1/2019	AC1067451, APR2019, WATEF	36.00
				AC934340-MY	5/1/2019	AC934340, MAY2019, SANITAF	150.00
				AC1062335-MY	5/1/2019	AC1062335, MAY2019, CORP `	141.00
				12602769	5/1/2019	AC1126447, MAY2019, SNACK	30.00
				12642391	5/1/2019	AC1178382, MAY2019, BOXIN	42.00
				12642400	5/1/2019	AC1161434, MAY2019, BGDM/	65.00
				12611366	5/1/2019	AC1404426, MAY2019, LIBRAF	85.00
				12616340	5/1/2019	AC102942, MAY2019, ADMIN	58.50
				12616683	5/1/2019	AC1008112, MAY2019, COMMI	41.00
				12623791	5/1/2019	AC103361, MAY2019, SENIOR	80.00
				12628811	5/1/2019	AC241000, MAY2019, PLANNII	37.00
				12631323	5/1/2019	AC1318239, MAY2019, FREDE	30.00
				12631324	5/1/2019	AC1318244, MAY2019, BGDM/	30.00
				12631325	5/1/2019	AC1318235, MAY2019, 84641 ,	30.00
				12631328	5/1/2019	AC1318236, MAY2019, RLF SN	40.00
				12631331	5/1/2019	AC1315475, MAY2019, 53990 I	120.00
				12631345	5/1/2019	AC1281215, MAY2019, SIERR/	300.00
				12631346	5/1/2019	AC1281218, MAY2019, BAGDC	900.00
				12650147	5/1/2019	AC1067451, MAY2019, WATEF	36.00
							2,874.00
105256	6/12/2019	42442	DIRECTV	36230393239	5/3/2019	MAY2019 BUSINESS XTRA PK	188.22
105257	6/12/2019	00268	EL INFORMADOR DEL VALLE	2018-170	5/9/2019	5/2 ADS: SUAVECITO SUNDA`	550.00
				2018-171	5/9/2019	5/2 AD: CITY OF COACHELLA	126.00
							676.0
105258	6/12/2019	51401	ENCHANTED MEMORIES PAR	3498	5/12/2019	5/12 FUN DIRECTOR TEAM	290.00
							290.0
105259	6/12/2019	50162	FASTENAL COMPANY	CAPAM66768	4/25/2019	ASSORTED FREEZE POP, SP	366.13
							366.1
105260	6/12/2019	15750	FEDEX	6-541-08848	5/3/2019	4/25 FEDEX	7.38
				6-548-75536	5/10/2019	5/1+2 FEDEX'S	31.03
				6-555-69544	5/17/2019	5/13 FEDEX	6.63
							45.0

-37-

ITEM 8.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check To	
105261	6/12/2019	51141	FENCEWORKS, INC.	117436	5/8/2019	MY-JL2019 FENCE RNTL @ B	5,615.52	
				117437	5/8/2019	MY-JL2019 FENCE RNTL @ R	2,024.48	7,640.00
105262	6/12/2019	15900	FIESTA FORD, INC.	372308/2	3/27/2019	SVC/REPAIRS TO 2012 FORD	5,941.02	5,941.02
105263	6/12/2019	43672	FULTON DISTRIBUTING COM	474414	5/2/2019	TOWEL MULTIFOLD & S/O CC	147.90	147.90
105264	6/12/2019	49100	GOLDMAN, RONALD A.	Apr2019	4/30/2019	APR2019 SVCS: TOWER ENE	7,479.83	7,479.83
105265	6/12/2019	47811	GOVERNMENT STAFFING SV	129283	5/17/2019	WE 5/12, SR WTR SVC WRKF	8,788.75	8,788.75
105266	6/12/2019	51892	HERC RENTALS, INC.	30736839-001	5/10/2019	5/6-8 TRACTOR COMPACT RI	758.83	758.83
105267	6/12/2019	53236	HOLISTIC SYSTEM INTEGRAT	000012	5/15/2019	PE4/30 COMPREHENSIVE SY	600.00	600.00
105268	6/12/2019	00996	HOME DEPOT	8013843	4/25/2019	TOSHIBA 10K BTU AC WIFI W	379.54	
				9013704	4/24/2019	AMERIGAS FUEL & TANK, LAC	98.02	477.56
105269	6/12/2019	20150	HYDRO AG SYSTEMS	244406	5/2/2019	8OZ SPARKS CLEANER	22.18	22.18
105270	6/12/2019	20450	IMPERIAL IRRIGATION DISTRI	50035734-AP19	5/5/2019	AC50035734, 4/2-5/1, CVHS PI	82.91	
				50035836-AP19	5/5/2019	AC50035836, 4/2-30, WELL #1	35.48	
				50217597-AP19	5/5/2019	AC50217597, 4/2-5/1	40.91	
				50387122-AP19	5/6/2019	AC50387122, 4/2-30, SEWER I	25,350.45	
				50404153-AP19	5/5/2019	AC50404153, 4/2-5/1	80.71	
				50404154-AP19	5/5/2019	AC50404154, 4/2-5/1	13.15	
				50404155-AP19	5/5/2019	AC50404155, 4/2-5/1	76.79	
				50416425-AP19	5/5/2019	AC50416425, 4/2-5/1	169.00	
				50527782-AP19	5/5/2019	AC50527782, 4/2-5/1	12.34	
				50642002-AP19	5/5/2019	AC50642002, 4/2-5/1	91.07	
				50642141-AP19	5/5/2019	AC50642141, 4/2-30	37.08	
				50705542-AP19	5/6/2019	AC50705542, 4/2-30, PERMIT I	567.69	
				50705544-AP19	5/5/2019	AC50705544, 4/2-30, PERMIT I	60.93	
				50035828-AP/M	5/7/2019	AC50035828, 4/12-5/5, CH OF	59.77	
				MdAP-MdMY	5/13/2019	MID APRIL-MID MAY 2019 ELE	47,277.85	
				50459819-JN/AF	5/7/2019	AC50459819, 6/26-4/24	191.01	
				50487676-AP19	5/5/2019	AC50487676, 4/2-30, LIFT STA	13.49	
				50516108-AP19	5/5/2019	AC50516108, 4/2-5/1	13.36	74,173.99
105271	6/12/2019	45757	IMPERIAL IRRIGATION DISTRI	4027402	5/8/2019	ENG FEE- N/W CORNER OF €	3,000.00	3,000.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105272	6/12/2019	45108	IMPERIAL SPRINKLER SUPPL`3709180-00	4/25/2019	RAINBIRD ROTOR POP-UP	1,110.97		
			3728071-00	5/3/2019	4GAL PISTON BACKPACK SPI	163.10		
			3714515-00	4/25/2019	FERT BEST EVERGREEN	1,739.13		
			3722886-00	4/30/2019	HUNTER ULTRA 6" POP-UP AI	428.43		
			3723111-00	5/1/2019	TOOL DUST MASK, SAS CHEI	50.16		
			3726569-00	5/2/2019	BRASS KEY & GARDEN VALVE	139.48		
			3728073-00	5/3/2019	CHEM ROUNDUP PRO MAX	139.18		
			3733906-00	5/8/2019	UNDERHILL CLEAR GULP SY	93.79	3,864.24	
105273	6/12/2019	52738	JNS MEDIA SPECIALISTS	6773	4/9/2019	ECONOMIC DEVELOPMENT E	2,000.00	
				6774	4/9/2019	"VACANCIES" SUPPLEMENTA	5,000.00	
				6835	5/7/2019	PHOTOGRAPHY SVCS FOR E	500.00	
				6842	5/8/2019	ECONOMIC DEVELOPMENT E	4,007.13	
				6843	5/8/2019	VACANCIES BROCHURE & PF	3,558.81	15,065.94
105274	6/12/2019	44767	KUNA FM	468520-1	4/28/2019	4/22-28 AD SPOT: SUAVECITC	400.00	400.00
105275	6/12/2019	02084	KUSTOM SIGNALS, INC.	353357	4/4/2019	LASER/RADAR EQUIPMENT	5,992.00	5,992.00
105276	6/12/2019	53278	LA QUINTA CHEVROLET AND	109521	4/4/2019	SHROUD	149.19	149.19
105277	6/12/2019	45051	LAMAR OF PALM SPRINGS	110179750	4/30/2019	4/30 POSTER ADVERTISING	125.00	125.00
105278	6/12/2019	48595	LANDES, LUCRECIA	May 2019	5/31/2019	MAY2019 ESL CLASS	333.75	333.75
105279	6/12/2019	52989	LAUGHNER, GLENN	11723	2/22/2019	RADIATOR PRESSURE TIRE I	322.59	
				11724	2/22/2019	TIMING CHAIN TOOL SET	348.80	671.39
105280	6/12/2019	46357	LAWYERS TITLE COMPANY	619650161-0169	5/29/2019	PRELIMINARY TITLE REPORT	3,850.00	3,850.00
105281	6/12/2019	08970	LEE ESPINOZA COACHELLA V	0519	5/1/2019	MAY2019 BOXING CLUB SER	2,500.00	2,500.00
105282	6/12/2019	24600	LOPES HARDWARE	008388	5/2/2019	PADLOCKS, 25FT CHAIN, CLA	378.75	
				008435	4/25/2019	PADLOCKS, SCREWS, BATTE	292.12	
				008520	4/30/2019	LYSOL, PUTTY KNIFE, ETC	62.88	
				008536	5/16/2019	PADLOCKS, KEYS, LOCKS, V	367.13	1,100.88
105283	6/12/2019	02162	LOWE'S COMPANIES, INC.	91491	5/20/2019	DW 20V MAX XR 6AH BATTEF	205.59	
				91492	5/20/2019	20V MAX RECIPRO SAW KIT	267.58	473.17
105284	6/12/2019	49857	MANPOWER US INC.	33907013	5/12/2019	WE 5/5: AGUILAR GONZALEZ	108.55	
				33907014	5/12/2019	WE 5/12: BRAVO	151.97	
				33907015	5/12/2019	WE 5/12: CARMONA+OSUNA	1,205.90	1,466.4
105285	6/12/2019	48220	MARTINEZ, MARITZA	5/11 Expns	5/14/2019	5/11 BOYS & MEN OF COLOR	256.60	
				5/19 Expns	5/14/2019	5/19 SUAVECITO SUNDAYS (M	349.00	605.6
105286	6/12/2019	42710	MCDOWELL AWARDS	2018-4053	3/29/2019	KEY PLAQUE W/ ENGRAVING	132.68	132.6
105287	6/12/2019	25900	MEREDITH & SIMPSON CONS	190501	5/1/2019	RPLC'D FIXTURE @ SANITAR	2,968.00	2,968.0

-39-

ITEM 8.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check To
105288	6/12/2019	51579	METLIFE- GROUP BENEFITS June2019	5/15/2019	JUNE2019 DENTAL/VISION/LI	11,973.46	11,973.46
105289	6/12/2019	50099	MIDWAY VACUUM & JANITOR 72568	5/6/2019	RPLC'D WHEEL, HANDLE & C	114.38	114.38
105290	6/12/2019	43425	MOWERS PLUS, INC 188606	5/14/2019	INSTLL'D TRIMMER HEAD ON	60.59	60.59
105291	6/12/2019	52646	MUNIQUIP SOCAL, LLC 200206	5/15/2019	BEARING LOCKNUT, BEARIN	879.31	879.31
105292	6/12/2019	00101	MUNISERVICES/GRS INV06-005778	4/30/2019	CLEARVIEW/STARS 2018 SVC	300.00	300.00
105293	6/12/2019	52344	NEOFUNDS BY NEOPOST CD 5/12/19	5/12/2019	POSTAGE BY PHONE #7900 C	2,316.55	2,316.55
105294	6/12/2019	53266	NICK VELA PRO SOUNDS 26-05-2019	4/26/2019	5/26 FOH/LIGHTING SYSTEM,	3,500.00	3,500.00
105295	6/12/2019	42112	NRO ENGINEERING 05-19-006	4/30/2019	PE4/30 PLNCK, RED MOON (\	2,100.00	
			05-19-007	4/30/2019	PE4/30 PLNCK, RED MOON (\	3,748.50	
			05-19-008	4/30/2019	PE4/30 PLNCK, SNR CNTR E)	2,394.00	8,242.50
105296	6/12/2019	44714	NV5, INC. 125270	5/23/2019	PE4/27 AVE50/HRSN TO 86 S	2,947.50	2,947.50
105297	6/12/2019	51064	OFFICE DEPOT OFFICEMAX 316321336-001	5/15/2019	HANG FLDR 1/5 LTR-SZ	38.69	38.69
105298	6/12/2019	53275	OJEDA POOLS & SPA 12262018-132	5/10/2019	REMODELING OF BAGDOUM.	13,684.00	13,684.00
105299	6/12/2019	52757	OLLIN STRATEGIES 57	5/19/2019	MAY2019 CONSULTING SVCS	5,000.00	5,000.00
105300	6/12/2019	01651	OLSON ENGINEERING SYSTE 1813inv3	5/21/2019	JAN-FEB2019 PIPELINE RPLC	4,450.00	
			1813inv4	5/21/2019	JAN-MAR2019 PIPELINE RPLC	4,462.50	
			1813inv5	5/21/2019	FEB-APR2019 PIPELINE RPLC	4,475.00	
			1813inv6	5/21/2019	MAR-APR2019 PIPELINE RPLC	3,487.50	16,875.00
105301	6/12/2019	43970	ORAWAY ENGINEERING, INC m149	3/14/2019	RMV'D/INSTLL'D COMPACTOI	22,033.38	22,033.38
105302	6/12/2019	47192	O'REILLY AUTO PARTS 2855-110437	5/2/2019	TUBE-COMP	162.03	
			2855-111522	5/6/2019	EXT DR HANDL & OIL FILTER	39.67	
			2855-112367	5/9/2019	COMPRESSOR	189.04	
			2855-113294	5/13/2019	COMPRESSOR	197.23	
			2855-113309	5/13/2019	OIL & AIR FILTERS	29.58	
			2855-113658	5/14/2019	RADIATOR & ANTIFREEZE	188.95	806.50
105303	6/12/2019	52807	ORR BUILDERS 933-6	4/22/2019	PE4/22 DEVELOPMENT OF PI	121,692.77	121,692.77
105304	6/12/2019	52650	PALMS TO PINES PRINTING A 0430COCLEP-F,	5/13/2019	METAL PEN W/ STYLUS & LEI	396.81	
			0430COCTB-FA	5/13/2019	GROCERY TOTE	282.12	
			0430COCWB-F/	5/9/2019	26OZ STAINLESS STEEL WAT	1,551.82	
			0501COCPL-FA	5/13/2019	POLYESTER LANYARD W/ LO	257.19	
			0502COCJ-FA	5/9/2019	5X7 NOTEBOOK	483.49	2,971.43
105305	6/12/2019	47671	PATTISON, WILLIAM B. Trvl Exp 5/19-22	5/28/2019	TRVL EXP 5/19-22, ICSC CON	1,272.09	1,272.09

-40-

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105306	6/12/2019	02028	PETE'S ROAD SERVICE, INC.	321730-00	5/1/2019	FLAT REPAIR	25.61	
				321805-00	5/1/2019	FLAT REPAIR	25.61	
				322033-00	5/1/2019	LT24575R17 E HANKOOK DYN	658.28	
				323735-00	5/8/2019	ALIGNMENT	89.00	
				324773-00	5/13/2019	FLAT REPAIR	25.61	
				324999-00	5/14/2019	FLAT REPAIR ON TRACTOR	149.40	973.51
105307	6/12/2019	52389	POWER SECURITY GROUP IN	3572	5/6/2019	APR2019 SECURITY GRD SV	7,656.00	7,656.00
105308	6/12/2019	53277	PRO-CUT INTERNATIONAL LL	INV483299	5/29/2019	X9 6 ADAPTER PKG & TRUCK	13,655.81	13,655.81
105309	6/12/2019	42759	PROPER SOLUTIONS, INC.	9522	5/17/2019	WE 5/17: L. SERVIN	648.00	
				9545	5/24/2019	WE 5/24: L. SERVIN	720.00	
				9496	5/10/2019	WE 5/10: L. SERVIN	720.00	2,088.00
105310	6/12/2019	48977	PROTECTION 1/ADT	128590478	5/1/2019	JN-AG2019 ALARM/EXT SVC I	177.33	
				128590479	5/1/2019	JN-AG2019 ALARM/EXT SVC I	209.98	
				128590480	5/1/2019	JUNE2019 ALARM/EXT SVC P	49.25	
				128590490	5/1/2019	JUNE2019 CELL/ESUITE/ALAF	62.00	
				128590491	5/1/2019	JN-AG2019 CELL BACKUP/FIF	218.58	
				128590492	5/1/2019	JN-AG2019 CELL BACKUP/FIF	218.58	
				128590483	5/1/2019	JN-AG2019 EQUIP LSE/EXT S	472.13	
				128590484	5/1/2019	JN-AG2019 FIRE, 87101 AVE E	136.02	
				128590485	5/1/2019	JN-AG2019 ALARM, 87101 AVI	85.02	
				128590486	5/1/2019	JN-AG2019 EQUIP LSE/EXT S	254.06	
				128590487	5/1/2019	JN-AG2019 ALARM, 87075 AVI	133.53	
				128590488	5/1/2019	JN-AG2019 FIRE/ALARM, 870	187.05	
				128590489	5/1/2019	JN-AG2019 FIRE, COMMUNIT	216.99	
				128590493	5/1/2019	JN-AG2019 ALARM/EXT SVC I	83.01	
				128590494	5/1/2019	JN-AG2019 ALARM/EXT SVC I	188.19	
				128590495	5/1/2019	JN-AG2019 ALARM/EXT SVC I	197.34	
				128590496	5/1/2019	JN-AG2019 ALARM/EXT SVC I	180.09	
				128590497	5/1/2019	JN-AG2019 ALARM/EXT SVC I	191.34	
				128590498	5/1/2019	JN-AG2019 ALARM/EXT SVC I	180.09	
				128590499	5/1/2019	JN-AG2019 ALARM/PRIME CE	145.02	
				128590500	5/1/2019	JN-AG2019 ALARM, BGDMA S	133.53	
				128590481	5/1/2019	JUNE2019 ALARM/EXT SVC P	626.74	
				128590482	5/1/2019	JUNE2019 EQUIP LSE/EXT SV	668.67	5,014.5

-41-

ITEM 8.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check To	
105311	6/12/2019	43576	PURE PLANET WATER, INC.	10183	5/17/2019	JUNE2019 RNTL, WTR PURIF	32.63	
				10194	5/23/2019	JUNE2019 RNTL, WTR PURIF	32.63	
				10195	5/23/2019	JUNE2019 RNTL, WTR PURIF	32.63	
				10196	5/23/2019	JUNE2019 RNTL, WTR PURIF	32.63	
				10197	5/23/2019	JUNE2019 RNTL, WTR PURIF	32.63	
				10198	5/23/2019	JUNE2019 RNTL, WTR PURIF	32.63	195.78
105312	6/12/2019	52306	QUINN COMPANY	10389501	5/14/2019	5/10-13 COMPACT TRACK LD	723.15	
				10442801	5/15/2019	5/14-15 W/B CONCRETE SAW	137.41	860.56
105313	6/12/2019	52802	RED WING BUSINESS ADVAN	2019052300343	5/23/2019	5/22 EMPLOYEE WORK BOO	138.58	138.58
105314	6/12/2019	53263	RHO JR ELECTRIC	1083	5/14/2019	RPLC'D BALLAST @ COUNCIL	175.00	175.00
105315	6/12/2019	31705	RIVERSIDE COUNTY FIRE DE	233300	5/9/2019	FY18/19- 3RD QTR FIRE PRO	659,188.01	659,188.01
105316	6/12/2019	47658	RUIZVA L. PEST CONTROL	084	4/22/2019	APR2019 SVCS: FIRE STATIO	65.00	65.00
105317	6/12/2019	47193	SIEMENS INDUSTRY INC.	5610156706	5/17/2019	APR2019 TRAFFIC SIGNAL M,	1,760.00	
				5620018009	1/31/2019	12/27 SVC @ GRPFRT BLVD/K	714.72	
				5620022318	1/31/2019	12/18 SVC @ GRPFRT BLVD//	783.97	3,258.69
105318	6/12/2019	52503	SILVA, CARLOS	May 2019	5/31/2019	MAY2019 CERAMIC CLASS	360.00	360.00
105319	6/12/2019	35000	SMART & FINAL	050360	5/30/2019	CREAMER, CUPS & COFFEE	170.34	
				053743	5/9/2019	FRITO-LAY BIG GRAB	23.98	
				056123	5/16/2019	WATER	17.22	211.54
105320	6/12/2019	35430	SOUTH COAST A.Q.M.D.	3441519	4/16/2019	ID 178961, REF #G34904, ELE	406.79	
				3441520	4/16/2019	ID 178962, REF #G34903, ELE	406.79	
				3444134	4/16/2019	ID 178961, FY18/19, EMISSIO	131.79	
				3444135	4/16/2019	ID 178962, FY18/19, EMISSIO	131.79	1,077.16
105321	6/12/2019	52595	STAPLES BUSINESS CREDIT	7218048094-0-1	5/2/2019	HP 63 BLK/TRI-COLOR INK, E	233.23	
				7209271207-0-2	5/3/2019	DRIVEM FOOTSTOOL W/O HI	46.75	
				7216755847-0-1	4/18/2019	KIDDE PRO SERIES MULTI-PI	64.15	
				7216755847-0-2	4/15/2019	TAPERULE PL425 YELLOW	22.39	
				7216755847-0-3	4/15/2019	PADFOLIO FILE ORGANIZER	170.94	
				7217498157-0-1	5/2/2019	LRG VENTED ONE COMPART	32.61	
				7217498157-0-2	4/23/2019	LOGITECH MK550 COMBO, E	193.78	
				7217854594-0-1	4/30/2019	SBG WHITEBOARD, FIRST AI	182.73	946.58
105322	6/12/2019	00102	SUNLINE TRANSIT AGENCY	INV03297	5/6/2019	APR2019 CNG FUEL	1,067.26	1,067.26
105323	6/12/2019	36300	SWRCB FEES	EA 0519-2472	5/20/2019	CERT 2472, ELAP2019, EXP 6	851.00	851.00
105324	6/12/2019	52237	THE WORKS FLOOR & WALL	4446-1	4/30/2019	INSTLL'D TILE @ VETERANS	429.48	429.48
105325	6/12/2019	48152	TKE ENGINEERING, INC.	2019-379	5/22/2019	PE5/4 WATER SYSTEM MAST	110,718.80	110,718.80

-42-


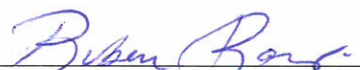
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105326	6/12/2019	49248	TOLTEC BUILDERS, INC.	5/14 Svc	5/14/2019	RELOCATION OF FIRE HYDR,	3,960.00	3,960.00
105327	6/12/2019	38250	TOPS N BARRICADES	1074099	3/29/2019	DURA-POST 36"	208.80	
				1074950	5/9/2019	30" NO LT TURN SYM	55.79	
				1074984	5/10/2019	TEMP NO PARKING BILINGUA	309.94	574.53
105328	6/12/2019	50590	TOUCHTONE COMMUNICATIO	464929	5/1/2019	AC 1100006871, MAY2019	3.44	3.44
105329	6/12/2019	38800	UNDERGROUND SERVICE AL	18dsbfee1905	5/1/2019	CA STATE FEE FOR REGULA	64.78	
				420190107	5/1/2019	APR2019- 67 NEW TICKETS+I	120.55	185.33
105330	6/12/2019	48436	UNIVAR USA INC.	LA725905	5/17/2019	SODIUM HYPOCHLORITE	5,900.50	5,900.50
105331	6/12/2019	47102	URBAN FUTURES, INC.	CD-2019-53	5/2/2019	FY17/18 DISCLOSURE/DISSEI	6,600.00	
				CD-2019-54	5/2/2019	FY17/18 DISCLOSURE/DISSEI	5,700.00	12,300.00
105332	6/12/2019	50229	URBAN HABITAT ENVIRONME	4704	5/25/2019	MAY2019 ETHEREA PJCT LNI	700.00	700.00
105333	6/12/2019	53173	VERIZON CONNECT NWF, INC	OSV0000017558	5/1/2019	APR2019 GPS MONITORING :	1,403.70	1,403.70
105334	6/12/2019	44966	VERIZON WIRELESS	9829197120	5/1/2019	AC371867190-00001, 4/2-5/1	5,255.30	
				9829197121	5/1/2019	AC371867190-00002, 4/2-5/1	267.35	5,522.65
-43- 105335	6/12/2019	44775	VISTA PAINT CORPORATION	2019-801360-00	4/10/2019	RPR'D SPRAY GUN	910.14	
				2019-801365-00	4/10/2019	RPR'D SPRAY GUN	70.00	
				2019-827808-00	4/24/2019	CAREFREE EGGSHELL P BAS	279.83	
				2019-852501-00	5/7/2019	COVERALL EXT FLAT WHITE	253.69	
				2019-861297-00	5/13/2019	TIP LINE LAZER & FLUID PUM	209.16	1,722.82
105336	6/12/2019	44203	WEST COAST SAND & GRAVE	115477	3/12/2019	WASHED CONCRETE SAND	392.50	392.50
105337	6/12/2019	47669	WESTECH	72153	5/7/2019	SKIMMER WIPERS	857.40	857.40
105338	6/12/2019	42100	ZUMAR INDUSTRIES INC	83368	4/30/2019	KEEP RIGHT SYM, STOP AHE	5,108.27	
				83371	4/30/2019	DBL HEAD ARROW SYM, REV	1,131.59	
				83503	5/10/2019	RESERVED PARKING SYM	216.27	6,456.13
<b>Sub total for WELLS FARGO BANK:</b>							<b>2,300,893.17</b>	

117 checks in this report.

Grand Total All Checks: 2,300,893.

Date: June 12, 2019

  
\_\_\_\_\_  
City Manager: William B. Pattison Jr.  
\_\_\_\_\_  
Controller: Javier Estrada

-4-



Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105339	6/12/2019	53287	BECERRA, MARIA	Ref000204893	6/6/2019	UB Refund Cst #00050000	80.81	80.81
105340	6/12/2019	53284	CARRANZA, MARIA	Ref000204890	6/6/2019	UB Refund Cst #00048101	84.51	84.51
105341	6/12/2019	53285	GUTIERREZ, JOSE	Ref000204891	6/6/2019	UB Refund Cst #00048339	43.80	43.80
105342	6/12/2019	53286	HAUGHTON, MOSES	Ref000204892	6/6/2019	UB Refund Cst #00049810	87.92	87.92
105343	6/12/2019	53281	LOPEZ, JOSE LUIS	Ref000204887	6/6/2019	UB Refund Cst #00019430	74.73	74.73
105344	6/12/2019	53280	MACIAS, ROSA E	Ref000204886	6/6/2019	UB Refund Cst #00016594	48.22	48.22
105345	6/12/2019	53279	MARTINEZ, ELVA	Ref000204885	6/6/2019	UB Refund Cst #00005232	52.68	52.68
105346	6/12/2019	53283	RIVERA, MELISSA	Ref000204889	6/6/2019	UB Refund Cst #00046160	145.81	145.81
105347	6/12/2019	53288	RODRIGUEZ, RENE	Ref000204894	6/6/2019	UB Refund Cst #00050143	51.21	51.21
105348	6/12/2019	53290	SABALA, ALDALGISA	Ref000204896	6/6/2019	UB Refund Cst #00050290	70.31	70.31
105349	6/12/2019	53289	SELECT PORTFOLIO SERVICE	Ref000204895	6/6/2019	UB Refund Cst #00050270	87.92	87.92
105350	6/12/2019	53282	URIBE, DAYANA	Ref000204888	6/6/2019	UB Refund Cst #00045523	23.52	23.52
<b>Sub total for WELLS FARGO BANK:</b>							<b>851.44</b>	

12 checks in this report.

Grand Total All Checks:

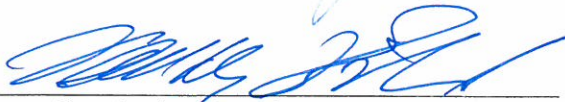
851.

-46-

Date: June 12, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

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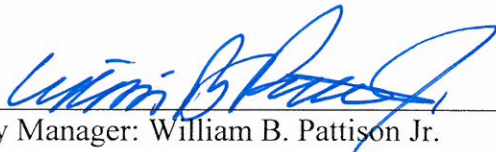
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105351	6/12/2019	50334	ATHALYE CONSULTING ENGINEERING INV-0003443844	5/22/2019	PE4/28 SR-86/AVE50 INTERCI	25,310.66	
			INV-0003445928	5/22/2019	PE4/28 AVE50 BRIDGE-CV ST	17,963.96	43,274.62
105352	6/12/2019	31705	RIVERSIDE COUNTY FIRE DEPT 233300	5/9/2019	FY18/19- 3RD QTR FIRE PRO	658,912.19	658,912.19
<b>Sub total for WELLS FARGO BANK:</b>							<b>702,186.81</b>

2 checks in this report.

Grand Total All Checks: 702,186.

Date: June 12, 2019

  
\_\_\_\_\_  
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>
105353	6/13/2019	11080	RIVERSIDE COUNTY RECORN	NOE-Land Exch; 6/13/2019	NOE- LAND EXCHANGE AGRI	50.00	50.00
<b>Sub total for WELLS FARGO BANK:</b>							50.00

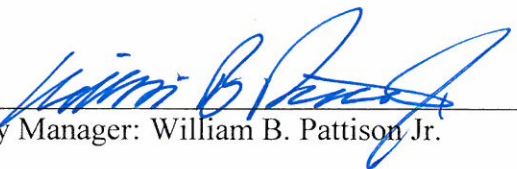
1 checks in this report.

Grand Total All Checks:

50

-50-

Date: June 13, 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
105354	6/26/2019	02137	AGGREGATE PRODUCTS, INC46592	5/16/2019	AC-12.5MM (1/2") FINE	623.97	623.97
105355	6/26/2019	46835	AIR AND HOSE SOURCE, INC.351552	5/23/2019	1/8" DOT NYLON TUBING	13.05	
			351555	5/23/2019	2-1/2" DJ-C250-E/EX25FT	158.40	
			352432	6/4/2019	3" FAN SPRAY NOZZLE	117.45	288.90
105356	6/26/2019	44502	ALDCO AIR CONDITIONING & 14337	6/5/2019	RPLC'D CAPACITOR @ SANIT	224.00	224.00
105357	6/26/2019	51894	ALPHA MEDIA LLC	3/10/2019	3/4-9 AD SPOT: DAY OF THE `	260.00	
			386367-1	3/31/2019	3/18-30 AD SPOT: MARIACHI I	1,000.00	
			394151-1	4/30/2019	4/22-5/26 AD SPOT: SUAVECI`	400.00	
			394151-2	5/26/2019	4/22-5/26 AD SPOT: SUAVECI`	1,600.00	
			402002-1	5/31/2019	5/9-29 AD SPOT: COMMISSIO	1,020.00	4,280.00
105358	6/26/2019	01436	AMERICAN FORENSIC NURSE72172	5/15/2019	MAY2019 BLOOD DRAWS	55.00	55.00
105359	6/26/2019	53291	ANGENIOUS ENGINEERING 19-03-001	6/10/2019	PE5/31 DILLON RD BRIDGE	29,823.82	29,823.82
105360	6/26/2019	42837	ARAMARK UNIFORM SERVICEMAY2019	5/31/2019	PE5/31 UNIFORMS, MATS & G	2,877.89	
			MAY2019 CC	5/31/2019	PE5/31 MATS & MOPS	369.80	
			MAY2019 SAN	5/31/2019	PE5/31 UNIFORMS, MATS & G	916.70	4,164.39
105361	6/26/2019	52968	ARIVITAS PARTNERS, LLC 18-005-07	4/30/2019	APR2019 PLANNING SVCS	3,915.00	3,915.00
105362	6/26/2019	53052	AVIR, INC. 190404	4/4/2019	STRUCTURE WIRING @ PER	7,991.18	7,991.18
105363	6/26/2019	45929	BECK OIL, INC. 25696CL	5/31/2019	PE5/31 ENG DEPT FUEL	232.57	
			25698CL	5/31/2019	PE5/31 LLMD DEPT FUEL	157.18	
			25702CL	5/31/2019	PE5/31 STREETS DEPT FUEL	1,164.46	
			25704CL	5/31/2019	PE5/31 WATER DEPT FUEL	387.59	
			25709CL	5/31/2019	PE5/31 PARKS DEPT FUEL	942.24	
			25731CL	5/31/2019	PE5/31 VEHICLE MAINT DEPT	194.19	
			25732CL	5/31/2019	PE5/31 SENIOR CNTR FUEL	174.85	
			25744CL	5/31/2019	PE5/31 CODE ENF DEPT FUE	296.36	
			25757CL	5/31/2019	PE5/31 SANITARY DEPT FUEL	1,035.94	
			25767CL	5/31/2019	PE5/31 ADMIN DEPT FUEL	176.03	
			25766CL	5/31/2019	PE5/31 BLDG MAINT DEPT FL	158.57	
			25810CL	5/31/2019	PE5/31 GRAFFITI DEPT FUEL	225.20	5,145.00

-51-

ITEM 8.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check To
105364	6/26/2019	43462	BEST BEST & KRIEGER, LLP	850274	5/30/2019	PE4/30, #80237, GENERAL RE	30,541.50
				850275	5/30/2019	PE4/30, #80237.00231, G. THC	330.00
				850276	5/30/2019	PE4/30, #80237.00232, PUGAL	110.00
				850277	5/30/2019	PE4/30, #80237.00442, C. GAF	275.00
				850278	5/30/2019	PE4/30, #80237.00443, G. THC	252.50
				850279	5/30/2019	PE4/30, #80237.00444, CITY C	45.00
				850280	5/30/2019	PE4/30, #80237.00445, DESEF	685.30
				850281	5/30/2019	PE4/30, #80237.00446, RELIAE	357.50
				850282	5/30/2019	PE4/30, #80237.00810, LABOF	907.50
				850283	5/30/2019	PE4/30, #80237.00833, TELEC	2,647.70
				850284	5/30/2019	PE4/30, #80237.00836, VISTA I	4,140.90
				850285	5/30/2019	PE4/30, #80237.00844, CHROI	6,499.30
				850286	5/30/2019	PE4/30, #80237.00852, CESAF	55.00
				850287	5/30/2019	PE4/30, #80237.00861, ADV CI	11,545.20
				850288	5/30/2019	PE4/30, #80237.00863, ADV BI	6,324.55
				850289	5/30/2019	PE4/30, #80237.03000, AV50 F	440.00
				850290	5/30/2019	PE4/30, #80237.03002, AV50 F	1,126.09
				850291	5/30/2019	PE4/30, #80237.03004, AV50 F	1,045.00
							67,328.04
105365	6/26/2019	43862	BRENTAG PACIFIC, INC	BPI295292	5/16/2019	5/16 DRUM RETURN	-920.00
				BPI945324	5/16/2019	SODIUM HYPOCHLORITE	2,178.75
				BPI949116	5/30/2019	SODIUM HYPOCHLORITE	2,136.03
				BPI949117	5/30/2019	SODIUM HYPOCHLORITE	2,650.09
				BPI947184	5/22/2019	SODIUM HYPOCHLORITE	2,178.75
							8,223.62
105366	6/26/2019	52723	BRIGHT EVENT RENTALS, LL	(503540	5/29/2019	5/26-28 TENT+CONCRETE BL	2,542.75
							2,542.75
105367	6/26/2019	46356	C.V. CONSERVATION COMMIS	May2019	6/17/2019	MAY2019 LDMF MULTI-SPECI	5,108.40
							5,108.40
105368	6/26/2019	53038	CDS OFFICE INTERIORS LLC	604	6/7/2019	PAPER, ENV MOISTENER, GE	715.06
							715.06
105369	6/26/2019	02048	CDW GOVERNMENT, INC.	SCL5268	4/30/2019	APC BACK-UPS 650VA 8 OUTI	177.24
				SML2630	5/30/2019	APC REPLACEMENT BATT C/	531.66
				SMM3470	5/30/2019	APC BACK-UPS PRO 8 OUTLI	305.02
							1,013.92
105370	6/26/2019	53220	COACHELLA ACE HARDWARE	114/1	5/22/2019	BIT DRILL TURBO MAX & MIS	20.46
				142/1	6/4/2019	MISC FASTENERS	4.12
				120/1	5/23/2019	Y BRASS HOSE W/ SHUTOFF	52.17
							76.75
105371	6/26/2019	09550	COACHELLA VALLEY COLLEC	059458	3/31/2019	MAR2019 UB COLLECTION SI	224.36
				059743	4/30/2019	APR2019 UB COLLECTIONS €	162.40
							386.76
105372	6/26/2019	52345	COMMERCIAL BANK OF CALIF	Retention	6/6/2019	ESCROW #1605609- PROWE:	9,618.73
							9,618.73



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105373	6/26/2019	44959	COMPUTER CONSULTANTS, 129103	6/1/2019	MAY2019 SVC CALLS	3,712.50	3,712.50
105374	6/26/2019	01924	CONSOLIDATED ELECTRICAL 3298-408887	5/14/2019	F32T8 BLST	67.34	67.34
105375	6/26/2019	00214	CORONET CONCRETE PROD 1104406	5/7/2019	6.0 SACK EQ 60/40 FA	214.50	214.50
105376	6/26/2019	00749	COUNTY OF RIVERSIDE SH0000035304	5/22/2019	3/28-4/24 LAW ENFORCEMEN	647,321.78	647,321.78
105377	6/26/2019	11800	COUNTY OF RIVERSIDE AN0000001663	6/11/2019	MAY2019 ANML SHLTR+FIELD	18,010.50	18,010.50
105378	6/26/2019	50638	CRIDER PUBLIC RELATIONS, Apr2019	5/2/2019	APR2019 MEDIA CONSULTING	380.00	
			May2019	6/3/2019	MAY2019 MEDIA CONSULTING	665.00	1,045.00
105379	6/26/2019	53293	CRUMP & COMPANY, INC. 14437	5/20/2019	6" PLUG VALVE	1,583.24	1,583.24
105380	6/26/2019	53292	CURB SAWING CO. 131481	6/6/2019	CUT CURB FOR HANDICAP R	500.00	500.00
105381	6/26/2019	49858	CV PIPELINE CORP. S2068	5/21/2019	DIST 17- STORM DRAIN SYST	4,240.00	
			S2078	6/6/2019	RPLC'D MAN HOLE COVER	195.80	
			S2069	5/23/2019	DIST 31- STORM DRAIN SYST	8,480.00	
			S2071	5/28/2019	DIST 28- STORM DRAIN SYST	4,240.00	17,155.80
105382	6/26/2019	48603	CV STRATEGIES 5050	5/10/2019	APR2019 PUBLIC RELATIONS	4,290.00	
			5051	5/10/2019	APR2019 PUBLIC RELATIONS	2,282.50	
			5052	5/10/2019	APR2019 PUBLIC RELATIONS	783.75	
			5053	5/10/2019	APR2019 PUBLIC RELATIONS	4,963.75	
			5054	5/10/2019	APR2019 PUBLIC RELATIONS	4,372.50	16,692.50
105383	6/26/2019	09650	CVAG May2019	6/17/2019	MAY2019 TUMF FEES	9,240.00	
			CV 19198-19	6/11/2019	3RD QTR- FY18/19 (JA-MA) AI	11,577.44	20,817.44
105384	6/26/2019	44718	DAMARA'S FLOWERS 4283	5/29/2019	FLORAL ARRANGEMENT: MR	116.75	
			4446	5/13/2019	MEMORIAL DAY WREATH	89.56	206.31
105385	6/26/2019	12870	DEPARTMENT OF JUSTICE 381653	6/6/2019	MAY2019 BLOOD ALCOHOL A	175.00	175.00
105386	6/26/2019	52970	DESERT POOL SPECIALISTS, 122140	5/29/2019	RPR'S ON BAGDOUMA PARK	650.00	650.00
105387	6/26/2019	42442	DIRECTV 36342285999	6/3/2019	JUNE2019 BUSINESS XTRA P	188.22	188.22
105388	6/26/2019	49630	DORIS PEREZ INTERPRETING 104210	5/21/2019	5/21 INTERP SVCS: PARK & R	350.00	350.00
105389	6/26/2019	14860	E. K. WOOD LUMBER COMPAI 479563	5/16/2019	8265-S J-B WELD	10.23	
			479707	5/22/2019	SOLID SHANK SHOVEL HANE	84.10	
			479744	5/23/2019	STAPLES	13.22	
			479886	5/29/2019	GLUE MOUSE TRAPS, SS ICE	36.48	
			479902	5/29/2019	REGULAR CEMENT	12.60	
			480060	6/5/2019	SAFE GLASSES, MACHINE BC	57.67	
			479722	5/22/2019	COBALT BT & COBALT DRILL	7.74	222.00
105390	6/26/2019	50593	EAN SERVICES, LLC 21302587	5/31/2019	5/1-4 RNTL #5MHKL3: J. JIMEI	132.84	132.84
105391	6/26/2019	51944	EFAX CORPORATE 1250913	5/31/2019	MAY2019 FAX SERVICES	194.40	194.40

-53-

ITEM 8.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check To
105392	6/26/2019	02152	ENVIRONMENTAL RESOURCE901910	5/13/2019	TOTAL RESIDUAL CHLORINE	1,040.73	1,040.73
105393	6/26/2019	52645	ESTRADA, JAVIER AF 8/18-23	6/13/2019	AF 8/18-23, BUDGET ACADEM	424.00	424.00
105394	6/26/2019	50162	FASTENAL COMPANY CAPAM67222	5/21/2019	PVC PIPE CUTTER, SNIP MM	85.50	
			CAPAM67154	5/16/2019	THRDLCR, FIN HEX NUT, ET	24.10	109.60
105395	6/26/2019	15750	FEDEX 6-569-63088	5/31/2019	5/22+23 FEDEX'S	18.79	18.79
105396	6/26/2019	53294	FIND FOOD BANK 338363	5/15/2019	RETAIL BAKERY (BREAD & P/	5.90	5.90
105397	6/26/2019	48834	FIX-IT COMMERCIAL SERVICE44740	5/31/2019	RPR'D COOLER & FREEZER (	370.81	370.81
105398	6/26/2019	02272	FRANKLIN TRUCK PARTS, INCIN297753	6/4/2019	CYLINDER REBUILT	636.19	636.19
105399	6/26/2019	51604	FRONTIER BD 5/16/19	5/16/2019	ACC 209-188-4039-091192-5, 5	166.21	
			3982369-MY19	5/25/2019	760/398-2369, 5/25/19	69.21	
			3983051-JN19	6/1/2019	760/398-3051, 6/1/19	55.09	290.51
105400	6/26/2019	51739	FRONTIER COMMUNICATION:CAFLG75100419	4/19/2019	RE-ROUTE/RPLC FEED @ CA	1,866.92	1,866.92
105401	6/26/2019	43672	FULTON DISTRIBUTING COMf475982	5/21/2019	NITRILE GLOVES	108.73	
			475587	5/16/2019	BOTTLED WATER	459.30	
			475634	5/16/2019	TOWEL, URINAL SCREEN, ET	246.21	
			475832	5/20/2019	S/O CLNR DISINFECT PINE	719.89	
			476126	5/23/2019	BOTTLED WATER	459.30	
			476236	5/23/2019	DISINFECTANT SPRAY, DISPI	217.55	
			477079	6/4/2019	TOWEL ROLL	131.85	2,342.83
105402	6/26/2019	44042	GALLEGOS, GUSTAVO Cert Rnwl	6/6/2019	REIMB: GRD D2 WTR DISTRII	130.00	130.00
105403	6/26/2019	51494	GARDA CL WEST, INC. 10491316	6/1/2019	JUNE2019 ARMORED TRANS	602.15	
			10491327	6/1/2019	JUNE2019 CASHLINK MAINT	731.40	1,333.55
105404	6/26/2019	47811	GOVERNMENT STAFFING SV(129291	5/16/2019	WE 5/16, SR WTR SVC WRKF	10,723.00	
			129306	5/31/2019	WE 5/26, SR WTR SVC WRKF	3,560.00	14,283.00
105405	6/26/2019	00207	GRAINGER INC 9195557575	6/5/2019	HIGH PRESSURE SODIUM LA	3,009.33	
			9196345806	6/5/2019	SHRINK TUBING	51.44	3,060.77
105406	6/26/2019	25500	GRANITE CONSTRUCTION CC1	5/31/2019	PE5/31 GREEN BIKE LANE	16,625.00	16,625.00
105407	6/26/2019	51892	HERC RENTALS, INC. 30731291-005	5/28/2019	5/3-28 LIGHT TOWER RNTLS	2,937.41	
			30782772-001	5/28/2019	5/28 AERATOR RNTL	80.78	3,018.19
105408	6/26/2019	52735	HERNANDEZ, PEDRO 6/7 Trng	6/10/2019	REIMB- 6/7 ENVIRONMENTAL	110.00	110.00
105409	6/26/2019	53236	HOLISTIC SYSTEM INTEGRAT00013	6/7/2019	PE5/31 COMPREHENSIVE SY	1,120.00	1,120.00
105410	6/26/2019	00996	HOME DEPOT 5135879	5/28/2019	BENDER BOARD, STEEL STA	181.80	
			7063052	5/16/2019	PUSH BUTTON IGNITER KIT	15.20	
			8012560	6/4/2019	BOLT CUTTER, LONG NOSE I	158.39	355.39
105411	6/26/2019	52552	HR GREEN PACIFIC, INC. 126368	5/6/2019	PE4/26 INSPCTN SVCS: AVE 4	15,031.10	15,031.10

-54-

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105412	6/26/2019	20150	HYDRO AG SYSTEMS	244949	5/22/2019	PVC SCH80 MALE ADPTR, PV	104.39	104.39
105413	6/26/2019	20450	IMPERIAL IRRIGATION DISTRI	50035560-MY19	5/30/2019	AC50035560, 4/27-5/28, ST LIC	18,394.91	
				50035734-MY19	6/4/2019	AC50035734, 5/2-6/3, CVHS PI	87.42	
				50642141-MY19	6/4/2019	AC50642141, 5/1-6/3	41.02	
				50035755-MY19	5/28/2019	AC50035755, 4/25-5/23, PUMP	30.85	
				50035836-MY19	6/4/2019	AC50035836, 5/1-6/3, WELL #1	35.44	
				50217597-MY19	6/4/2019	AC50217597, 5/2-6/3	43.17	
				50360323-DC/JJ	1/14/2019	AC50360323, 12/8-1/9	70.31	
				50516108-MY19	6/4/2019	AC50516108, 5/2-6/3	13.36	
				50522793-MY19	5/28/2019	AC50522793, 4/25-5/23, SCAD	14.66	
				50527782-MY19	6/4/2019	AC50527782, 5/2-6/3	12.34	
				50642002-MY19	6/4/2019	AC50642002, 5/2-6/3	93.29	
				50705542-MY19	6/4/2019	AC50705542, 5/1-6/3, PERMIT	843.88	
				50705544-MY19	6/4/2019	AC50705544, 5/1-6/3, PERMIT	103.58	
				50733502-MY19	6/4/2019	AC50733502, 5/2-6/3	25.74	
				50734422-MY19	6/4/2019	AC50734422, 5/2-6/3	50.26	
				50387122-MY19	6/5/2019	AC50387122, 5/1-6/3, SWR PL	28,538.87	
				50404153-MY19	6/4/2019	AC50404153, 5/2-6/3	81.29	
				50404154-MY19	6/4/2019	AC50404154, 5/2-6/3	13.38	
				50404155-MY19	6/4/2019	AC50404155, 5/2-6/3	77.02	
				50408460-MY19	5/28/2019	AC50408460, 4/25-5/23, WELL	7,529.69	
				50416425-MY19	6/4/2019	AC50416425, 5/2-6/3	167.10	
				50434217-MY19	5/28/2019	AC50434217, 4/25-5/23	47.05	
				50459795-MY19	5/28/2019	AC50459795, 4/25-5/23	37.80	
				50459796-MY19	5/28/2019	AC50459796, 4/25-5/23	60.93	
				50487676-MY19	6/4/2019	AC50487676, 5/1-6/3, LIFT ST/	13.48	56,426.84
105414	6/26/2019	45757	IMPERIAL IRRIGATION DISTRI	4027355	5/24/2019	METER SET @ 84099 AVE 48	325.00	
				4027370	5/24/2019	TRAFFIC SIGNAL PEDESTAL	1,430.00	1,755.00

-55-

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
105415	6/26/2019	45108	IMPERIAL SPRINKLER SUPPL	3749791-00	5/22/2019	1/2" GRAY COUPLING PVC SC	42.09
				3752784-00	5/23/2019	ECHO ACCESS POWERFUEL	20.21
				3753082-00	5/24/2019	HUNTER ULTRA 6" POP-UP AI	422.93
				3710570-00	5/21/2019	RPLC'D 5HP MOTOR @ DIST	2,405.88
				3734229-00	5/9/2019	36" ALUMINUM L SCAPE RAK	98.43
				3741193-00	5/14/2019	HUNTER MP ROTATOR, 6" PC	135.75
				3745574-00	5/17/2019	YELLOW MARKING FLAGS, V	348.73
				3745574-01	5/23/2019	SYRINGE HAND SOAP	46.90
				3745863-00	5/17/2019	HUNTER ULTRA 6" POP-UP AI	215.24
				3746146-00	5/17/2019	BUSHING PVC SCH40	5.27
				3749324-00	5/23/2019	HUNTER 11/2" PLASTIC INLIN	98.66
105416	6/26/2019	51600	IRC, INC.	2019050063	6/1/2019	5/1-6/1 PRE-EMPLOYMENT SC	311.50
105417	6/26/2019	42223	J.L. WINGERT CO.	387100	5/14/2019	LMI 3/8 TUBE POLYPRO, ETC	1,072.19
				387256	5/21/2019	LMI 108GPD 50PSI PUMP	1,251.36
105418	6/26/2019	52906	JOHNSON CONTROLS SECUR	32526857	5/11/2019	6/1-8/31 ALARM, 1515 6TH ST	1,109.29
105419	6/26/2019	01948	KIMBALL MIDWEST	7138274	5/15/2019	3/4X5 USS GR8, MINI FUSE, E	112.89
105420	6/26/2019	47328	KONICA MINOLTA	33439634	5/2/2019	ACC 061-0042081-000, MAY20	67.43
				33523125	5/23/2019	BIZHUB C454+951+C364, MAY	783.00
				33532168	5/26/2019	BIZHUB C454E, CITY HALL, M	212.07
				33556058	5/31/2019	BIZHUB C360, CORP YARD, M	109.84
				33556059	5/31/2019	BIZHUB 501, WATER DEPT, M	163.44
				33568599	6/2/2019	ACC 061-0042081-000, MAY20	67.43
105421	6/26/2019	44047	KONICA MINOLTA BUSINESS	9005687785	5/13/2019	BIZHUB C454E, CITY HALL, 4/	212.12
				9005704709	5/19/2019	BIZHUB C360, CITY HALL, 4/2	74.25
				9005707918	5/20/2019	BIZHUB C360, CITY HALL, 5/2	34.05
				9005714201	5/22/2019	BIZHUB 282, FIRE DEPT, 4/23	0.29
				9005729360	5/27/2019	BIZHUB C364+C454+PRO 951	1,165.95
				9005744001	5/31/2019	BIZHUB C360, CORP YARD, M	286.20
				9005733324	5/28/2019	BIZHUB C454E, CITY HALL, 5/	159.30
105422	6/26/2019	53278	LA QUINTA CHEVROLET AND	CVCS166899	6/3/2019	REPAIRS TO '08 CHEVY 5500I	2,732.25
105423	6/26/2019	45051	LAMAR OF PALM SPRINGS	110258998	5/20/2019	5/20-6/16 POSTER ADVERTIS	1,200.00
105424	6/26/2019	08970	LEE ESPINOZA COACHELLA	0619	6/1/2019	JUNE2019 BOXING CLUB SEF	2,500.00
105425	6/26/2019	24600	LOPES HARDWARE	008474	5/17/2019	IGLOO, GLOVES, TOWELS, C	344.59

-56-

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105426	6/26/2019	02162	LOWE'S COMPANIES, INC.	954053	2/17/2019	28QT CLEAR STORAGE, ETC	22.67
				954781	4/3/2019	28QT CLEAR STORAGE, ETC	-22.67
				965999	1/3/2019	WP OTR MICRO WMH31017H	277.91
				980075	1/29/2019	GARAGE SHELVING	206.60
				982042	2/17/2019	GARAGE SHELVING, AIR WIC	150.59
105427	6/26/2019	49857	MANPOWER US INC.	33932574	5/19/2019	WE 5/19: CARMONA+OSUNA	1,236.90
				33953790	5/26/2019	WE 5/26: BRAVO	347.36
				33953792	5/26/2019	WE 5/26: CARMONA+OSUNA	1,329.90
				33974077	6/2/2019	WE 6/2: CARMONA+OSUNA	1,125.30
105428	6/26/2019	52418	MARTIN, GABRIEL	Trvl Exp 5/18-22	6/5/2019	TRVL EXP 5/18-22, ICSC REC	1,438.90
105429	6/26/2019	50846	MATTHEW FAGAN CONSULTII22		6/11/2019	PRO SVCS: VISTA DEL AGUA	1,361.25
105430	6/26/2019	51445	MEDIWASTE DISPOSAL	0000073325	5/1/2019	MAY2019 BIOHAZARD WST S	67.00
105431	6/26/2019	25900	MEREDITH & SIMPSON CONS	190537	5/21/2019	TRBLSHT ELECTRICAL @ BLI	145.50
				190520	5/14/2019	RPLC'D GFCI RECEPTACLE	165.82
				190564	5/29/2019	INSTLL'D BATTERIES FOR UF	145.50
105432	6/26/2019	51539	MICHAEL BAKER INTERNATIC	1046376	4/22/2019	PE3/31 PUEBLO VIEJO IMPLE	215.00
105433	6/26/2019	43425	MOWERS PLUS, INC	188660	5/15/2019	BG 56 C-E BLOWER	193.94
				189313	5/30/2019	SVC'D CONCRETE CUTTER	295.70
105434	6/26/2019	42112	NRO ENGINEERING	06-19-010	5/31/2019	PE5/31 PLNCK, DATE PALM B	198.75
				06-19-013	5/31/2019	PE5/31 PLNCK, GRDNG & WC	1,837.50
				06-19-011	5/31/2019	PE5/31 PLNCK, RED MOON (\	1,680.00
				06-19-012	5/31/2019	PE5/31 PLNCK, DILLON RD BI	750.00
105435	6/26/2019	53275	OJEDA POOLS & SPA	12262018-133	5/31/2019	INSTLL'D HANDRAILS, BOLTS	350.00
105436	6/26/2019	47192	O'REILLY AUTO PARTS	2855-113849	5/15/2019	GLOW PLUG & MICRO-V BEL	42.31
				2855-115452	5/21/2019	OIL & AIR FILTERS	59.16
				2855-115457	5/21/2019	AIR FILTER	26.38
				2855-115508	5/21/2019	BRAKE SHOES, LINK KIT & W	80.14
				2855-115571	5/21/2019	7.5OZ GSKT MKR	26.42
				2855-117487	5/28/2019	OIL FILTER & STR WHL CVR	37.93
				2855-117669	5/29/2019	BATTERY	103.05
				2855-118022	5/30/2019	TRUCK STEP & SPRAY/AROS	68.49
				2855-119101	6/3/2019	TUB, DRAIN FUNNEL, TRANS	208.95
				2855-119325	6/4/2019	DRAIN FUNNEL & DRAIN PAN	-71.75
				2855-117035	5/26/2019	USB TESTER, WHEEL CLN, V.	38.12
							619.2

-57-

ITEM 8.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check To
105437	6/26/2019	02028	PETE'S ROAD SERVICE, INC. 326812-00	5/20/2019	P22570R15 B H725 HANKOOK	82.29	
			326867-00	5/29/2019	P225/70R15 HANKOOK KINEF	316.20	
			327791-00	5/23/2019	ALIGNMENT	69.00	467.49
105438	6/26/2019	08050	PETTY CASH Ck 6/26/19	6/18/2019	VOUCHERS 4158-4166, 5/6-6/	723.46	723.46
105439	6/26/2019	01395	PJ'S DESERT TROPHIES & GII22132	6/5/2019	2X10 WOODTONE W/ WHITE	104.67	
			22159	6/13/2019	EMPLOYEE RECOGNITION SI	1,041.24	1,145.91
105440	6/26/2019	42433	POOL & ELECTRICAL PRODU(02564293	6/5/2019	GOLD-N-CLEAR CLARIFIER C	384.01	384.01
105441	6/26/2019	52389	POWER SECURITY GROUP IN3457	3/1/2019	FEB2019 SECURITY GRD SVC	6,600.00	
			3512	4/1/2019	MAR2019 SECURITY GRD SV	3,823.52	
			3618	5/31/2019	MAY2019 PATROL SVCS	5,236.56	
			3619	5/26/2019	MAY2019 SECURITY GRD SV(	4,446.92	
			3620	5/26/2019	MAY2019 SECURITY GRD SV(	10,824.00	30,931.00
105442	6/26/2019	39250	PRAXAIR DISTRIBUTION, INC.89512225	5/22/2019	4/20-5/20 CYLINDER RNTL	31.20	31.20
105443	6/26/2019	46837	PRECISION BACKFLOW PBF161475	3/31/2019	BACKFLOW TESTING	4,900.00	4,900.00
105444	6/26/2019	42759	PROPER SOLUTIONS, INC. 9570	5/31/2019	WE 5/31: ESQUEDA+SERVIN	814.50	
			9628	6/14/2019	WE 6/14: L. SERVIN	720.00	
			9598	6/7/2019	WE 6/7: L. SERVIN	720.00	2,254.50
105445	6/26/2019	48977	PROTECTION 1/ADT 128693786	5/8/2019	LABOR CHRG @ COMMUNIT`	190.00	
			128816064	5/15/2019	ADDTNL EQUIP/LABOR CHRC	93.78	283.78
105446	6/26/2019	52082	PROWEST PCM, INC. 03-GMP5	5/31/2019	PE5/31 CNSTRCTN- COACHE	161,217.89	161,217.89
105447	6/26/2019	52306	QUINN COMPANY 10506801	5/29/2019	5/20-28 DUMP TRUCK RNTL	1,218.02	1,218.02
105448	6/26/2019	44969	ROADLINE PRODUCTS INC. 14938	5/8/2019	RPR'D PAINT PUMP ON STEN	2,335.19	
			14949	5/16/2019	RPR'D PUMP ON STENCIL TR	867.46	3,202.65
105449	6/26/2019	44161	ROBERT HALF MNGT RESOU(53632525	6/11/2019	WE 6/7: M. AMEZCUA	225.94	
			53690767	6/19/2019	WE 6/14: M. AMEZCUA	154.05	379.99
105450	6/26/2019	50340	ROYAL GYM SERVICES 5398	5/29/2019	JUNE2019 PREVENTATIVE M/	295.00	295.00
105451	6/26/2019	53295	RUIZ, JUDITH Edu Reimb	6/17/2019	FY18/19 EDUCATION REIMBU	199.68	199.68
105452	6/26/2019	47658	RUIZVA L. PEST CONTROL 085	5/23/2019	MAY2019 SVCS: FIRE STATIO	65.00	65.00
105453	6/26/2019	32950	SAFETY-KLEEN SYSTEMS, IN(79833263	5/16/2019	OIL SERVICE	35.00	35.00
105454	6/26/2019	01830	SAM'S FENCE INC. 17664	6/5/2019	INSTLL'D/RMV'D TEMP DBL D	375.00	375.00
105455	6/26/2019	51849	SANTA ROSA DEL VALLE 26280	6/10/2019	MAY2019 SVCS: J. CHABOLL/	25.00	
			26300	6/10/2019	MAY2019 SVCS: J. CHABOLL/	75.00	100.00
105456	6/26/2019	35000	SMART & FINAL 040154	6/10/2019	NAPKIN, FOAM CUPS, RED S`	409.06	409.06

-58-

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105457	6/26/2019	35450	SOCALGAS	1377 6th-MY19	5/28/2019	AC 012 623 3701 5, 4/24-5/23	52.83
				1515 6th-MY19	5/28/2019	AC 031 523 3700 6, 4/24-5/23	17.44
				1517 6th-MY19	5/28/2019	AC 010 594 4824 9, 4/24-5/23	0.06
				1540 7th-MY19	5/28/2019	AC 008 423 3900 4, 4/24-5/23	58.87
				84626Bag-MY19	5/28/2019	AC 153 323 6215 9, 4/24-5/23	14.40
				87075Av54-MY1	5/28/2019	AC 123 573 5834 5, 4/24-5/23	36.64
				BagPool-MY19	5/28/2019	AC 069 323 6500 7, 4/24-5/23	14.30
105458	6/26/2019	35430	SOUTH COAST A.Q.M.D.	3455491	5/7/2019	ID 170157, G17559+G40141, E	842.04
				3458718	5/7/2019	ID 170157, FY19/20, EMISSION	136.40
105459	6/26/2019	35430	SOUTH COAST A.Q.M.D.	3444644	4/16/2019	ID 7531, FY18/19 AQMD FEE-	132.98
				3450381	5/8/2019	ID 148143, FY18/19 AQMD FEI	132.98
				3452649	5/8/2019	ID 178961, FY18/19 AQMD FEI	132.98
				3452650	5/8/2019	ID 178962, FY18/19 AQMD FEI	132.98
				3451812	5/8/2019	ID 170157, FY18/19 AQMD FEI	132.98
							664.90
105460	6/26/2019	47319	SPARKLETTS	9467308 052419	5/24/2019	SANITARY DEPT: MAY2019 W	152.37
105461	6/26/2019	52595	STAPLES BUSINESS CREDIT	7219409559-0-1	5/28/2019	STENO BOOK, PAD LGL, 5PK	110.24
				7219409559-0-2	5/28/2019	TRURED GEL STIC 12PK	11.95
				7218410274-0-1	5/8/2019	HP 63XL HYBLK/63 TRI-CLR, I	97.29
				7218771650-0-1	5/15/2019	DYMO 450 LABELER, BIC WIT	212.80
				7218890047-0-1	5/17/2019	FOLDR 1/3CUT LTR, POST-IT	116.99
				7218989389-0-1	5/20/2019	SPLS 5TAB REINF HNG LTR, I	57.57
				7219036936-0-1	5/20/2019	FLDR FILE LGL & AVY INK/LSI	156.67
				7218207477-0-1	5/6/2019	FOLDING TABLE	335.97
				7219443601-0-2	6/3/2019	BD 12-SPEED BLENDER	46.21
				7219443601-0-1	5/30/2019	TOASTER	84.81
				7219443601-0-3	5/29/2019	HP 63 BLK/TRI-COLOR INK &	117.19
				7218348345-0-1	5/8/2019	COPY PAPER, POST-IT, STAP	227.70
							1,575.39
105462	6/26/2019	37600	THE DESERT SUN PUBLISHING	0002378165	3/31/2019	2019 MARIACHI FESTIVAL AD	1,618.32
105463	6/26/2019	42289	TIME WARNER CABLE	0037022051819	5/18/2019	1515 6TH ST-AH, MAY2019	622.36
				0220596051019	5/10/2019	1540 7TH ST-HSD, 5/10-6/9	59.99
							682.3
105464	6/26/2019	38250	TOPS N BARRICADES	1075096	5/16/2019	STENCIL OIL BRD 6" COMBO	19.58
							19.5
105465	6/26/2019	50590	TOUCHTONE COMMUNICATIONS	491110	6/1/2019	AC 1100006871, JUNE2019	3.44
							3.4
105466	6/26/2019	52204	TPX COMMUNICATIONS	116743356-0	5/16/2019	AC33325, 5/16-6/15	3,329.54
							3,329.5
105467	6/26/2019	38910	UPS	00004F9342229	6/1/2019	5/23 SHIPPING CHRGS	49.44
							49.4

-59-

ITEM 8.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check To	
105468	6/26/2019	50229	URBAN HABITAT ENVIRONME	4795	5/31/2019	DIST 24: RPLC'D HUNTER PO	321.84	
			4796	5/31/2019	DIST 32: RPLC'D POP-UP & 90	84.11		
			239	5/25/2019	MAY2019 LANDSCAPE MAINT	47,504.41		
			4653	5/31/2019	DIST 23: RPLC'D RISER & BA1	110.42		
			4666	5/31/2019	DIST 16: RPLC'D 1" VALVE	246.48		
			4792	5/31/2019	DIST 28: RPR'D LATERAL LINE	275.70		
			4793	5/31/2019	DIST 16: RPLC'D 1" DIAPHRA	155.28		
			4794	5/31/2019	DIST 23: RPLC'D POP-UPS/NC	283.73		
			4816	5/31/2019	DIST 22: RMV'D TREE BRANC	57.75		
			4817	5/31/2019	DIST 17: INSTLL'D ROCK @ B	484.55		
			4818	5/31/2019	DIST 24: INSTLL'D TREES	1,357.78		
			4808	5/31/2019	DIST 13: RPLC'D CONTROLLE	4,314.80		
			4811	5/31/2019	DIST 13: RPLC'D 1" VALVE	211.90		
			4813	5/31/2019	DIST 16: RPLC'D 1 1/2" VALVE	510.51		
			4815	5/31/2019	DIST 16: RMV'D TREE	357.50		56,276.76
105469	6/26/2019	43751	USA BLUEBOOK	907931	5/28/2019	PORCELAIN BUCHNER FUNN	70.89	70.89
105470	6/26/2019	39640	VALLEY LOCK & SAFE	153363	5/9/2019	CYBER LOCK KEY TIPS	261.00	261.00
105471	6/26/2019	44966	VERIZON WIRELESS	9830673828	5/22/2019	AC571164685-00001, 4/23-5/22	45.40	
				9831175411	6/1/2019	AC371867190-00002, 5/2-6/1	287.61	333.01
105472	6/26/2019	50629	VINTAGE ASSOCIATES, INC	212265	5/15/2019	MAY2019 LNDSCPE MAINT @	10,550.00	
				212266	5/15/2019	MAY2019 LNDSCPE MAINT @	6,067.36	
				212267	5/15/2019	MAY2019 LNDSCPE MAINT @	4,836.00	
				212467	5/21/2019	INSTLL'D PLANTS @ CORP Y,	1,430.00	
				212468	5/21/2019	LNDSCPE MAINT @ CORP YA	2,250.00	
				212275	5/15/2019	MAY2019 LNDSCPE MAINT @	3,600.00	
				212277	5/15/2019	MAY2019 LNDSCPE MAINT @	1,600.00	
				212404	5/17/2019	RMV'D TREE @ BGDMA PARK	130.00	
				212405	5/17/2019	INSTLL'D TREE @ VETERANS	350.00	
				212406	5/17/2019	INSTLL'D PLANTS @ CITY HA	355.00	31,168.36
105473	6/26/2019	01732	WAXIE SANITARY SUPPLY	78212900	4/17/2019	BOBRICK SOAP DISPENSER	746.90	746.90
105474	6/26/2019	53200	WEST CALI PLUMBING	000695	5/14/2019	PLUMBING REPAIRS @ FIRE	885.87	885.87

-09-



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105475	6/26/2019	49778	WEST COAST ARBORIST, INC145563	2/13/2019	PE2/13 TREE MAINT @ LLMD	676.00	
			145572	2/28/2019	PE2/28 TREE MAINT @ LLMD	4,786.00	
			147527	2/18/2019	GPS INVENTORY	312.00	
			145570	2/22/2019	PE2/22 TREE MAINT @ LLMD	1,834.00	
			144272-A	1/11/2019	PE1/11 TREE MAINT @ LLMD	260.00	
			145528-A	2/18/2019	PE2/18 TREE MAINT @ LLMD	156.00	
			145568	2/19/2019	PE2/19 TREE MAINT @ LLMD	3,628.00	11,652.00
105476	6/26/2019	51697	WESTERN WATER WORKS S156229-00	5/28/2019	CPLG INSTA-TITE PEP & ADP	868.69	
			56236-00	5/29/2019	POLYMER MTR BOX, 2PC PO	207.17	
			56257-00	5/31/2019	SEWER CPLG CI/PVC X CI/PV	50.03	
			56050-00	5/30/2019	H&C CONC READING LID	87.00	1,212.89
105477	6/26/2019	48971	XPRESS GRAPHICS & PRINTII19-31622	5/24/2019	NEWSLETTER+POSTAGE	6,428.47	
			19-31660	5/29/2019	POLE BANNERS	476.60	
			19-30531	4/5/2019	POSTERS/FLYERS (POOL HR	231.17	
			19-31379	5/14/2019	POLE BANNERS	139.86	7,276.10
<b>Sub total for WELLS FARGO BANK:</b>							<b>1,360,943.27</b>

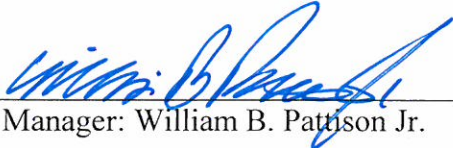
-19-

124 checks in this report.

Grand Total All Checks: 1,360,943.00

-62-

Date: June 26, 2019

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

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

Bank : wfb WELLS FARGO BANK

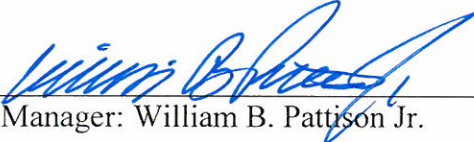
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105478	6/26/2019	53305	ALVAREZ, JENARO	Ref000205262	6/19/2019	UB Refund Cst #00050514	80.63	80.63
105479	6/26/2019	53296	BALDERAS, JULIAN	Ref000205253	6/19/2019	UB Refund Cst #00041328	73.49	73.49
105480	6/26/2019	53300	CEDILLO, SARAH	Ref000205257	6/19/2019	UB Refund Cst #00049234	83.74	83.74
105481	6/26/2019	53299	CORTEZ, EDWARD	Ref000205256	6/19/2019	UB Refund Cst #00047694	51.81	51.81
105482	6/26/2019	53301	DESERT CONCEPTS CONST	Ref000205258	6/19/2019	UB Refund Cst #00049871	931.79	931.79
105483	6/26/2019	53303	GRACE REAL ESTATE	Ref000205260	6/19/2019	UB Refund Cst #00050170	44.03	44.03
105484	6/26/2019	53304	GRACE REAL ESTATE	Ref000205261	6/19/2019	UB Refund Cst #00050288	8.49	8.49
105485	6/26/2019	53298	GUERRERO, RICARDO	Ref000205255	6/19/2019	UB Refund Cst #00047430	72.09	72.09
105486	6/26/2019	53307	LEON, JOHN	Ref000205264	6/19/2019	UB Refund Cst #00047073	67.09	67.09
105487	6/26/2019	53297	LUKE, FRANCE	Ref000205254	6/19/2019	UB Refund Cst #00045460	45.22	45.22
105488	6/26/2019	53306	RAGLAND, JONATHAN	Ref000205263	6/19/2019	UB Refund Cst #00050729	98.59	98.59
105489	6/26/2019	53302	SIGNATURE CAPITAL PROPE	Ref000205259	6/19/2019	UB Refund Cst #00050099	93.92	93.92
<b>Sub total for WELLS FARGO BANK:</b>							<b>1,650.89</b>	

12 checks in this report.

Grand Total All Checks: 1,650.

-64-

Date: June 26, 2019

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

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

**ITEM 8.b.**





## STAFF REPORT 6/26/2019

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

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

**SUBJECT:** Ordinance No. 1138 approving Change of Zone No. 18-03 to add the RC (Retail - Cannabis) Overlay Zone to the existing C-G (General Commercial) zone amending the Official Zoning Map for property located at the southwest corner of Grapefruit Boulevard and 6th Street. HOTN/ Sinsemilla, Applicant. (Second Reading)

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### **STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance No. 1138 approving Change of Zone No. 18-03 to add the RC (Retail Cannabis) Overlay Zone to the existing C-G (General Commercial) zone located at the southwest corner of Grapefruit Boulevard and 6th Street.

### **BACKGROUND:**

On May 8, 2019 the City Council introduced for first reading, by title only, Ordinance No. 1138 as part of the HOTN/ Sinsemilla retail cannabis and taproom bar/pub proposed for the existing vacant building located at 1694 6<sup>th</sup> Street. The Planning Commission reviewed the project and recommended to City Council approval of the zone change request on March 20, 2019.

### **DISCUSSION/ANALYSIS:**

The City Council approved the HOTN/Sinsemilla retail cannabis dispensary, and taproom bar/pub project on May 8, 2019. The applicant's intend to convert the ground floor of the existing two-story building located at 1694 6<sup>th</sup> Street, into a two-unit commercial suites building. The tenant space nearest Grapefruit Boulevard would be used for a 1,839 square foot retail cannabis dispensary, and the tenant space on the west side of the building would be a 1,432 square foot taproom bar/pub. This change of zone is required in order to allow the retail cannabis store to operate in the Pueblo Viejo sub zone.

### **ALTERNATIVES:**

- 1) Adopt Ordinance No. 1138 approving Change of Zone No. 18-03.
- 2) Deny Ordinance No. 1138 with findings.
- 3) Continue this matter and provide staff with direction.

# ITEM 8.b.

## **FISCAL IMPACT:**

There are no fiscal impacts associated with this action in that it merely creates the proper zoning to allow the operation of a retail cannabis dispensary on the subject site, subject to the conditions of approval previously imposed on the business through Conditional use Permit No. 299.

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

Staff recommends Alternative #1 above.

Attachment: Ordinance No. 1138 - 2<sup>nd</sup> Reading



## ORDINANCE NO. 1138

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE NO. 18-03 TO ADD THE RC (RETAIL-CANNABIS) OVERLAY ZONE TO THE EXISTING C-G (GENERAL COMMERCIAL) ZONE AMENDING THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF GRAPEFRUIT BOULEVARD AND 6<sup>TH</sup> STREET; HOTN/COACHELLA SINSEMILLA, APPLICANT.**

**WHEREAS**, in June 2018, HOTN/Coachella Sinsemilla filed an application for Change of Zone 18-03 to change the zoning on a 5,000 square foot lot located at the southwest corner of Grapefruit Blvd and 6<sup>th</sup> Street (also known as 1694 6<sup>th</sup> Street) from C-G (General Commercial) to CG-RC (General Commercial-Retail Cannabis Overlay zone, and,

**WHEREAS**, the City has processed Change of Zone No. 18-03 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**, on March 20, 2019 the Planning Commission of the City of Coachella held a duly noticed and published Public Hearing on the proposed project and recommended to the City Council approval of Change of Zone No. 18-03 adopting the recommended findings and staff recommendations; and,

**WHEREAS**, on May 8, 2019 the City Council of the City of Coachella held a duly noticed and published Public Hearing on the proposed project and the City Council finds that the applicant's request for Change of Zone No. 18-03 is internally consistent with the overall goals, objectives, policies and implementation measures of the Coachella General Plan 2035.

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

**Section 1.** That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone No. 18-03 Map marked "Exhibit A" from C-G (General-Commercial) to General Commercial-Retail Cannabis Overlay (CG-RC) Zone on property located at the southwest corner of Grapefruit Blvd and 6<sup>th</sup> Street, with the findings listed below.

**Findings for Change of Zone 18-03:**

1. The proposed change of zone is consistent with the intent and purpose of the City's General Plan in that the proposed General Commercial-Retail Cannabis Overlay zone (CG-RC) allows the development of a retail cannabis dispensary that is in keeping with the goals and policies of the General Plan. The future uses permitted in the C-G-RC zone are compatible with the surrounding areas and the levels of traffic characteristic of roads such as Grapefruit Blvd and 6<sup>th</sup> Street.

# ITEM 8.b.

2. The proposed change of zone is consistent with the intent and purposes of the CG-RC zoning district in that the proposed project will provide for a retail cannabis dispensary in the Pueblo Viejo sub-zone, consistent with the City's commercial cannabis ordinances.

## **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. 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 26<sup>th</sup> day of June 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 8.b.

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

**I HEREBY CERTIFY** that the foregoing Ordinance No. 1138 was duly and regularly introduced at a meeting of the City Council on the 8<sup>th</sup> day of May 2019, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 26<sup>th</sup> day of June 2019.

AYES:

NOES:

ABSENT:

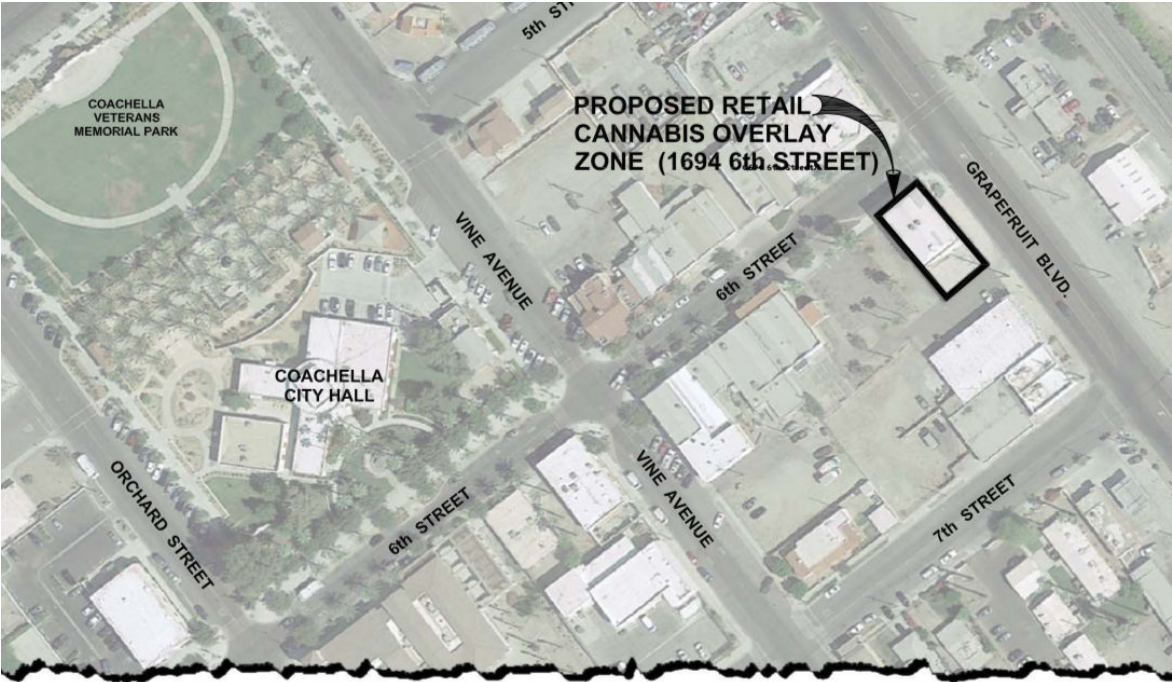
ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk

# ITEM 8.b.

“Exhibit A”



PROPOSED CHANGE OF ZONE



**ITEM 8.c.**





**STAFF REPORT**  
**6/26/2019**

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

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

**SUBJECT:** Authorize City Manager to execute Agreement between County of Riverside and City of Coachella for Household Hazardous Waste Collection Program.

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**STAFF RECOMMENDATION:**

Authorize City Manager to execute Agreement between County of Riverside and City of Coachella for Household Hazardous Waste Collection Program.

**BACKGROUND:**

For over 15 years, the City of Coachella has partnered with the County of Riverside to provide a household hazardous waste collection program. This program provides a location in the City for residents to safely dispose of their household hazardous materials such as paints, cleaning solvents and batteries. In addition to the events held in the City of Coachella, numerous other collection events are held in various parts of the County throughout the year.

**DISCUSSION/ANALYSIS:**

Since 2006, the Waste Management Department of the County has administered and coordinated the collection program. The City's collaborative effort with the County provides the site location, traffic control for the site, and advertisement of the event. This annual program has been held on two Saturdays each year at the Bagdouma Pool Parking Lot.

In 2014, the City entered into a similar agreement with the County of Riverside to conduct the HHW collection program. That agreement term is coming to an end June 30, 2019 and a new agreement with similar roles and responsibilities is recommended for approval; the term of the new agreement will be for five years (July 1, 2019 – June 30, 2024).

**FISCAL IMPACT:**

The recommended action will not have a negative impact on the budget.

Attachment:  
Proposed Agreement





**AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND  
CITY OF COACHELLA FOR  
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

This Agreement is made and entered into by and between the City of Coachella, a general law city and municipal corporation (“CITY”), and the County of Riverside, a political subdivision of the State of California, on behalf of the Department of Waste Resources (“COUNTY”). This Agreement establishes the responsibilities of each party concerning COUNTY’S Household Hazardous Waste (“HHW”) Collection Program for CITY.

**RECITALS**

WHEREAS, CITY and COUNTY recognize that it is in the public interest to establish and implement waste diversion and separation programs to prevent disposal of hazardous waste, including household hazardous waste, in landfills; and,

WHEREAS, COUNTY has a well-developed and established HHW Collection Program, for the purpose of diverting household hazardous waste; and,

WHEREAS, CITY has a site for a Temporary HHW Collection Event located on land owned by CITY at 84625 Bagdad Ave., Coachella, CA 92236 (designated as Bagdouma Park), suitable for conducting HHW collection for the benefit of CITY and COUNTY citizens (“HHW Collection Event”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties mutually agree as follows:

**1. COUNTY’S DUTIES**

1.1 COUNTY agrees to provide and/or perform the following services related to holding a HHW Collection Event:

1.1.1 Obtain and fund the services of a state certified, licensed, bonded

# ITEM 8.c.

1 and insured hazardous waste transportation and disposal company through the  
2 competitive bidding process, with all costs for disposal of waste, staffing, and  
3 implementation of the program remaining the responsibility of COUNTY;

4 1.1.2 Provide liability coverage and indemnification to the extent specified in  
5 Section 5 below, with insurance coverage provided through COUNTY'S  
6 self-insurance program;

7 1.1.3 Determine that the hazardous waste disposal company contracted for the  
8 HHW Collection Event has obtained appropriate certificates of insurance that  
9 meet the criteria as established in the Code of Federal Regulations, Title 49,  
10 California Health and Safety Code, and for Workers' Compensation coverage;

11 1.1.4 Clean up any spills at the designated HHW Collection Event site  
12 associated with the HHW Collection Event, and upon completion of the HHW  
13 Collection Event, clean up the designated site to the condition existing prior to the  
14 HHW Collection Event;

15 1.1.5 Ensure that no hazardous materials of any type remain on site at the  
16 conclusion of the HHW Collection Event, and/or that any household hazardous  
17 waste left at the site is promptly removed upon prior arrangements by COUNTY  
18 with CITY;

19 1.1.6 Obtain all of the necessary permits and variances with the State of  
20 California, Environmental Protection Agency, Department of Toxic Substances  
21 Control and the County of Riverside, Community Health Agency, Department of  
22 Environmental Health, Certified Unified Program Agency known as the CUPA;

23 1.1.7 Ensure that staffing to assist in site security and in receiving, classifying,  
24

1 packaging, and manifesting the household hazardous waste received is provided,  
2 either by COUNTY or the contracted disposal company, with a representative  
3 from COUNTY supervising the activities at the HHW Collection Event;

4 1.1.8 Ensure that the contracted hazardous waste disposal company completes  
5 the off-site transportation and ultimate disposal of the hazardous waste, in  
6 accordance with State and Federal hazardous waste management and  
7 transportation laws;

8 1.1.9 Act as an independent contractor in the performance of its obligations  
9 hereunder, being subject to the control or direction of CITY merely as to the  
10 result to be accomplished by the services hereunder, and not as to the means and  
11 methods for accomplishing the results. COUNTY assumes exclusively the  
12 responsibility for its acts, and the acts of its employees or agents as they relate to  
13 the services to be provided under this Agreement; COUNTY shall not be entitled  
14 to any benefits payable to employees of CITY, including CITY workers'  
15 compensation benefits, and hereby holds CITY harmless from any and all claims  
16 that may be made against CITY based upon any contention by any third party that  
17 an employer-employee relationship exists by reason of this Agreement;

18 1.1.10 Provide regional advertising of HHW collection schedule and events and  
19 approve advertising provided by CITY as set out in Section 2.2.1.

20 **2. CITY’S DUTIES**

21 2.1 CITY agrees to provide a city-owned site, currently located at 84625 Bagdad  
22 Ave., Coachella, CA 92236 (designated as Bagdouma Park), that is satisfactory to  
23 COUNTY and meets the following requirements:

# ITEM 8.c.

1 2.1.1 Safety considerations;

2 2.1.2 Convenience to the public;

3 2.1.3 Safe and convenient traffic flow;

4 2.1.4 Available work space for handling, packaging, and transportation of  
5 hazardous waste;

6 2.1.5 Concrete or asphalt work area;

7 2.1.6 Access to gates, water, electrical, and restroom facilities for the duration  
8 of the HHW Collection Event.

9 2.2 CITY shall be responsible for the following activities:

10 2.2.1 At CITY expense, HHW collection event and permanent HHW collection  
11 facility advertising, as approved by COUNTY in writing, using local news media,  
12 distribution of printed flyers/posters, and/or community service organizations;

13 2.2.2 May utilize volunteers for specific tasks, such as traffic control, handing  
14 out of flyers, surveys, etc., with any personnel within the collection site subject to  
15 COUNTY approval.

## 16 3. JOINT PROVISIONS

17 3.1 COUNTY and CITY shall undertake joint responsibility for planning and  
18 coordination meetings with CITY's City Manager's Office, Department of Waste  
19 Resources Department, CITY Fire Department, and other departments or agency  
20 representatives, as necessary.

21 3.2 The hours of operation for the HHW Collection Event(s) will be 9:00 a.m. to 2:00  
22 p.m. on days mutually agreed upon in writing and scheduled sufficiently in advance for  
23 HHW Collection Event arrangements to be made by both Parties.

1 **4. HHW COLLECTION PROGRAM**

2 4.1 The HHW Collection Event shall meet the following operations standards:

3 4.1.1 Traffic cones shall be set up to control traffic through the collection  
4 facility;

5 4.1.2 All vehicles shall have trunks open upon entering the restricted zone and  
6 occupant shall participate in a survey to be designed for both CITY and  
7 COUNTY use. Only authorized and trained personnel shall be allowed in the  
8 restricted waste handling areas. The restricted areas shall include the following:

9 4.1.2.1 Vehicle unloading area;

10 4.1.2.2 Categorization and waste packaging area;

11 4.1.2.3 Area for processing “unknown” wastes to determine hazard class.

12 4.1.3 The restricted areas (except the unloading area) will have, at a minimum, a  
13 6 millimeter layer of Vizqueen to prevent contamination of the pavement or soil.  
14 Only authorized personnel shall be allowed in the restricted area;

15 4.1.4 Trained contracted or COUNTY staff shall segregate wastes according to  
16 hazard classification, package compatible materials into Federal Department of  
17 Transportation approved hazardous materials shipping containers and fill with  
18 inert, moisture absorbent, granular, packing material as appropriate. Each  
19 shipping container shall be labeled and marked in accordance with State and  
20 Federal laws and regulations;

21 4.1.5 Shipping papers shall consist of written Hazardous Waste Manifests and  
22 Bills of Lading according to the appropriate waste stream profile;

# ITEM 8.c.

1 4.1.6 COUNTY shall retain copies of each Hazardous Waste Manifest and/or  
2 Bill of Lading for a minimum of three (3) years as prescribed by law;

3 4.1.7 All waste classification, packaging, labeling, marking, manifesting, and  
4 transportation for recycling and disposal of hazardous waste shall be done in  
5 accordance with all applicable Federal and State Transportation laws and  
6 regulations pertaining to hazardous materials;

7 4.1.8 COUNTY shall have the responsibility for the disposition of the hazardous  
8 waste collected from the HHW Collection Program, with concurrence of the  
9 contracted hazardous waste transportation and disposal company;

10 4.1.9 Reuse and recycling, rather than disposal, shall be considered as the  
11 primary waste management method for material that can be reused or recycled in  
12 a timely and cost effective manner;

13 4.1.10 Treatment methods of detoxification and/or incineration shall be  
14 considered before Class I landfill disposal;

15 4.1.11 All final recycling, treatment, and disposal facilities considered must be  
16 authorized and found without substantial violations by the appropriate State  
17 and/or Federal regulatory agencies;

18 4.1.12 Effort will be made to recycle water-based paint so that it can be utilized  
19 for graffiti abatement projects or other useful purposes;

20 4.1.13 COUNTY or contracted personnel shall remain on-site until all hazardous  
21 waste is properly packaged, stowed and removed from the event site in secured  
22 trailers to prevent the potential for spills or release to the event site, unless prior  
23 arrangements are made with the CITY;

1 4.1.14 During the HHW Collection Event, the County of Riverside Hazardous  
2 Materials Emergency Response Team shall be on call;

3 4.1.15 COUNTY shall require that this HHW Collection Program be open and  
4 available to any resident of COUNTY and that non-residentially generated waste  
5 is excluded from acceptance;

6 4.1.16 COUNTY shall provide a report to CITY that shall quantify the amount  
7 and types of household hazardous waste collected at the planned HHW Collection  
8 Event.

9 **5. HOLD HARMLESS/INDEMNIFICATION**

10 5.1 CITY shall indemnify and hold harmless the County of Riverside, its Agencies,  
11 Districts, Special Districts and Departments, their respective directors, officers, Board of  
12 Supervisors, elected and appointed officials, employees, agents and representatives  
13 (“COUNTY’S Indemnified Parties”) from any liability, claim, action or damage  
14 whatsoever, including but not limited to, property damage, bodily injury, or death, based  
15 or asserted upon any act or omission of CITY, its officers, employees, subcontractors,  
16 agents or representatives arising out of or in any way relating to this Agreement and  
17 CITY shall defend at its sole expense and pay all costs and fees, including but not limited  
18 to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the  
19 COUNTY’S Indemnified Parties in any such claim or action.

20 5.2 COUNTY shall indemnify and hold harmless CITY, its officers, employees,  
21 subcontractors, agents or representatives (“CITY’S Indemnified Parties”) from any  
22 liability whatsoever, including but not limited to, property damage, bodily injury, or  
23 death, based or asserted upon any services of COUNTY, its Agencies, Districts, Special

# ITEM 8.c.

1 Districts and Departments, their respective directors, officers, Board of Supervisors,  
2 elected and appointed officials, employees, agents and representatives arising out of or in  
3 any way relating to this Agreement and COUNTY shall defend at its sole expense and  
4 pay all costs and fees, including but not limited to, attorney fees, cost of investigation,  
5 defense and settlements or awards, on behalf of the CITY'S Indemnified Parties in any  
6 claim or action based upon such liability.

7 5.3 With respect to any action or claim subject to indemnification herein, the  
8 indemnifying party shall, at their sole cost, have the right to use counsel of their choice  
9 and shall have the right to adjust, settle, or compromise any such action or claim without  
10 the prior consent of the indemnified party; provided, however, that any such adjustment,  
11 settlement or compromise in no manner whatsoever limits or circumscribes the  
12 indemnifying party's obligation to indemnify as set forth herein.

13 5.4 The provisions of this section shall survive the term of this Agreement.

## 14 **6. ADMINISTRATION**

15 6.1 COUNTY Department of Waste Resources General Manager-Chief Engineer, or  
16 designee, shall administer this Agreement on behalf of COUNTY.

17 6.2 CITY's City Manager, or designee, shall administer this Agreement on behalf of  
18 CITY.

## 19 **7. ALTERATION**

20 7.1 No alteration or variation of the terms of this Agreement shall be valid unless  
21 made in writing and signed by the parties hereto, and no oral understanding or agreement  
22 not incorporated herein, shall be binding on any of the parties hereto.

## 23 **8. TERM OF AGREEMENT**



8.1 This Agreement shall be effective as of July 1, 2019, and continue in effect through June 30, 2024, unless terminated by either party, with or without cause, upon thirty (30) days written notice served on the other party. In no event shall the Agreement be extended beyond June 30, 2024.

**9. ENTIRE AGREEMENT**

9.1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements both oral and written. This Agreement may be amended in writing with the concurrence of both parties.

**10. FORCE MAJEURE**

10.1 If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**11. SEVERABILITY**

11.1 If any provision or part thereof in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions or part thereof will nevertheless continue in full force without being impaired or invalidated in any way.

[Signatures of Following Page]

# ITEM 8.c.

1           IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives  
2 to execute this Agreement on the date written below.

3

4 CITY OF COACHELLA

COUNTY OF RIVERSIDE

5 By \_\_\_\_\_  
6       William B. Pattison, Jr.  
7       City Manager

By \_\_\_\_\_  
Hans Kernkamp  
General Manager-Chief Engineer  
Department of Waste Resources

7 Date: \_\_\_\_\_

Date: \_\_\_\_\_

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ITEM 8.d.





**STAFF REPORT**  
**6/26/2019**

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

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

**SUBJECT:** Authorize award of Amendment No. 1 to the Maintenance Agreement between the City of Coachella and Siemens Mobility, Inc., approving an additional one year term extension.

**STAFF RECOMMENDATION:**

Authorize award of Amendment No. 1 to the Maintenance Agreement between the City of Coachella and Siemens Mobility, Inc., approving an additional one year term extension.

**EXECUTIVE SUMMARY:**

The City published a Request for Proposals (RFP) for the Traffic Signal Maintenance Project No 071317B on June 13, 2017. On October 11, 2017, City Council awarded the correspondent maintenance agreement to Siemens Mobility, Inc. for a two year term and in the amount not to exceed \$90,000. Siemens Industry, Inc. has since transferred all business agreements to its new legal name, Siemens Mobility, Inc. As the City is satisfied with the services provided by their existing contract staff is recommending awarding Amendment No. 1 to their existing agreement, which would amend the following:

- update the contractor name from Siemens Industry Inc to Siemens Mobility Inc;
- increase the term of the original agreement by one year from October 15, 2017 – October 14, 2020 (currently ending October 14, 2019);
- increase the compensation to allow for the additional year of services for an amended not to exceed amount of \$135,000.00 (currently NTE \$90,000.00);
- update per unit rates as permissible by the RFP to allow for Consumer Price Index adjustment of 3% (these are updated in Exhibit C of the Agreement).

**FISCAL IMPACT:**

The recommended action will not have a negative impact on the budget. The award amount is allocated in the recommended Fiscal Year 2019/2020 Street Divisional Budgets.

Attachment:  
Proposed Agreement



**CITY OF COACHELLA - PROFESSIONAL SERVICES  
AGREEMENT AMENDMENT NO. 1**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 12<sup>th</sup> day of June, 2019, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 1515 Sixth Street, Coachella, California 92236 (“City”) and Siemens Mobility, Inc. (formally Siemens Industry, Inc), a corporation with its principal place of business at 2250 Business Way, Riverside CA 92501 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 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 **Traffic Signal Maintenance** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.3 Project. City desires to engage Consultant to render such services for the **Traffic Signal Maintenance Services** project (“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 **Traffic Signal Maintenance** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from October 15, 2017 to October 14, 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. City alone (not the Consultant) shall have the option to extend the term of this Agreement for one successive one (1) year period (individually, “Subsequent Term” and collectively, “Subsequent Terms”) on the same terms and conditions as set forth in this

# ITEM 8.d.

Agreement (including, without limitation, the rates set forth in the Compensation Schedule attached hereto as Exhibit “C” and incorporated by reference herein); provided however, that the amount of the total compensation, including authorized reimbursements, for any Services rendered in any Subsequent term(s) (if such Subsequent Term(s) is desired by City), shall not exceed the amount required to be appropriated by City, in its sole and absolute discretion. Such extension(s) shall be made by City providing written notice to Consultant. Consultant shall complete the Services within the applicable Term of the Agreement, and shall meet any other established schedules and deadlines as may be set by City staff on an on-call and as-needed basis from time to time.

## 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: **Michael Hutchens**.

3.2.5 City's Representative. The City hereby designates **City Manager**, or his or her 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 **Michael Hutchens**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant 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. 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,

# ITEM 8.d.

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 the Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor 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 subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) 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 One Million Dollars (\$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 Services, 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 insureds with respect to the Services 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 Employers 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

# ITEM 8.d.

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-VII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 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 subcontractors, 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 Thirty Five Thousand Dollars and No Cents (\$135,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below; and if authorized, said Extra Work 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 forty-five (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 Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. As the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is One Thousand Dollars (\$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, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest 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.

# ITEM 8.d.

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 documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, 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:

<u><b>City</b></u>	<u><b>Consultant</b></u>
City of Coachella	<b>Siemens ITS Riverside Office</b>
1515 Sixth Street	<b>2250 Business Way</b>
Coachella, CA 92236	<b>Riverside, CA 92501</b>
Attn: <b>Maritza Martinez</b>	Attn: <b>Michael Hutchens</b>

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 subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor 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 & 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. 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 or incident to any negligent acts or omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages 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 such 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.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

# ITEM 8.d.

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 subcontractors 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. 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 subcontractor, 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 any 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.

**[SIGNATURES ON FOLLOWING PAGE.]**

# ITEM 8.d.

**CITY OF COACHELLA**

**Siemens Mobility Inc.**

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

By: \_\_\_\_\_

*Attest:*

By: \_\_\_\_\_  
Angela M. Zepeda, City Clerk

*Approved as to Form:*

\*\*\*\*Approved Form\*\*\*\*  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT “A”****SCOPE OF SERVICES****EXHIBIT “A” – SCOPE OF  
WORK TRAFFIC SIGNAL  
MAINTENANCE SERVICES****A. General Description**

The traffic signal maintenance contractor (“Contractor”) shall perform routine scheduled maintenance, extraordinary, emergency repairs and technical support for the City of Coachella’s (“City”) traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, and all appurtenant equipment. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain in a good and workmanlike manner traffic signal facilities in accordance with the proposal and the defined scope of work. Traffic signal systems shall include but not be limited to all traffic signal indications, traffic signal controllers, electrical service, battery back-ups, electrical or mechanical traffic control or traffic devices, traffic poles, emergency vehicle pre-emption equipment, interconnect, cabinets, splice pedestals, street lights, and all related hardware at all City signalized intersections.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. Required normal working hours for maintenance coverage is from 7:00 a.m. to 5:00 p.m. Monday through Friday; however, twenty-four-hour (24), on-call response to City’s request for maintenance and repair services is required. In general, routine responses related to these maintenance functions during normal working hours and maintenance requiring scheduled night-rides shall be considered normal scheduled maintenance work. All extraordinary and emergency work performed outside these specified hours and on holidays shall be paid at the approved overtime rates.

All identified City intersections per this agreement shall be regularly patrolled by Contractor or its representative with verified monthly inspections per an established checklist. The Contractor shall recognize these traffic signals, warning devices, and highway safety lighting as critical safety devices to the public; timely response to requests and completion of final repairs is imperative.

**B. Specifications**

All signal work shall be performed in accordance with the current Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation (latest edition), and “Greenbook” Standard Specifications for Public Works Construction (latest edition), and the current City Standard Plans. All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Director of Public Works, or his authorized representative.

# ITEM 8.d.

Failure to pass inspection on any maintenance, repair and service item will result in non-payment for that item until such time as the Contractor can complete the item to the satisfaction of the City.

## **C. Compensation for Maintenance**

City will compensate Contractor for monthly routine maintenance at the contract monthly unit price (lump sum). Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no extra compensation will be allowed.

Extraordinary maintenance shall be invoiced at the established rates per Exhibit C of the Agreement and shall include all labor, materials, equipment and profit. All items not covered shall require a negotiated price and approval by the Director of Public Works or authorized representative. All extraordinary maintenance requires City authorization prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the traffic signal system. Contractor shall still submit the appropriate documentation for subsequent authorization of the emergency work including photos of any visible damage with details of any final repairs that might be required including a schedule for completion. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

## **I. CONTRACTOR REQUIREMENTS**

### **A. Facilities**

The Contractor shall at all times maintain local facilities where assigned personnel have access to all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work within the required response times necessary to maintain in a good and workmanlike manner all traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment in accordance with the proposal and the defined scope of work.

The Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. The Contractor shall have on-hand at least one (1) spares each of McCain 2070E/ATC eX 2070 (includes controller software updates) and one (1) spare McCain Conflict Monitors available for deployment within the City. The Contractor shall also have at least two (2) spare battery sets to replace failed Battery Back-Up Units.

The Contractor shall provide to the technicians assigned to the City digital cameras that can clearly record damaged or inventoried equipment and provide visual records relating to work requests submitted to the City.

The Contractor shall have available adequately skilled personnel and proper lab testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment, and traffic control appurtenances. All testing and test facilities shall conform to State of California, Department of Transportation (Caltrans) current specifications for McCain controllers.

## **B. Personnel**

The Contractor shall provide at least one (1) full-time Transportation System Electrician to perform normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled maintenance services shall be provided during the 7:00 a.m. to 5:00 p.m. weekday working hours of this contract. In addition, these positions may be required to perform extra work or additional repairs at the request of the Director of Public Works or designee. The Transportation System Electricians shall be certified or licensed according to State of California requirements for electrical workers, and shall have current certification of at least Level II Traffic Signal Technician or higher from the International Municipal Signal Association (IMSA) throughout the entire duration of the contract. They shall also be trained in the operation and repair of McCain 2070, ATC eX 2070, including software compatibility and timing functions.

The Contractor shall provide City with documentation on the approved electricians including copies of their licenses or certifications, assigned service vehicle information and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one-hundred percent (100%) of assigned technician time shall be submitted monthly as outlined in this scope of work.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a certified Transportation System Electrician to be deployed on an as-needed basis such as re-lamping, lens cleaning, underground services alert responses, painting, night inspections for Illuminated Street Name Signs (ISNS), safety lighting, City owned street lights, or other work as required. Night inspections for safety lighting, City owned street lights, Battery Backup Systems, and ISNS will be conducted after dusk and overtime rates shall not apply to these activities.

All personnel shall be trained in Equal Employment Opportunity policies and shall conduct themselves in a respectful and professional manner at all times. The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If requested by the City, the Contractor shall replace any personnel assigned to the City whose performance or conduct is considered unacceptable by the City, or the standards established per the contract.

## **C. Service Requests 24-Hour Phone Access**

The Contractor shall maintain a single, attended (real person contact) local telephone number where they can be reached twenty-four (24) hours a day, seven days a week to provide maintenance and repair services as requested by the City, including replacement of burned-out vehicle indications, adjustments of turn signal heads, repair of controller malfunctions or any damage creating a public hazard. This telephone number shall be made available to all persons designated by the City.

# ITEM 8.d.

The Contractor shall maintain and provide mobile communication that permits City direct phone and email communications with all supervisors and technicians assigned to the City and their designated representatives. This includes providing equipment for their receipt and responses to emails in addition to phone calls while in the field.

The Contractor shall subscribe to Underground Services Alert (USA) on-line interconnect notifications to receive direct request or notices for identification of City underground facilities.

## **D. Response Criteria for Requested Services**

Whenever the Contractor receives requested service calls from the City or its designated representatives, Contractor shall provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival.

As part of emergency response, Contractor may be required to respond to accidents at signalized intersections to inspect and/or repair traffic signal system, equipment, and operation. Contractor shall perform a complete preventive maintenance check as outlined in this scope of work, thoroughly examining and inspecting all equipment at the location for physical damage or equipment malfunctions including a complete check of the controller and conflict monitor. Photos shall be taken of any damage and submitted with a written report summarizing the results of the examination and inspection. These reports and photos shall be submitted within five (5) calendar days. A request for authorization for the emergency work and needed repairs shall also be submitted with the required report and photos.

## **E. Additions to Traffic Signal System**

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

## **F. Maintenance Records**

Contractor shall maintain a record of all service calls and work performed upon the signal equipment listing dates, hour of day, and description of work or work performed. All proposed forms shall be submitted by the Contractor to the City for its approval prior to use.

# ITEM 8.d.

1. **Each Intersection.** The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this contract, including but not limited to, vehicle and pedestrian timing sheets, detectors, cabinet wiring, interconnect equipment, pre-emptive control, or similar equipment.

The Contractor shall maintain a separate record at each intersection detailing monthly maintenance, inspections, and repairs of controller and related equipment. All entries shall be made on a standardized form, legible and made in chronological order on the sheet in indelible ink. The required entry shall include date, time, reason for visit, observations and/or work performed, and initials of individual making the entry. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

2. **Office Records.** The Contractor shall maintain a complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on the contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual on each piece of equipment and show all chargeable time to this contract for every twenty-four-hour (24) period. This record shall include the date and time of day the work was performed at each intersection, the description of work performed, and the name of the technician(s) that performed the work.

Upon request, the Contractor shall provide monthly summaries accounting for one hundred percent (100%) of the work hours of the assigned technicians and related staff assigned to the City. This shall include all assignments per the City's scope of work and any shared time staffing other contracts. Failure to comply will delay payment of the monthly invoices.

3. **Activities Report.** Two monthly reports providing a complete record of all work performed on the City's Traffic Signal Facilities and a status of pending work orders shall be attached to each associated monthly invoice. The Activities Report is considered part of the routine monthly maintenance; therefore, invoices will not be paid until these summary reports have been received. The monthly Activities Report submitted with each invoice shall include:

- Location of each separate service
- Date and approximate time for the service
- Reason for the service
- Identification of the type of service (Routine, Extraordinary and/or Emergency)
- Status of repair (complete or temporary)
- For Temporary – Estimated date of final repairs
- Who called in the request for service
- Name of technicians(s) performing the service
- Number of hours spent for each service

# ITEM 8.d.

With each monthly invoice, the Contractor shall provide a monthly status report of open or incomplete work orders. This shall include any work that has been identified pending approved maintenance/repairs, temporary repairs, or maintenance pending delivery of equipment. The report shall include:

- Location of pending work
- Date of authorization
- Reason the work is incomplete
- Estimated date when the service will be completed

## **4. Citywide Underground References.**

Contractor shall be responsible to maintain copies of City records for performing the required underground marking of facilities including, but not limited to, traffic signal and interconnect plans. The Contractor shall also note any corrections to these records or location of traffic signal facilities that have been identified by Contractor for future use. Copies of these updates to the records shall be transmitted to the City with the monthly invoices.

## **G. City Notification of Changes in Traffic Signal Equipment or Operation**

Contractor shall notify by telephone and/or email within twenty-four (24) hours of the next business day the Director of Public Works or designee regarding alterations of the operation of any signal or the installation/removal of any substitute controller or component.

## **H. Shut Downs**

Contractor shall notify Coachella's Police Services (Riverside County Sheriff's Department) and the Director of Public Works or authorized representative of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turnoffs or turn-ons until a staff member is present or unless given permission to proceed without staff presence by the Director of Public Works or authorized representative.

## **I. Type of Signal System Equipment**

The fee prices for both the routine and extraordinary maintenance shall apply to all types of signal controllers, accessories and systems as may exist in the City now or that may be installed during the life of the Contract. At no additional compensation, the Contractor shall provide training and certifications to the personnel assigned to the City in maintenance and operation of the current City traffic signal equipment and related systems as needed.



**J. Warranty Service**

Newly installed traffic signal components typically carry a one (1) year warranty provided by the manufacturer and/or installing company. During the warranty period, Contractor is expected to coordinate warranty repairs with the appropriate manufacturer and/or installing firm. The Contractor shall notify the City of any undue delays in response by these other responsible parties in responding to warranty requests and provide a detail summary of the incident.

**K. Traffic Control**

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:00 p.m. to 6:00 p.m. unless an emergency exists and such a closure is necessary to safeguard the traveling public.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with Part 6 "Temporary Traffic Control" of the current "California Manual of Uniform Traffic Control Devices" (MUTCD–Latest Version) published by the State of California, Department of Transportation, the standards as contained in the "Work Area Traffic Control Handbook" (WATCH–latest edition) published by Building News Inc. or as may be deemed necessary by the Director of Public Works or designee to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

All trucks shall be equipped with a minimum of four (4) STOP signs and small barricades or stands that can be placed in the intersection during an emergency response or "blackout" intersection as needed. Each vehicle used to place and remove components shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining, or removing components.

**II. ROUTINE MAINTENANCE**

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the existing traffic signal control equipment. Contractor shall inspect, clean, and if necessary adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications, continuity checks, testing of the City's signal interconnect system, testing and repair of battery back-up systems, LED and pedestrian indication replacements (labor), rewiring, concrete and foundation repairs, and lamping to maintain existing operation. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regularly scheduled maintenance.

# ITEM 8.d.

## A. Monthly Inspection

Contractor shall inspect, clean, adjust and make a routine inspection of each traffic signal location once per month per the approved proposal. Contractor agrees that it will maintain a record in each controller cabinet showing the date and time checked. Controllers shall not be replaced, except for repair, without prior approval of the City.

The Contractor shall submit a standard checklist for inspections and tasks that are conducted at each intersection, which shall include but not be limited to the following:

1. Clean the inside and outside of all controller cabinet assemblies, electrical service, battery back-up cabinets, and interconnect cabinets, removing any foreign material including graffiti. Tighten all electrical termination and check all Ethernet connections. Inspect/protect all related facilities for/from ant, bug, or rodent infiltration. Rust and water damage shall be reported to the City in the monthly report.
2. Check the timing of individual signal phasing and integral timing circuits for the correct operation per the timing sheet.
3. Check and verify timing of yellow (clearance) intervals on all phases by stopwatch per the timing sheet.
4. Check and set, if necessary, all real-time digital clocks to the National Bureau of Standard time.
5. Check detector units and systems including but not limited to inductive loops, video detection, and pedestrian push buttons for correct detection of both vehicles and pedestrians and adjust or repair as necessary to restore intended operation. This includes the splicing(or re-splicing)of detector loops and the replacement of pedestrian buttons as needed.
6. Inspect all relays, clocks, dials, motors, switches, and similar equipment for all components of the traffic signal systems. Make routine adjustments or minor repairs as needed.
7. Walk all approaches of the intersection and visually inspect all signal poles, mast arms, signal head and indications (including programmed visibility indications), traffic control signs, pedestrian signals, illuminated street name signs, loop sealants, pull box covers, and any other devices to verify the correct condition, placement, and/or operation. Any traffic signal or illuminated indication that is burned out or has reached 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy, or report visibility deficiencies to the City immediately. Missing signs including pedestrian push button plates shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing or damaged shall be secured, replaced, or repaired.

# ITEM 8.d.

8. Immediately correct all safety deficiencies found during routine inspection and submit work authorizations request to the City to schedule non-emergency work.
9. Check all traffic signal controller communication equipment for proper operation, verify correct IP addresses (controller) and adjust or repair as needed. Replacement of Ethernet switches shall be coordinated with the City and subject to its approval. Contractor shall verify the grounds and connections of the copper twisted pairs at those locations using this communication system. Contractor shall test and make any repairs or adjustments. The City reserves the right to contract this work out to others. Contractor may be required to provide assistance to the City or other firms selected by the City to trouble-shoot Ethernet connections as requested.
10. Check Battery Back-up Systems for proper operations and connections including checking and recording operational voltage range of all batteries, and adjust or repair as needed. The date of new battery installations shall be recorded in the traffic signal cabinet and in the monthly status reports to track the frequency of their required maintenance. The Contractor shall notify the City of non-operable or low-output batteries within twenty-four (24) hours. The replacement of batteries shall be considered extra work and will require approval by the City. If batteries are found to be “exploded” or cracked, the Contractor may be responsible for the cost of the replacement if it is determined that they have not been properly inspected or maintained.
11. Inspection of illuminated street name signs, safety lights, and City owned street lights shall include at least one night-time inspection each month with replacement lamps as required in addition to the timely replacement of burned-out lamps as reported or observed. The Contractor shall notify the City of any sign panels or housing in need of refurbishment or replacement.
12. Inspect the operation of the flashing beacons and make any repairs or replacement of lights as required. For some locations, Contractor shall be responsible for updating the programming on an annual basis based on local school bell schedule. Contractor shall also update the programming for daylight savings twice per year.

## **B. Quarterly Maintenance (Every Three Months)**

1. Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired.

# ITEM 8.d.

## **C. Semi Annual Maintenance (Every Six Months)**

### **1. Air Filters**

Contractor shall replace the air filter elements in all cabinets so equipped every six (6) months.

### **2. Battery Back-Up System**

Traffic signal battery back-up systems shall be checked by electrical bypass for appropriate operation per the manufacturer's specifications. The City shall approve the schedule prior to the commencement of work. Contractor shall also review and prepare a report of annual replacement of batteries by location and submit to the City.

## **D. Yearly Maintenance**

The following tasks required once a year shall be included in the established monthly fees for routine maintenance.

### **1. Conflict Monitor**

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the City. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

### **2. Emergency Vehicle Pre-emption (EVP)**

The optical detector lens shall be cleaned according to the manufacturer's specifications at all signalized intersections and fire-house installations throughout the City. Contractor shall test EVP system on an annual basis. Contractor shall supply a report for testing of EVP system at each intersection. Testing shall take place on a schedule approved by the City. Testing of EVP equipment shall be included in the lump sum bid for extraordinary maintenance. Any EVP equipment shall be repaired or replaced and billed as extraordinary maintenance.

### **3. Traffic Signal Controller Software**

Contractor shall annually verify and update records of current software or firmware for the McCain 2070 controllers/McCain ATC 2070 eX systems. This includes the spare controllers that the Contractor maintains for emergency replacement of failed traffic signal controllers. All updates of controllers that require shut-down of the signal shall be coordinated

with the City and may be required to be conducted at night. Software updates may be required as needed more frequently than once a year.

## **4. Painting**

Contractor shall prepare and submit an annual work authorization request to the City listing cabinets (i.e., controller, splice pedestals, service) and signal head equipment that need painting as identified during the monthly maintenance reviews. Special notification shall be provided regarding rusting or water damage. Authorization for Contractor to proceed on the painting shall be subject to authorization per the terms of Extraordinary Maintenance. Painting to remove graffiti on signal equipment shall be performed by Contractor within twenty-four (24) hours of the observation or report. Contractor shall use the City's current paint standard color and apply paint coverage to provide uniform color on the equipment.

## **E. Repair and Replacement**

Contractor shall replace or repair any and all defective parts of the signal system which cause signal failure or malfunction, as the occasion arises per the routine maintenance, such as the signal controller, flashers, burned-out lamps, detector loops, video detection cameras and/or units, push buttons, sensing units and wiring system, communication internal modems and/or interface units, unless the failure or malfunction falls in the category of extraordinary maintenance as defined in this Request for Proposal.

The Contractor shall complete all work within a timely manner notifying the City within twenty-four (24) hours of the next working day when any equipment is replaced with temporary replacements pending permanent repairs.

## **F. Loop Detector Replacement**

Once it is determined by the City that the sawcut has deteriorated to a point that applying more sealant is insufficient, the loop detector shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

## **G. Lamps and Lighting**

Contractor shall furnish and replace all illuminated street name sign lamps and safety lighting lamps at all traffic signals and flashers based upon an 80% depletion curve. Contractor shall clean all LED modules, test for luminescence and report any that fall outside acceptable levels according to the specifications.

ISNS lamps shall be Signmaster LED T12 Lamp Bi-Directional. Safety lighting shall be replaced with an approved equivalent per the existing safety lamp (Leotek GreenCobra LED Light GCL1-60G-MV-NW-3R-GY-530-SC); must meet ITE standards and registered on the Caltrans qualified products list.

# ITEM 8.d.

Contractor shall clean all LED and programmed visibility lenses, align signal heads and adjust all mast-arm-mounted street name signs as needed. The monthly routine maintenance bid price shall include lamp replacement of burned-out lights as needed. LED modules and pedestrian indication replacement modules (equipment only) are billed under extraordinary maintenance.

## **H. Conflict Monitors**

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the City. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

## **I. Battery Back-up Systems**

Battery Back-up Systems including back-up unit and batteries shall be tested monthly in accordance with the manufacturer's recommended maintenance as a part of routine maintenance. Battery Back-Up Units and Battery Back-Up Systems' batteries shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

## **J. Emergency Service**

Contractor shall maintain a 24-hour-per-day emergency service per the provision of routine maintenance for the replacement of burned-out lamps, turned heads, and controller malfunctions. The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. Temporary repairs may be required in the event of an accident or failure that may be covered under extraordinary maintenance. The intersections where said traffic signals are located shall be regularly patrolled by Contractor or his representatives.

Contractor shall make immediate service calls on an emergency basis, responding within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays in the event of malfunctions of the controller or signal system or turned head. Contractor is required to provide the reporting party or Contact with an estimated time of arrival. The replacement of burned-out lamps need not be on emergency basis provided that there are at least two (2) indications still operative for each direction of travel. Such replacement shall be handled as soon as possible in a routine manner.

## **K. Payment for Routine Maintenance**

Contractor shall submit separate monthly billings for routine maintenance at the Contract lump sum price per flashing beacon, per radar speed sign and per signalized intersection which shall include highway safety lights and illuminated street name signs, per month. Said compensation shall include all labor, materials, equipment, overhead and profits for routine services in the price bid per intersection, per month, and no extra compensation will be allowed.

## **III. EXTRAORDINARY MAINTENANCE**

# ITEM 8.d.

Extraordinary/emergency maintenance involves the repair or replacement of equipment damaged by vehicle collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation. Extraordinary/emergency maintenance also includes replacements based on obsolescence, required MUTCD updates, or other unusual factors when the labor and materials necessary to ensure the safe and efficient operation of the City's traffic signal system goes beyond routine maintenance, as defined in Section III.

Contractor shall provide extraordinary/emergency maintenance for the City's traffic signal system and related equipment. The Contractor shall prepare and submit a work order to the City providing the details and justification for the needed repairs. The work shall be subject to City authorization and will be scheduled during regular hours whenever possible, City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

Generally, extraordinary/emergency maintenance of the City's traffic signal equipment and systems will include but not be limited to:

1. Repair and/or replacement of a failed or malfunctioning signal system caused by collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation.
2. Modifications to traffic signal equipment such as, but not limited to, upgrades of controller cabinets and controller components
3. Replacement of batteries for battery back-up systems
4. LED module replacements
5. Pedestrian indication replacements
6. Painting of cabinets and signal heads
7. New lenses and framework
8. Signal loop detectors
9. Video detection cameras
10. Interconnect installation, repair, terminations, and testing of same (excludes monthly testing)
11. Replacement when said equipment becomes obsolete or deteriorates beyond repair.

# ITEM 8.d.

## **Other Extraordinary Scope of Work**

Contractor response to all Underground Service Alert (USA) requests/notices relating to traffic signals and interconnect shall be billed as extraordinary maintenance as authorized by the City.

Contractor may be required to assist in the final inspection of new installation or provide interim emergency response or repairs of signals not currently owned by the City as authorized by the City.

### **A. Notifications**

The Contractor shall report to the Director of Public Works or authorized representative the conditions and provide satisfactory evidence that replacement is necessary per terms of Extraordinary Maintenance with cost estimates, including labor, to perform said work. Contractor shall also submit to the City photo records of damaged equipment requiring repair or replacement resulting from collisions. No work shall proceed without the Director of Public Works' or his authorized representative's written authorization, except in emergencies and/or when the immediate replacement or repairs are required to prevent injury to persons or property damage.

All items of work requested in said Extraordinary Maintenance work orders shall be completed by the Contractor to the City's satisfaction within ten (10) calendar days with exemption consideration given to work orders requiring materials to be purchased or unless specifically directed otherwise by the City. The completion of final repairs subsequent to the Contractor's initial temporary repairs shall be subject to the same ten (10) calendar days completion requirements. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

### **B. Emergencies**

The Contractor shall respond immediately to emergency calls, such as a total blackout, when directed by the City and dispatch the qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. For the emergency repair of a signal which is totally blacked out, the following procedure of traffic control shall apply:

1. The Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. The Contractor's vehicle shall carry traffic cones, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Director of Public Works or his representative.
2. If no police officer is present and temporary stop signs have been set up when the Contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, if deemed necessary, and proceed to repair the signal. After the signal is back in operation, the Contractor shall remove all of the temporary traffic control devices and return those devices owned by the City.



3. If the Contractor representative must leave a blacked out signal location that has stop signs, the technician shall set a flash operation when the power is restored. Contractor shall schedule a follow- up visit to turn off the flash and restore normal traffic signal operation when the power is available.

## **C. Underground Service Alert**

The Contractor shall be the designated City representative in response to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduit, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.

The Contractor shall be responsible for equipping its technicians with the proper locating devices and for maintaining an up-to-date or current inventory of as-builts (City to provide a set of its current records) for these facilities including field verification using these locating devices. All updates shall be transmitted to the City in a format adequate for its records.

In the event underground equipment is damaged by construction due to the Contractor's failure to properly mark the underground facilities per the records or reasonable effort using the appropriate equipment as determined by the City Engineer, the costs for repairs shall be the sole responsibility of the Contractor for facilities which were not properly marked. It shall also be the Contractor's responsibility to contact requesting party in the event the scope of work is vague or incomplete.

## **D. Traffic Signal Master/Interconnect**

Contractor shall provide trained technicians/personnel in the field who have training in the operation and integration of the McCain and Iteris traffic signal master or equivalent and the related interconnect or communication system. Technicians assigned to the installation or repair of the City's interconnect shall have training or be directly supervised by a technician with experience in the installation and handling of copper, and Ethernet equipment. If this work is subcontracted, this information shall be supplied and subject to the approval of the City. Costs for additional assistance shall be assumed per the unit price for related interconnect.

## **E. Painting**

Contractor shall repaint all metal standards, signal heads, back plates, visors, and controller housings as directed by the City. Repainting shall be conducted by spray painting methods with colors consistent with traffic signal standards and as approved by the City. Contractor shall annually prepare as part of the routine maintenance, a list of locations where painting may be necessary and submit to the City for work authorization for painting per extraordinary maintenance.

# ITEM 8.d.

## Signalized Intersections and Flashing Beacons

### Traffic signals maintained for the City of Coachella.

- 1. Grapefruit Boulevard X Avenue 49, Video detection, battery backup**
2. Grapefruit Boulevard X Gateway Center, Video detection
- 3. Grapefruit Boulevard X Park Lane, Video detection, battery backup**
- 4. Grapefruit X Sunset Drive (New 2015) Video detection, battery backup**
- 5. Avenue 52 X Sunset Drive (New 2015) Video detection, battery backup**
- 6. Avenue 52 X Tyler Street (New 2015) Video detection battery backup**
7. Avenue 50 X Leoco Lane Video detection
8. Avenue 50 X Peter Rabbit Lane
9. Harrison Street X Avenue 50, Video detection
10. Harrison Street X Westerfield Way Video detection
11. Harrison Street X Avenue 51, Video detection
12. Harrison Street X Sixth Street Video detection
13. Harrison Street X Avenue 52, Video detection
- 14. Harrison Street X Avenue 53, Video detection, battery backup**
- 15. Harrison Street X Avenue 54 video detection battery backup**
- 16. Avenue 52 X Frederick Street Video detection (new 2014) battery backup**
- 17. Avenue 51 x Frederick Street Video detection (new 2014) battery backup**
18. Avenue 50 X Van Buren Street, Video detection
- 19. Dillon Road X Cabazon Avenue, battery backup new batteries 2-6-2017**

Page 2

## **20. Dillon Road X Harrison Place, battery backup new batteries 2-6-2017**

### **Solar powered lighted crosswalk**

1. Avenue 51 x Mecca Street
2. Van Buren Street x Manhattan Avenue
3. Avenue 52 x Douma Street
4. Avenue 52 x Calle Avila
5. Harrison Street x Baghdad Avenue

# ITEM 8.d.

## **EXHIBIT “B”**

### **SCHEDULE OF SERVICES**

**Initial Term - October 15, 2017 – October 14, 2019**

**Extended Term – October 15, 2019 – October 14, 2020**

## EXHIBIT "C"

## COMPENSATION – INITIAL TERM RATES

Revised 8/29/2017

Routine Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Monthly Price
1	Routine inspection, preventative maintenance and repairs of traffic signal systems, interconnect, safety lights and illuminated street name signs. Per Intersection, Per Month	20	\$66.00	\$1,320.00
2	Routine inspection, preventative maintenance and repairs of flashing beacons. Per Location, Per Month	5	\$22.00	\$110.00
Grand Total Cost for Monthly Routine Maintenance				\$1,430.00

Extraordinary Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
<b>Signal Heads</b>				
1	Replace Red Ball LED	1	\$100.00	\$100.00
2	Replace Yellow Ball LED	1	\$100.00	\$100.00
3	Replace Green Ball LED	1	\$100.00	\$100.00
4	Replace Red Arrow LED	1	\$100.00	\$100.00
5	Replace Yellow Arrow LED	1	\$100.00	\$100.00
6	Replace Green Arrow LED	1	\$100.00	\$100.00
7	Replace Red Programmable Visor LED	1	\$121.00	\$121.00
8	Replace Yellow Programmable Visor LED	1	\$121.00	\$121.00
9	Replace Green Programmable Visor LED	1	\$145.00	\$145.00
10	Installation of 3 Section 12" LED Signal Head	1	\$275.00	\$275.00
11	Installation of 4 Section 12" LED Signal Head	1	\$335.00	\$335.00
12	Installation of 5 Section 12" LED Signal Head	1	\$475.00	\$475.00

# ITEM 8.d.

<b>Controller, Cabinet &amp; Appurtenances</b>				
Item	Item Description	Unit	Unit Price	Total
1	Installation of New, Fully Wired Type P Cabinet	1	\$2,150.00	\$2,150.00
2	Installation of New McCain 2070 Controller	1	\$200.00	\$ 200.00
3	Major Upgrade of Existing Cabinet (excluding controller) such as painting, rewiring & auxiliary equipment upgrades	1	\$1,795.00	\$1,795.00
4	Type II Service	1	\$2,515.00	\$2,515.00
5	Replacement of Detectors as needed	5	\$ 275.00	\$1,375.00
6	Installation of New Signal Monitor Unit as needed	1	\$1,250.00	\$1,250.00
7	Operation and Certification Testing of New Cabinet and Controllers and Appurtenances (in accordance with State of California testing procedures)	1	\$1,075.00	\$1,075.00
8	Annual Conflict Monitor Testing and Controller	25	\$47.00	\$1,175.00
9	Annual Emergency Vehicle Pre-emption devices	25	\$47.00	\$1,175.00
10	Replacement of Inoperable Conflict Monitors	1	\$420.00	\$1,260.00
<b>Pedestrian Heads &amp; Equipment</b>				
1	Replace LED Pedestrian Module Kits (countdown only)	1	\$200.00	\$200.00
2	Replace ADA compliant Pedestrian Push Buttons	1	\$105.00	\$105.00
3	Replace Pedestrian Push Button Signage	1	\$105.00	\$105.00
4	Replace APS Pedestrian Push Button	1	\$55.00	\$55.00
<b>Painting</b>				
1	Clean, Primer and Repaint Controller Cabinet and Type II Electric Service Cabinet with City Approved Paint Color, Per Intersection	1	\$950.00	\$950.00
2	Clean, Primer and Repaint Signal Head and Mounting Surfaces with Industry Standard, City Approved Paint Color, Per Intersection	1	\$300.00	\$300.00
3	Clean, Primer and Repaint Pedestrian Heads and Framework, Per Intersection	1	\$150.00	\$150.00
<b>Detection</b>				
1	Replace Type C Loop Including Lead-In and Splicing	1	\$420.00	\$420.00
2	Replace Type D Loop Including Lead-In and Splicing	1-4	\$2,100.00	\$2,100.00
3	Replace Type D Loop Including Lead-In and Splicing	5-10	\$420.00	\$2,100.00
4	Replace Type E Loop Including Lead-In and Splicing	1-4	\$2,100.00	\$2,100.00
5	Replace Type E Loop Including Lead-In and Splicing	5-10	\$420.00	\$2,100.00
6	Video Detection Camera	1	\$3,250.00	\$3,250.00
<b>Battery Back-Up System</b>				
1	Replace Battery Back-Up Unit	1	\$2,250.00	\$2,250.00
2	Replace Batteries, Per location	6	\$205.00	\$1,230.00

<b>Traffic Signs, Safety Lights, ISNS</b>				
Item	Item Description	Unit	Unit Price	Total Price
1	Installation/Replacement of Traffic Signs on Poles or Mast Arms (sign cost not included)	1	\$165.00	\$165.00
2	Replacement of 6' ISNS Panel	1	\$300.00	\$300.00
3	Replacement of 8' ISNS Panel	1	\$365.00	\$365.00
4	Replacement of Inoperable IISNS Housing Light	1	\$81.00	\$81.00
5	Replacement of Inoperable Safety Light	1	\$81.00	\$81.00
6	Replacement of City owned streetlight pole	1	\$605.00	\$605.00
8	Replacement of City owned streetlight mast arm (single)	1	\$200.00	\$200.00
7	Replacement of City owned streetlight mast arm (double)	1	\$200.00	\$200.00
8	Replacement of City owned streetlight luminaire	1	\$67.00	\$67.00
<b>Underground Service Alert</b>				
1	Response to USA Requests/Notices or at the request of the City for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.	1	\$250.00	\$250.00

**Labor & Equipment Rates**

Item No.	Item Description	Regular Time	Overtime
<b>Labor Rates</b>			
1	Signal Maintenance Superintendent	\$110.50	\$145.00
2	Signal Maintenance Technician	\$110.50	\$135.00
3	Field Traffic Signalman	\$110.50	\$134.80
4	Laborer	\$77.00	\$94.00
5	Painter	\$79.00	\$97.00
<b>Equipment Rates</b>			
1	Aux Lift (Hydraulic Boom)	\$28.00	X
2	Pickup Truck	\$20.00	X
3	Service Truck	\$25.00	X
4	Service Ladder Truck	Not Used/Not OSHA Compliant	
5	Boom Ladder Truck (Man Lift)	\$28.00	X
7	Compressor with Tools	\$10.00	X
8	Crane	\$55.00	X

# ITEM 8.d.

## COMPENSATION – EXTENDED TERM RATES

### City of Coachella

#### Routine Maintenance Rates

Item #	Item Description	Unit	Quantity	Unit Price	Monthly Total	Annual Total
1	Routine inspection, preventative maintenance and repairs of traffic signal systems, interconnect, safety lights and illuminated street name signs. Per Intersection, Per Month:	EA	20	\$ 67.98	\$ 1,359.60	\$ 16,315.20
2	Routine inspection, preventative maintenance and repairs of flashing beacons. Per Location, Per Month	EA	5	\$ 22.66	\$ 113.30	\$ 1,359.60
<b>Total</b>					<b>\$ 1,472.90</b>	<b>\$ 17,674.80</b>

#### Extraordinary Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
<b>Signal Heads</b>				
1	Replace Red Ball LED	1	\$103.00	\$103.00
2	Replace Yellow Ball LED	1	\$103.00	\$103.00
3	Replace Green Ball LED	1	\$103.00	\$103.00
4	Replace Red Arrow LED	1	\$103.00	\$103.00
5	Replace Yellow Arrow LED	1	\$103.00	\$103.00
6	Replace Green Arrow LED	1	\$103.00	\$103.00
7	Replace Red Programmable Visor LED	1	\$124.63	\$124.63
8	Replace Yellow Programmable Visor LED	1	\$124.63	\$124.63
9	Replace Green Programmable Visor LED	1	\$149.35	\$149.35
10	Installation of 3 Section 12" LED Signal Head	1	\$283.25	\$283.25
11	Installation of 4 Section 12" LED Signal Head	1	\$345.05	\$345.05
12	Installation of 5 Section 12" LED Signal Head	1	\$489.25	\$489.25

#### Controller, Cabinet & Appurtenances

1	Installation of New, Fully Wired Type P Cabinet	1	\$2,214.50	\$2,214.50
2	Installation of New McCain 2070 Controller	1	\$206.00	\$206.00
3	Major Upgrade of Existing Cabinet (excluding controller) such as painting, rewiring & auxiliary equipment upgrades	1	\$1,848.85	\$1,848.85
4	Type II Service	1	\$2,585.45	\$2,585.45
5	Replacement of Detectors as needed	5	\$278.10	\$1,390.50
6	Installation of New Signal Monitor Unit as needed	1	\$1,287.50	\$1,287.50
7	Operation and Certification Testing of New Cabinet and Controllers and Appurtenances (in accordance with State of California testing procedures)	1	\$1,107.25	\$1,107.25
8	Annual Conflict Monitor Testing	25	\$48.41	\$1,210.25
9	Annual Emergency Vehicle Pre-emption devices	25	\$48.41	\$1,210.25
10	Replacement of Inoperable Conflict Monitors	3	\$432.60	\$1,297.80



Pedestrian Heads & Equipment				
1	Replace Pedestrian Module Kits (countdown only)	1	\$206.00	\$206.00
2	Replace ADA compliant Pedestrian Push Buttons	1	\$108.15	\$108.15
3	Replace Pedestrian Push Button Signage	1	\$108.15	\$108.15
4	Replace APS Pedestrian Push Button	1	\$56.65	\$56.65

Painting				
1	Clean, Primer and Repaint Controller Cabinet and Type II Electric Service Cabinet with City Approved Paint Color, Per Intersection	1	\$978.50	\$978.50
2	Clean, Primer and Repaint Signal Head and Mounting Surfaces with Industry Standard, City Approved Paint Color, Per intersection	1	\$309.00	\$309.00
3	Clean, Primer and Repaint Pedestrian Heads and Framework, Per Intersection	1	\$154.50	\$154.50

Detection				
1	Replace Type C Loop Including Lead-In and Splicing	1	\$432.60	\$432.60
2	Replace Type D Loop Including Lead-In and Splicing	1	\$2,163.00	\$2,163.00
3	Replace Type D Loop Including Lead-In and Splicing	5	\$432.60	\$2,163.00
4	Replace Type E Loop Including Lead-In and Splicing	1	\$2,163.00	\$2,163.00
5	Replace Type E Loop Including Lead-In and Splicing	5	\$432.60	\$2,163.00
6	Video Detection Camera	1	\$3,347.50	\$3,347.50

Battery Back-Up System				
1	Replace Battery Back-Up Unit	1	\$2,317.50	\$2,317.50
2	Replace Batteries, Per Location	6	\$211.15	\$1,266.90

# ITEM 8.d.

## Labor & Equipment Rates

Item No.	Item Description	Regular Time	Overtime
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Labor Rates			
1	Signal Maintenance Superintendent	\$113.82	\$149.35
2	Signal Maintenance Technician	\$113.82	\$149.05
3	Field Traffic Signalman	\$113.82	\$138.84
4	Laborer	\$79.31	\$96.82
5	Painter	\$81.37	\$99.91

Equipment Rates			
1	Aux Lift (Hydraulic Boom)	\$28.84	X
2	Pickup Truck	\$20.60	X
3	Service Truck	\$25.75	X
4	Service Ladder Truck	Not Used/Not OSHA Compliant	X
5	Boom Ladder Truck (Man Lift)	\$28.84	X
7	Compressor with Tools	\$10.30	X
8	Crane	\$56.65	X

MATERIAL MARK UP COST + 15%

Traffic Signs, Safety Lights, ISNS				
1	Installation/Replacement of Traffic Signs on Poles or Mast Arms (sign cost not included)	1	\$169.95	\$169.95
2	Replacement of 6' ISNS Panel	1	\$309.00	\$309.00
3	Replacement of 8' ISNS Panel	1	\$375.95	\$375.95
4	Replacement of Inoperable ISNS Housing Light	1	\$83.43	\$83.43
5	Replacement of Inoperable Safety Light	1	\$83.43	\$83.43
6	Replacement of City owned streetlight pole	1	\$623.15	\$623.15
7	Replacement of City owned streetlight mast arm (single)	1	\$206.00	\$206.00
8	Replacement of City owned streetlight mast arm (double)	1	\$206.00	\$206.00
9	Replacement of City owned streetlight luminaire	1	\$69.01	\$69.01

Underground Service Alert				
1	Response to all USA Requests/Notices or at the request of the City for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.	1	\$257.50	\$257.50



**ITEM 8.e.**





**STAFF REPORT**  
**6/26/2019**

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

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

**SUBJECT:** Authorize fee waiver for the Friends of the Coachella Library facility use rental permit.

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**STAFF RECOMMENDATION:**

Authorize fee waiver for the Friends of the Coachella Library facility use rental permit.

**EXECUTIVE SUMMARY:**

The Friends of the Coachella Library (FCL), a nonprofit organization, are partnering with the Riverside County Public Health Division to provide nutritional classes. This program is designed to address health challenges identified by the County of Riverside Public Health Department by increasing educational access to information pertaining to nutritional quality of food served, amount and quality of physical activity. FCL has requested the use of the Coachella Library Meeting Rooms 1 and 2 as the venue to provide these classes. The classes are scheduled to occur on August 20<sup>th</sup>, 27<sup>th</sup> and September 3<sup>rd</sup>, 10<sup>th</sup>, 17<sup>th</sup>. Each class is one hour long.


**FISCAL IMPACT:**

Approval of the recommended action would waive \$595.00 in facility use fees for the requested permitted use of the Coachella Library (\$295.00 facility use fees and a \$300.00 cleaning deposit).

Attachments:  
Facility Use Permit  
Program Flyer







**CITY OF COACHELLA**  
PARKS AND RECREATION DEPARTMENT  
**FACILITY USE APPLICATION AND PERMIT**

**FOR OFFICE USE ONLY**  
Date filed \_\_\_\_\_  
Recd. by \_\_\_\_\_  
Amt. Of Fee \$ \_\_\_\_\_  
Deposit \$ \_\_\_\_\_  
Cash  Check  \_\_\_\_\_  
Receipt # \_\_\_\_\_

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**I. APPLICANT INFORMATION** Date of Application: \_\_\_\_\_

Name of individual or organization: Friends of the Coachella Library

Name of contact person: Denise Delgado Phone # [REDACTED]

Address of contact person: [REDACTED]

City/Zip: Coachella CA 92236

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**II. DATES & TIMES REQUESTED**

Date(s): Aug 18, 20, 21 / Sept 3, 10, 17 Day(s): 5 days total

Start Time: 5:00 pm End Time: 10:00 pm

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**III. FACILITY REQUESTED**

Coachella Community Center     City Hall Council Chambers     Library Conference 142

Park/Sports Fields

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**IV. ACTIVITY INFORMATION**

1) Open to the Public    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	6) Sound System    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Council Chambers only)
2) Admission Charged    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> \$ _____	7) Overhead Projector    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Council Chambers only)
3) Fund-raising Activity    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	8) Tables/Chairs    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4) Food & Beverage    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	9) Attendance: Adults <input checked="" type="checkbox"/> Teens _____ Children _____

5) Describe Activity/Program and any Special Conditions:  
Partnership with RivCo Health in providing nutritional classes

**Please note: At no time are any motorized vehicles allowed in the parks. Violation forfeits security deposit.**

I, (print name) Denise Delgado, as permittee, and the user group agree to hold the City of Coachella harmless, and indemnify the City of Coachella from any and all liability for injury to persons or property occurring as a result of the activity sponsored by the permittee, and said person shall be liable to the City of Coachella for any and all damages to parks, equipment, and buildings owned or controlled by the City which result from the activity of the permittee or is caused by any participant in said activity. All persons exercising any of the privileges authorized does so at his/her own risk without liability on the part of the City of Coachella for the injuries to persons or property resulting therefrom.

The undersigned has received and understands the rules and regulations for the City of Coachella facility selected above, and agrees to abide by such rules and regulations. The undersigned agrees to clearly and accurately convey the rules and regulations to all members in their party. The undersigned further certifies that the information provided above is true. The undersigned comprehends that this Application will be considered approved only when the indicated fees have been paid, and the Parks and Recreation Services Manager, or his/her designee, has signed the authorizing signature on this form.

I have read, understand and agree to inform all users in my activity of the above liability conditions of use.

APPLICANT SIGNATURE [REDACTED] Date 05/16/19

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**FOR PARKS AND RECREATION DEPARTMENT USE ONLY**

Class I    II    III    IV    Approval needed from: Planning \_\_\_\_\_ Police \_\_\_\_\_ Fire \_\_\_\_\_ Finance \_\_\_\_\_ Council \_\_\_\_\_

Current Certificate of Insurance: Yes \_\_\_\_\_ No \_\_\_\_\_ Limit Req'd. \_\_\_\_\_ Date Rec'd \_\_\_\_\_

Fees and Deposits			
Facility Fee	\$ <u>29.50 x 10</u>	Insurance Policy Fee \$ _____	Deposit \$ <u>300</u>
Field Lights	\$ _____	Alcohol Insurance Fee \$ _____	Deposit \$ _____
Field/Court Prep	\$ _____	Alcohol Cleaning Fee \$ _____	Deposit \$ _____
Bases	\$ _____	Optional Set-up/Cleaning \$ _____	Deposit \$ _____
Snack Bar	\$ _____	Security Guards \$ _____	Deposit \$ _____
Sound System	\$ _____	Restrooms Only \$ _____	Deposit \$ _____
			<b>TOTAL DUE: \$ <u>595</u></b>

Application approved by \_\_\_\_\_ Date \_\_\_\_\_

Date copy sent to Applicant \_\_\_\_\_

White Copy: File      Yellow Copy: Staff      Pink Copy: Applicant      Goldenrod Copy: Attendant



# Free Nutrition Class Series

Coachella Public Library  
1500 6th Street  
5:00pm

## Class Topics:

- Build a Healthy Plate  
Tuesday, August 20th
- What's on a Label?  
Tuesday, August 27th
- Rethink Your Drink  
Tuesday, September 3rd
- Shopping on a Budget  
Tuesday, September 10th
- Planning Healthy Meals  
Tuesday, September 17th



Riverside County  
Library System



*For more information about classes offered by Riverside University Health System, Nutrition & Obesity Prevention Branch, please call Shelley Nail at (760) 863-8448 or [SNail@ruhealth.org](mailto:SNail@ruhealth.org)*

*For CalFresh information, call 1-877-847-3663. Funded by USDA SNAP-Ed, an equal opportunity provider and employer. Visit [www.CaChampionsForChange.net](http://www.CaChampionsForChange.net) for healthy tips.*



ITEM 8.e.

# Clases de Nutrición Gratuitas

Libreria Publica de Coachella

1500 6th Street

5:00pm

## Temas:

- Prepare un plato saludable  
Martes, Agosto 20
- Que hay en la etiqueta?  
Martes, Agosto 27
- Reconsidere su bebida  
Martes, Septiembre 3
- Comprando bajo un presupuesto  
Martes, Septiembre 10
- Planeando comidas saludables  
Martes, Septiembre 17



*Para obtener más información sobre las clases ofrecidas por la Universidad de Salud de Riverside, por favor llame a Esther Hernandez (760) 863-8170 ó por correo electronico a [EHernandez@ruhealth.org](mailto:EHernandez@ruhealth.org)*

*Para información de CalFresh, llame al 1-877-847-3663. Financiado por USDA SNAP-Ed, un proveedor y empleador que ofrece igualdad de oportunidades. Visite [www.CaChampionsForChange.net](http://www.CaChampionsForChange.net) para obtener consejos saludables.*



ITEM 8.f.





## STAFF REPORT 6/26/2019

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

**FROM:** William B. Pattison, Jr., City Manager

**SUBJECT:** Investment Report – March 2019, April 2019, May 2019

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### **STAFF RECOMMENDATION:**

Staff recommends that the City Council receive and file the investment report for March, April, and May of 2019.

### **DISCUSSION/ANALYSIS:**

On April 10, 2019, 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.

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 March 31, 2019, April 30, 2019, and May 31, 2019. In addition, these reports include detailed information and current

# ITEM 8.f.

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 March 31, 2019  
Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 2/28/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 3/31/2019	
<b>CASH ON HAND</b>								
Wells Fargo-General Checking	N/A	9,473,441.42	(2,522,032.04)	-	-	-	6,951,409.38	①
Wells Fargo-Road Maintenance SB1	N/A	591,023.20	57,747.13	-	-	-	648,770.33	②
Rabobank-Payroll Account	0.0%	7,891.47	85.00	1.42	-	-	7,977.89	③
Rabobank-AG Summit Account	0.0%	13,562.96	-	-	-	-	13,562.96	④
Rabobank-Special Gas Tax Account	0.0%	673,362.37	(335,720.33)	-	-	-	337,642.04	⑤
Petty Cash	N/A	3,075.00	-	-	-	-	3,075.00	
<b>Total Cash on Hand</b>		<b>10,762,356.42</b>	<b>(2,799,920.24)</b>	<b>1.42</b>	<b>-</b>	<b>-</b>	<b>7,962,437.60</b>	
<b>CASH WITH FISCAL AGENT</b>								
Union Bank of California	varies	1,606,583.55	233,334.77	1,781.38	(665,771.88)	-	1,175,927.82	⑥
Wells Fargo Bank, N.A.	4.6%	487,128.67	-	53.29	-	-	487,181.96	⑥
County of Riverside	N/A	160,091.40	-	778.12	-	-	160,869.52	⑦
<b>Total Cash with Fiscal Agent</b>		<b>2,253,803.62</b>	<b>233,334.77</b>	<b>2,612.79</b>	<b>(665,771.88)</b>	<b>-</b>	<b>1,823,979.30</b>	
<b>INVESTMENTS</b>								
State of California - LAIF	0.2%	4,612,639.71	-	-	-	-	4,612,639.71	⑧
Investment Management Acct	3.3%	18,890,158.04	-	131,382.84	-	-	19,021,540.88	⑨
Saving Account - Wells Fargo Bank		5,080.09	-	-	-	-	5,080.09	⑩
<b>Total Investments</b>		<b>23,507,877.84</b>	<b>-</b>	<b>131,382.84</b>	<b>-</b>	<b>-</b>	<b>23,639,260.68</b>	
<b>Grand Total</b>		<b>36,524,037.88</b>	<b>(2,566,585.47)</b>	<b>133,997.05</b>	<b>(665,771.88)</b>	<b>-</b>	<b>33,425,677.58</b>	⑫

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

-141-

ITEM 8.F.

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
As of March 31, 2019  
Fiscal Year 2018 - 2019

**ITEM 8.F.**

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 2/28/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 3/31/2019
<b>INVESTMENTS</b>							
<b><u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)</u></b>							
REDEVELOPMENT AGENCY( #004)	0.3%	2,403.36	-	-	-	-	2,403.36 ⑧
CITY GENERAL ACCOUNT( #171)	0.3%	2,784,476.52	-	-	-	-	2,784,476.52 ⑧
COACHELLA SANITARY DISTRICT	0.3%	1,825,639.69	-	-	-	-	1,825,639.69 ⑧
REDEVELOPMENT BONDS	0.3%	120.14	-	-	-	-	120.14 ⑧
<b>TOTAL LAIF ACCOUNTS</b>		<b>4,612,639.71</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,612,639.71</b>
<b><u>INVESTMENT MANAGEMENT ACC</u></b>							
MORGAN STANLEY	3.5%	-	-	-	-	-	-
PFM Funds	3.5%	18,890,158.04	-	131,382.84	-	-	19,021,540.88 ⑨
<b>TOTAL INVESTMENT MANAGEMENT ACCT</b>		<b>18,890,158.04</b>	<b>-</b>	<b>131,382.84</b>	<b>-</b>	<b>-</b>	<b>19,021,540.88</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>23,507,877.84</b>	<b>-</b>	<b>131,382.84</b>	<b>-</b>	<b>-</b>	<b>23,639,260.68</b>

-142-

**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of March 31, 2019

Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 2/28/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 3/31/2019
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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%	69.37	-	-	-	-	69.37
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%	1.62	10.57	83.36	-	-	95.55
A/C #: 6712104702	0.0%	165,906.25	(10.57)	10.57	(165,906.25)	-	-
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%	-	-	-	-	-	-

-143-

ITEM 8.F.

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of March 31, 2019  
 Fiscal Year 2018 - 2019

**ITEM 8.F.**

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 2/28/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 3/31/2019
<b>COACHELLA SANITARY DISTRICT</b>							
<b>WASTEWATER SERIES 2015A</b>							
A/C #: 6712148600	0.0%	-	-	-	-	-	-
A/C #: 6712148601	0.0%	28.74	(27.74)	-	-	-	1.00
A/C #: 6712148602	0.0%	0.00	73,362.51	-	-	-	73,362.51
A/C #: 6712148603	0.0%	-	160,000.00	-	-	-	160,000.00
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%	24,711.03	-	43.08	-	-	24,754.11
<b>COACHELLA REDEVELOPMENT AGENCY</b>							
<b>MERGED PROJECT AREAS BONDS 98 &amp; 99: BONDS 2013</b>							
A/C #: 6712071401 Interest Account	0.0%	1.31	28.61	8.25	-	-	38.17
A/C #: 6712071402 Interest Acc	0.0%	65,043.75	(28.61)	28.61	(65,043.75)	-	-
A/C #: 6712071403 Principal Acc	0.0%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.0%	1.00	-	-	-	-	1.00
<b>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A &amp; 2016B</b>							
A/C #: 6712160601	0.0%	1.95	109.44	54.46	-	-	165.85
A/C #: 6712160602	0.0%	434,821.88	(109.44)	109.44	(434,821.88)	-	-
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>COACHELLA LEASE BONDS</b>							

-144-

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
As of March 31, 2019  
Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 2/28/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 3/31/2019	
A/C #: 6712179800 Special Fund	0.0%	-	-	-	-	-	-	
A/C #: 6712179801 Interest Account	0.0%	28.42	-	-	-	-	28.42	
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%	915,963.23	-	1,443.61	-	-	917,406.84	
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>1,606,583.55</b>	<b>233,334.77</b>	<b>1,781.38</b>	<b>(665,771.88)</b>	<b>-</b>	<b>1,175,927.82</b>	⑤
<b>WELLS FARGO BANK, N.A.</b>								
<b>GAS TAX BONDS SERIES 2008-A</b>								
A/C #: 22863900 Revenue Fund	0.0%	26,455.28	-	39.28	-	-	26,494.56	
A/C #: 22863902 Interest Account	0.0%	264.38	-	0.39	-	-	264.77	
A/C #: 22863903 Interest Account	0.0%	259.82	-	0.39	-	-	260.21	
A/C #: 22863904 Reserve Fund	4.6%	451,238.54	-	-	-	-	451,238.54	
A/C #: 22863906 Administration Fund	0.0%	8,910.65	-	13.23	-	-	8,923.88	
A/C #: 22863909 Acquisition Fund	0.0%	-	-	-	-	-	-	
<b>TOTAL WELLS FARGO BANK</b>		<b>487,128.67</b>	<b>-</b>	<b>53.29</b>	<b>-</b>	<b>-</b>	<b>487,181.96</b>	⑤
<b>COUNTY OF RIVERSIDE</b>								
COUNTY OF RIVERSIDE - FIRE		160,084.16	-	778.09	-	-	160,862.25	⑦
COUNTY OF RIVERSIDE - SANITARY		7.24	-	0.03	-	-	7.27	⑦
<b>TOTAL COUNTY OF RIVERSIDE</b>		<b>160,091.40</b>	<b>-</b>	<b>778.12</b>	<b>-</b>	<b>-</b>	<b>160,869.52</b>	⑦
<b>GRAND TOTAL FISCAL AGENT CASH</b>		<b>2,253,803.62</b>	<b>233,334.77</b>	<b>2,612.79</b>	<b>(665,771.88)</b>	<b>-</b>	<b>1,823,979.30</b>	⑪

-145-

ITEM 8.F.



**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of April 30, 2019  
Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 3/31/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 4/30/2019	
<b>CASH ON HAND</b>								
Wells Fargo-General Checking	N/A	6,951,409.37	(11,520.41)	-	-	-	6,939,888.96	①
Wells Fargo-Road Maintenance SB1	N/A	648,770.33	136,045.22	-	-	-	784,815.55	②
Rabobank-Payroll Account	0.0%	7,977.89	157.24	1.54	-	-	8,136.67	③
Rabobank-AG Summit Account	0.0%	13,562.96	-	-	-	-	13,562.96	④
Rabobank-Special Gas Tax Account	0.0%	337,642.04	(214,787.23)	-	-	-	122,854.81	⑤
Petty Cash	N/A	3,075.00	-	-	-	-	3,075.00	
<b>Total Cash on Hand</b>		<b>7,962,437.59</b>	<b>(90,105.18)</b>	<b>1.54</b>	<b>-</b>	<b>-</b>	<b>7,872,333.95</b>	
<b>CASH WITH FISCAL AGENT</b>								
Union Bank of California	varies	1,175,927.82	-	1,770.78	(73,362.51)	(160,000.00)	944,336.09	⑥
Wells Fargo Bank, N.A.	4.6%	487,181.96	-	59.80	-	-	487,241.76	⑥
County of Riverside	N/A	160,869.52	-	99.36	-	-	160,968.88	⑦
<b>Total Cash with Fiscal Agent</b>		<b>1,823,979.30</b>	<b>-</b>	<b>1,929.94</b>	<b>(73,362.51)</b>	<b>(160,000.00)</b>	<b>1,592,546.73</b>	
<b>INVESTMENTS</b>								
State of California - LAIF	0.2%	4,612,639.71	-	28,934.28	-	-	4,641,573.99	⑧
Investment Management Acct	3.3%	19,021,540.88	-	63,031.86	-	-	19,084,572.74	⑨
Saving Account - Wells Fargo Bank		5,080.09	-	-	-	-	5,080.09	⑩
<b>Total Investments</b>		<b>23,639,260.68</b>	<b>-</b>	<b>91,966.14</b>	<b>-</b>	<b>-</b>	<b>23,731,226.82</b>	
<b>Grand Total</b>		<b>33,425,677.57</b>	<b>(90,105.18)</b>	<b>93,897.62</b>	<b>(73,362.51)</b>	<b>(160,000.00)</b>	<b>33,196,107.50</b>	⑫

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

-147-

ITEM 8.F.

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of April 30, 2019  
 Fiscal Year 2018 - 2019

ITEM 8.F.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 3/31/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 4/30/2019
<b>INVESTMENTS</b>							
<b><u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)</u></b>							
REDEVELOPMENT AGENCY( #004)	0.3%	2,403.36	-	15.08	-	-	2,418.44 ⑧
CITY GENERAL ACCOUNT( #171)	0.3%	2,784,476.52	-	17,466.53	-	-	2,801,943.05 ⑧
COACHELLA SANITARY DISTRICT	0.3%	1,825,639.69	-	11,451.92	-	-	1,837,091.61 ⑧
REDEVELOPMENT BONDS	0.3%	120.14	-	0.75	-	-	120.89 ⑧
<b>TOTAL LAIF ACCOUNTS</b>		<b>4,612,639.71</b>	<b>-</b>	<b>28,934.28</b>	<b>-</b>	<b>-</b>	<b>4,641,573.99</b>
<b><u>INVESTMENT MANAGEMENT ACC</u></b>							
MORGAN STANLEY	3.5%	-	-	-	-	-	-
PFM Funds	3.5%	19,021,540.88	-	63,031.86	-	-	19,084,572.74 ⑨
<b>TOTAL INVESTMENT MANAGEMENT ACCT</b>		<b>19,021,540.88</b>	<b>-</b>	<b>63,031.86</b>	<b>-</b>	<b>-</b>	<b>19,084,572.74</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>23,639,260.68</b>	<b>-</b>	<b>91,966.14</b>	<b>-</b>	<b>-</b>	<b>23,731,226.82</b>

-148-



**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of April 30, 2019  
Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 3/31/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 4/30/2019
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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%	69.37	-	-	-	-	69.37
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%	95.55	-	0.31	-	-	95.86
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%	-	-	-	-	-	-

-149-

ITEM 8.F.

**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of April 30, 2019  
Fiscal Year 2018 - 2019

ITEM 8.F.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 3/31/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 4/30/2019
<b>COACHELLA SANITARY DISTRICT</b>							
<b>WASTEWATER SERIES 2015A</b>							
A/C #: 6712148600	0.0%	-	-	-	-	-	-
A/C #: 6712148601	0.0%	1.00	106.81	-	-	-	107.81
A/C #: 6712148602	0.0%	73,362.51	(33.59)	33.59	(73,362.51)	-	0.00
A/C #: 6712148603	0.0%	160,000.00	(73.22)	73.22	-	(160,000.00)	-
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%	24,754.11	-	48.54	-	-	24,802.65
<b>COACHELLA REDEVELOPMENT AGENCY</b>							
<b>MERGED PROJECT AREAS BONDS 98 &amp; 99: BONDS 2013</b>							
A/C #: 6712071401 Interest Account	0.0%	38.17	-	-	-	-	38.17
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>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A &amp; 2016B</b>							
A/C #: 6712160601	0.0%	165.85	0.03	0.28	-	-	166.16
A/C #: 6712160602	0.0%	-	(0.03)	0.03	-	-	-
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>COACHELLA LEASE BONDS</b>							

-150-

**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of April 30, 2019  
Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 3/31/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 4/30/2019	
A/C #: 6712179800 Special Fund	0.0%	-	-	-	-	-	-	
A/C #: 6712179801 Interest Account	0.0%	28.42	-	-	-	-	28.42	
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%	917,406.84	-	1,614.81	-	-	919,021.65	
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>1,175,927.82</b>	<b>-</b>	<b>1,770.78</b>	<b>(73,362.51)</b>	<b>(160,000.00)</b>	<b>944,336.09</b>	<b>⑤</b>
<b><u>WELLS FARGO BANK, N.A.</u></b>								
<b><u>GAS TAX BONDS SERIES 2008-A</u></b>								
A/C #: 22863900 Revenue Fund	0.0%	26,494.56	-	44.08	-	-	26,538.64	
A/C #: 22863902 Interest Account	0.0%	264.77	-	0.44	-	-	265.21	
A/C #: 22863903 Interest Account	0.0%	260.21	-	0.43	-	-	260.64	
A/C #: 22863904 Reserve Fund	4.6%	451,238.54	-	-	-	-	451,238.54	
A/C #: 22863906 Administration Fund	0.0%	8,923.88	-	14.85	-	-	8,938.73	
A/C #: 22863909 Acquisition Fund	0.0%	-	-	-	-	-	-	
<b>TOTAL WELLS FARGO BANK</b>		<b>487,181.96</b>	<b>-</b>	<b>59.80</b>	<b>-</b>	<b>-</b>	<b>487,241.76</b>	<b>⑤</b>
<b><u>COUNTY OF RIVERSIDE</u></b>								
COUNTY OF RIVERSIDE - FIRE		160,862.25	-	99.35	-	-	160,961.60	⑦
COUNTY OF RIVERSIDE - SANITARY		7.27	-	0.01	-	-	7.28	⑦
<b>TOTAL COUNTY OF RIVERSIDE</b>		<b>160,869.52</b>	<b>-</b>	<b>99.36</b>	<b>-</b>	<b>-</b>	<b>160,968.88</b>	<b>⑦</b>
<b>GRAND TOTAL FISCAL AGENT CASH</b>		<b>1,823,979.30</b>	<b>-</b>	<b>1,929.94</b>	<b>(73,362.51)</b>	<b>(160,000.00)</b>	<b>1,592,546.73</b>	<b>⑪</b>

-151-

ITEM 8.F.



**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
As of May 31, 2019  
Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 4/30/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 5/31/2019	
<b>CASH ON HAND</b>								
Wells Fargo-General Checking	N/A	6,939,888.96	2,957,331.30	-	-	-	9,897,220.26	①
Wells Fargo-Road Maintenance SB1	N/A	784,815.55	59,717.86	-	-	-	844,533.41	②
Rabobank-Payroll Account	0.0%	8,136.67	180.00	1.52	-	-	8,318.19	③
Rabobank-AG Summit Account	0.0%	13,562.96	-	-	-	-	13,562.96	④
Rabobank-Special Gas Tax Account	0.0%	122,854.81	76,531.26	-	-	-	199,386.07	⑤
Petty Cash	N/A	3,075.00	-	-	-	-	3,075.00	
<b>Total Cash on Hand</b>		<b>7,872,333.95</b>	<b>3,093,760.42</b>	<b>1.52</b>	-	-	<b>10,966,095.89</b>	
<b>CASH WITH FISCAL AGENT</b>								
Union Bank of California	varies	944,336.09	438,325.71	1,612.26	-	-	1,384,274.06	⑥
Wells Fargo Bank, N.A.	4.6%	487,241.76	292,414.74	57.99	-	-	779,714.49	⑥
County of Riverside	N/A	160,968.88	-	-	-	-	160,968.88	⑦
<b>Total Cash with Fiscal Agent</b>		<b>1,592,546.73</b>	<b>730,740.45</b>	<b>1,670.25</b>	-	-	<b>2,324,957.43</b>	
<b>INVESTMENTS</b>								
State of California - LAIF	0.2%	4,641,573.99	-	-	-	-	4,641,573.99	⑧
Investment Management Acct	3.3%	19,084,572.74	-	163,547.93	-	-	19,248,120.67	⑨
Saving Account - Wells Fargo Bank		5,080.09	-	-	-	-	5,080.09	⑩
<b>Total Investments</b>		<b>23,731,226.82</b>	<b>-</b>	<b>163,547.93</b>	-	-	<b>23,894,774.75</b>	
<b>Grand Total</b>		<b>33,196,107.50</b>	<b>3,824,500.87</b>	<b>165,219.70</b>	-	-	<b>37,185,828.07</b>	⑫

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

-153-

ITEM 8.F.

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
As of May 31, 2019  
Fiscal Year 2018 - 2019

ITEM 8.F.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 4/30/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 5/31/2019
<b>INVESTMENTS</b>							
<b><u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)</u></b>							
REDEVELOPMENT AGENCY( #004)	0.3%	2,418.44	-	-	-	-	2,418.44 ⑧
CITY GENERAL ACCOUNT( #171)	0.3%	2,801,943.05	-	-	-	-	2,801,943.05 ⑧
COACHELLA SANITARY DISTRICT	0.3%	1,837,091.61	-	-	-	-	1,837,091.61 ⑧
REDEVELOPMENT BONDS	0.3%	120.89	-	-	-	-	120.89 ⑧
<b>TOTAL LAIF ACCOUNTS</b>		<b>4,641,573.99</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,641,573.99</b>
<b><u>INVESTMENT MANAGEMENT ACC</u></b>							
MORGAN STANLEY	3.5%	-	-	-	-	-	-
PFM Funds	3.5%	19,084,572.74	-	163,547.93	-	-	19,248,120.67 ⑨
<b>TOTAL INVESTMENT MANAGEMENT ACCT</b>		<b>19,084,572.74</b>	<b>-</b>	<b>163,547.93</b>	<b>-</b>	<b>-</b>	<b>19,248,120.67</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>23,731,226.82</b>	<b>-</b>	<b>163,547.93</b>	<b>-</b>	<b>-</b>	<b>23,894,774.75</b>

-154-

**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of May 31, 2019  
Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 4/30/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 5/31/2019
<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%	69.37	-	-	-	-	69.37
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%	95.86	-	0.30	-	-	96.16
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%	-	-	-	-	-	-

-155-

ITEM 8.F.

**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of May 31, 2019  
Fiscal Year 2018 - 2019

ITEM 8.F.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 4/30/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 5/31/2019
<b>COACHELLA SANITARY DISTRICT</b>							
<b>WASTEWATER SERIES 2015A</b>							
A/C #: 6712148600	0.0%	-	-	-	-	-	-
A/C #: 6712148601	0.0%	107.81	-	0.29	-	-	108.10
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%	24,802.65	-	46.96	-	-	24,849.61
<b>COACHELLA REDEVELOPMENT AGENCY</b>							
<b>MERGED PROJECT AREAS BONDS 98 &amp; 99: BONDS 2013</b>							
A/C #: 6712071401 Interest Account	0.0%	38.17	-	-	-	-	38.17
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>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A &amp; 2016B</b>							
A/C #: 6712160601	0.0%	166.16	-	0.30	-	-	166.46
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>COACHELLA LEASE BONDS</b>							

-156-



**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
As of May 31, 2019  
Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 4/30/2019	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 5/31/2019	
A/C #: 6712179800 Special Fund	0.0%	-	-	-	-	-	-	
A/C #: 6712179801 Interest Account	0.0%	28.42	438,325.71	-	-	-	438,354.13	
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%	919,021.65	-	1,564.41	-	-	920,586.06	
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>944,336.09</b>	<b>438,325.71</b>	<b>1,612.26</b>	-	-	<b>1,384,274.06</b>	⑤
<b>WELLS FARGO BANK, N.A.</b>								
<b>GAS TAX BONDS SERIES 2008-A</b>								
A/C #: 22863900 Revenue Fund	0.0%	26,538.64	(26,538.64)	42.74	-	-	42.74	
A/C #: 22863902 Interest Account	0.0%	265.21	132,154.38	0.43	-	-	132,420.02	
A/C #: 22863903 Interest Account	0.0%	260.64	185,000.00	0.42	-	-	185,261.06	
A/C #: 22863904 Reserve Fund	4.6%	451,238.54	-	-	-	-	451,238.54	
A/C #: 22863906 Administration Fund	0.0%	8,938.73	1,799.00	14.40	-	-	10,752.13	
A/C #: 22863909 Acquisition Fund	0.0%	-	-	-	-	-	-	
<b>TOTAL WELLS FARGO BANK</b>		<b>487,241.76</b>	<b>292,414.74</b>	<b>57.99</b>	-	-	<b>779,714.49</b>	⑤
<b>COUNTY OF RIVERSIDE</b>								
COUNTY OF RIVERSIDE - FIRE		160,961.60	-	-	-	-	160,961.60	⑦
COUNTY OF RIVERSIDE - SANITARY		7.28	-	-	-	-	7.28	⑦
<b>TOTAL COUNTY OF RIVERSIDE</b>		<b>160,968.88</b>	-	-	-	-	<b>160,968.88</b>	⑦
<b>GRAND TOTAL FISCAL AGENT CASH</b>		<b>1,592,546.73</b>	<b>730,740.45</b>	<b>1,670.25</b>	-	-	<b>2,324,957.43</b>	⑪

-157-

ITEM 8.F.



ITEM 8.g.





**STAFF REPORT**  
**6/26/2019**

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

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Authorize Letter of Intent Submittal to the Desert Healthcare Foundation for Two Outdoor Fitness Gyms, Shade Structures, and Eight Drinking and Water Bottle-Filling Stations at Central Park and Rancho Las Flores Park II

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider authorizing the submittal of a Letter of Intent to the Desert Healthcare Foundation to install two outdoor fitness gyms, shade structures, and eight drinking and water bottle-filling stations at Central Park and Rancho Las Flores Park II.

**BACKGROUND:**

The Statewide Park Program (SPP) competitive grants (Prop 68) will create new parks and new recreation opportunities in critically underserved communities across California. The City of Coachella will be submitting two grant funding applications to create a new park on Avenue 52 and Education Way (Central Park) and expand an existing park known as Rancho Las Flores Park by building out its second phase. The Prop 68 grant funding opportunity encourages applicants to create healthy communities by connecting people to parks and supporting innovative recreational opportunities.

**DISCUSSION/ANALYSIS:**

The City of Coachella is working on establishing a possible “health” partnership with the Desert Healthcare Foundation (DHF) in an effort to connect residents to innovative recreational opportunities. The City is seeking City Council approval to submit a Letter of Intent to the DHF to help pay for outdoor fitness gyms (Figure 2), shade structures (Figure 1) to shield the outdoor fitness equipment, and the drinking and water bottle-refilling stations (Figure 3) at Central Park and Rancho Las Flores Park Phase II.

Description of Item	Cost Per Item	Qty.	TOTAL
Outdoor Fitness Gym	\$29,150	2	\$58,300
Shade Structure for Outdoor Fitness Gyms	\$16,471	2	\$32,942
Drinking & Water Bottle-Filling Stations	\$3,667	8	\$29,336
<b>TOTAL</b>			<b>\$120,578</b>

# ITEM 8.g.



**Figure 1  
Outdoor Shade Structures**



**Figure 2  
Outdoor Fitness Equipment**



**Figure 3  
Drinking & Water Bottle-Refilling Station**

**ALTERNATIVES:**

1. Authorize Submission of a Letter of Intent Application to the Desert Healthcare Foundation for Two Outdoor Fitness Gyms, Shade Structures, and Eight Drinking and Water Bottle-Filling Stations at Central Park and Rancho Las Flores Park II
2. Do Not Authorize Submission of a Letter of Intent Application to the Desert Healthcare Foundation for Two Outdoor Fitness Gyms, Shade Structures, and Eight Drinking and Water Bottle-Filling Stations at Central Park and Rancho Las Flores Park II

**FISCAL IMPACT:**

There is no fiscal impact to the City other than the future costs associated with maintaining the equipment at the parks for 30 years (if the City's grant applications are successful).

**ATTACHMENT(S):**

None





ITEM 8.h.





**STAFF REPORT**  
**6/26/2019**

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

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Authorize a Community Based Grant to Organizacion en California de Lideres Campesinas, Inc., in the Amount of \$500.00 to Help Defray Travel Expenses

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community Based Grant to Oranizacion en California de Lideres Campesinas, Inc., in the amount of \$500.00 to help defray travel expenses associated with attending an awards ceremony in Sacramento, CA.

**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 plus an additional \$5,000 (authorized in May, 2019) for the Community Based Grant Program.

**DISCUSSION/ANALYSIS:**

“Organización en California de Líderes Campesinas, Inc.” represents a culmination of decades of work by farm working women (Campesinas). Farmworker women have been the leaders of many grassroots and mobilizing efforts to improve the lives of farmworker communities. Líderes Campesinas provides these long-time leaders and activists with the opportunity to coordinate their work statewide and has built collectives so that campesinas may become agents of change and be a more effective unified voice. Lideres Campesinas will be receiving a Nonprofit of the Year Award from the California Association of Nonprofits in Sacramento, CA on June 5, 2019 and grant funds will help defray travel expenses associated with attending the ceremony.

# ITEM 8.h.

## **ALTERNATIVES:**

1. Award Organizacion en California de Lideres Campesinas, Inc., a Community Based Grant in the amount of \$500.00.
2. Do not award Organizacion en California de Lideres Campesinas, Inc., a Community Based Grant.

## **FISCAL IMPACT:**

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$500.00 leaving \$4,500.00 for the remainder of the fiscal year.

## **ATTACHMENTS:**

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:** 5 June 2019

July 1, 20 18 - June 30, 20 19

**2. Total Amount Requested:** \$ 500

\*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:**

Lideres Campesinas Coachella Chapter: Travel costs to capital to receive non-profit award

**4. Agency/Organization:**

Lideres Campesinas

**5. Mailing Address:**

PO Box 20033

City: Oxnard Zip: 93034

**6. Telephone:** 805-486-7776

Fax: 805-486-8779

**7. Official Contact Person:**

Name: Mrs. Suguet Lopez

Title: Executive Director

Telephone: 805-486-7776

Fax: 805-486-8779

E-mail: [slopez@liderescampesinas.org](mailto:slopez@liderescampesinas.org)

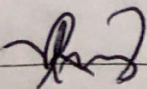
# ITEM 8.h.

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?  
March 1997: the date we received our first determination letter from the IRS. However, the organizing that led to the "formal existence" of Lideres Campesinas has started since the late 80's, early 90's.
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?  
June 4th - 5th, 2019
13. Describe briefly how the requested funds will be used.  
It will be used to cover all of the transportation and lodging costs that the Coachella chapter of the state-wide, non-profit Lideres Campesinas will assume in order to receive the recognition they have been awarded by the government leaders of the Coachella region:
14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.  
No, as we would use the requested amount with another funding source we have already received.
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?  
Not applicable to us as the funds will be used June 4th - June 5th, 2019.
16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.  
These funds would provide direct support to the Coachella chapter of Lideres Campesinas, who have been recognized by government officials as best non-profit of the year. The recognition will indirectly bring Coachella residents to the political forefront, along with community's most pressing issues. Outside of Coachella, it will highlight work led by primarily by women, to promote positive change in their communities, exclusive of race, income or gender.
17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)  
While the program would provide direct financial support for the XX women traveling to receive the award, indirectly the funds serve the entire community these Coachella women represent: a mostly latino, farmworking community of varying ages, with other low-to-middle income families facing similar struggles in the Coachella area.
18. Attach a proposed budget for requested funds.

Authorized Official: Mrs. Suguet Lopez

Title: Executive Director

Signature: \_\_\_\_\_



Date: 6/5/19

ATLANTA GA 39901-0001

In reply r **ITEM 8.h.**  
Oct. 16, 2017  
95-4611282 000000 00

00013853  
BODC: TE

ORGANIZACION EN CALIFORNIA DE  
LIDERES CAMPESINAS INC  
2101 S ROSE AVE STE A  
OXNARD CA 93033-4075

RECEIVED OCT 18 2017



019198

Employer ID Number: 95-4611282  
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Oct. 04, 2017, regarding your tax-exempt status.

We issued you a determination letter in MARCH 1997, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (03).

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).

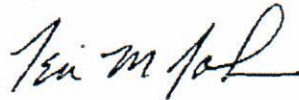
If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

# ITEM 8.h.

0752858409  
Oct. 16, 2017 LTR 4168C 0  
95-4611282 000000 00  
00013854

ORGANIZACION EN CALIFORNIA DE  
LIDERES CAMPESINAS INC  
2101 S ROSE AVE STE A  
OXNARD CA 93033-4075

Sincerely yours,



Teri M. Johnson  
Operations Manager, AM Ops. 3



# ITEM 8.h.

## Lideres Campesinas Coachella Chapter

Expenses for 11 women traveling to Sacramento to receive the "Nonprofit of the Year" award given by "CalNonprofits"

<b>Amount</b>	<b>Description</b>
\$ 564,05	Five rooms for one-night hotel stay
\$ 125,66	Enterprise rental
\$ 200,00	Gas
\$ 300,00	Meals
<b>Total \$ 1.189,71</b>	

# ITEM 8.h.

## Transaction details

May 29, 2019 at 1:01:53 PM PDT | Transaction ID: [REDACTED]

### Donation Received

Payment Status: Completed

Gross amount  
**\$500.00 USD**

### Mailing address

Megan Beaman



Palm Desert, CA 92260  
United States  
Unconfirmed

### Order details

	Quantity	Price	Subtotal
Lideres Campesinas	1	\$500.00 USD	\$500.00 USD
		Purchase Total	\$500.00 USD

### Payment details

Purchase Total	\$500.00 USD
Sales Tax	\$0.00 USD
Shipping Amount	\$0.00 USD
Handling Amount	\$0.00 USD
Insurance Amount	\$0.00 USD
Gross Amount	\$500.00 USD
PayPal Fee	-\$11.30 USD
Net Amount	\$488.70 USD

### Paid by

Megan Beaman

The sender of this payment is **Unverified**



### Payment Sent to

liderescampesinas@hotmail.com

### Need help?

Go to the Resolution Center for help with this transaction, to settle a dispute or to open a claim.

ITEM 8.i.





**STAFF REPORT**  
**6/26/2019**

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

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Approve a Community Based Grant to Desert United Soccer Club in the Amount of \$1,000 to Defray the Cost of Travel to the California Regional League Soccer Tournament

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community Based Grant to Desert United Soccer Club in the amount of \$1,000 to defray the cost of travel to the California Regional League soccer tournament.

**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 included an allocation of \$15,000 plus an additional \$5,000 (authorized in May, 2019) for the Community Based Grant Program.

**DISCUSSION/ANALYSIS:**

Desert United Soccer Club was founded in 1998. At that time four teams came together with a common goal to provide a quality soccer program at a competitive level for the youth of the Coachella Valley. Desert United Soccer Club is a nonprofit organization and are centrally based in the city of Palm Desert, California. Desert United Soccer Club is a chartered member of the California Youth Soccer Association. Grant funds will help defray travel costs to the California Regional League soccer tournament. There are significant benefits for Cal South teams playing in California Regional League. They will face top competition, playing the best clubs and teams within each age group in the state of California. With state-based play, there is less travel and lower costs to the players and parents. League play will be in Southern California. Travel will be local with one showcase event in Northern California and one showcase in Southern California. Teams in the California Regional League are playing for placement in the US Youth Soccer Far

# ITEM 8.i.

West Regional Championships and qualification to the US Youth Soccer National League. The league play and showcases will mean greater exposure to U.S. Soccer National Team staff, top college coaches, Region IV ODP staff and Cal South Pro+ scouts at the two annual showcase events.

## **ALTERNATIVES:**

1. Approve a Community Based Grant to Desert United Soccer Club in the Amount of \$1,000 to Defray the Cost of Travel to the California Regional League Soccer Tournament
2. Do Not Approve a Community Based Grant to Desert United Soccer Club in the Amount of \$1,000 to Defray the Cost of Travel to the California Regional League Soccer Tournament

## **FISCAL IMPACT:**

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$2,500.00 for the remainder of this fiscal year.

## **ATTACHMENTS:**

1. Copy of Community Based Grant Program 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: \_\_\_\_\_

July 1, 2018 - June 30, 2019

2. Total Amount Requested: \$1000.<sup>00</sup> \*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:

*Desert United Soccer Club/Coachella*

4. Agency/Organization:  
*Desert United Soccer Club*

5. Mailing Address: *83427 Puerto Escondido*

City: *Coachella CA* Zip: *92236*

6. Telephone:  
*(760) 578-0852*

Fax:

7. Official Contact Person:  
Name: *ALBERTO MARTINEZ*

Title: *Coach*

Telephone: *(760) 578-0852*

Fax:

E-mail: *Alberto Martinez10@msn.com*

# ITEM 8.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?

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? Soccer tournament is from

June 16 - 24, 2019

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

we will be selling raffle tickets, selling food plates, having car washes, and that ever each individual parent can afford.

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

The funds will be used for travel & lodging for Desert United Coachella team.

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?

the program/team has been funded and will be continued to be funded by coaches, parents, and fundraising for the past 4 years

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe. The team is made up of mostly young men from Coachella. The head coach is a business owner in Coachella. The team is made up of all Coachella Valley boys.

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

The majority of these boys come from low income families. Most soccer clubs at our level charge for these services; we are the only team that doesn't, again our families are low income.

18. Attach a proposed budget for requested funds.

Authorized Official:

Title: Coach

Signature: Alberto Martinez

Date: 5-21-19





# DESERT UNITED

## Coachella

### Soccer Club

Tax ID#: 33-0724092

Dear Sponsor/Donator,

Thank you for taking the time to consider sponsoring or donating to our 16 and under Premier Club Soccer team. Our club is a member of the California Youth Soccer Association (CYSA), and we participate in the Coast Soccer League gaming circuit at the premier level; we are the only boy premier level team to ever come out of the Coachella Valley.

Our team recently participated in the California Regional League Tournament (CRL). The tournament is comprised of elite premier level teams that competed for the opportunity to represent Southern California in the Far West Regional tournament in Honolulu, Hawaii. We are proud to say that we placed 1<sup>st</sup> and became CRL Champions, allowing us the opportunity to represent not only Southern California, but also the Coachella Valley.

As you might imagine the cost of a tournament of this magnitude is significant, per player (lodging \$450.00) (airfare \$750.00) (meals \$400). For this reason, we are reaching out to friends, family and businesses in our community for your help and support. Funds received from our sponsors/donors will help pay for our players to participate in the Far West Tournament. Your support is greatly appreciated by the players, coaches and parents of the 2002 Premier Desert United Coachella Soccer Team.

We thank you for your generosity and support of our young Desert United Coachella athletes. By making a tax-deductible donation to Desert United Soccer Club, you become an important part of our community and help make the Desert United Soccer Club team a success!!

Desert United Soccer Club is a non-profit organization (tax ID # 33-0724092). Please make checks payable to "Desert United Coachella." If you have any questions, please reach out to Coach Alberto Martinez, 760.578.0852, Assistant Coach Saul Chavez, 760.534.5779, or Team Manager Misty, 760.698.4763.

Thank you for your support,  
Coach Alberto Martinez

## Team Trajectory

The boy's 2002 Desert United Coachella team has been together since 2009. The coaching staff as well as the

Parents have done everything possible to keep these boys together, it has been no easy task. The entire Coachella Valley is well represented on this team, we have players from several of our valleys high schools, including CCHS, Shadow Hills, Indio High, CV High, and Rancho Mirage High Schools. For quite some time now the team has had great success but in the last two years they have been amazing. The boys have been undefeated since October of last year. 2016 Coast Soccer League (CSL) Gold Champions, 2016 Cerritos

**ITEM 8.i.** Champions, CYSA Tournament Champions. 2017 League Cup Champions, 2017 SOCAL  
Champions, Albion Cup Champions, CRL Play Champions. 2018 California Regional League  
(CRL) Champions, this championship allowed us the opportunity to represent Southern California as well as the  
Coachella Valley in the Far West Tournament in Honolulu, Hawaii. Several of our players have been selected to  
try out for the Olympic Development Program (ODP), and two of them have made the team. We are extremely  
proud of our players, parents, and coaching staff for this awesome trajectory and the opportunity to compete in  
this summer's Far West Soccer Tournament in Honolulu Hawaii. Thank you in advance for all your support!!!



[< Back to Search Results](#)

# Desert United Soccer Club

EIN: 33-0724092 | Palm Desert, CA, United States

## Publication 78 Data ⓘ

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

**On Publication 78 Data List:** Yes

**Deductibility Code:** PC

Page Last Reviewed or Updated: 6-Jul-2018

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# ITEM 8.i.

## Desert United Soccer Club - Coachella Budget

	City of Coachella	Desert United Soccer Club
Travel Expenses – June 16-24, 2019	\$ <u>500.00</u>	\$ <u>11,000</u>
Lodging Expenses – June 16-24, 2019	\$ <u>500.00</u>	\$ <u>15,000</u>
TOTAL:	<u>\$1,000</u>	TOTAL: \$ <u>26,000.00</u>

M7  
Customer  
Donation

**DIANE LEE ARCHIE** 1696  
BERMUDA DUNES (INDIO) CA 92203 90-7318/3211

Date 4-16-2019

Pay to the Order of Desert United Coachella \$ 50.00  
Fifty 00/100 Dollars

**Contra Costa Federal Credit Union**  
1111 7th Street, Martinez, CA 94563

For Donation

Harland Clark GUARDIAN SAFETY YELLOW

Mini  
Split  
Ticket

Carolina M. Ibarra 6942  
Alfredo Ibarra 90-7685/3272  
Hawley, CA 92227 08

Date May 1, 2019

Pay to the Order of Desert United Coachella \$ 10.00  
Ten and 00/100 Dollars

**LBS Financial CREDIT UNION** www.lbsfcu.org  
562.528.3007 • 714.693.5111  
PO Box 4820, Long Beach, CA 90804-0820

**National Park Foundation.** YOSEMITE NATIONAL PARK

For Raffle - Belen's G-sm

Photo Safe Deposit Box

M.S  
tickets

**LANA'S HOME CARE LLC DBA HOVLEY CARE** 5832  
LA QUINTA, CA 92253-2155 90/7162

DATE 04/24/19

PAY TO THE ORDER OF Desert United Coachella \$ 20.00  
Twenty 00/100 DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Photo Safe Deposit Box

ITEM 8.i.

#45

EDWARD ARAIZA  
ROSEMARY ARAIZA  
INDIO, CA 92202

90-7053/3211

3041

5-1-18

Desert United Coachella \$ 40.00  
Forty dollars & 00/100

BBVA COMPASS  
24 HOUR CUSTOMER SERVICE  
1-800-298-8822

Fundraising

SAMANTHA L. HERNANDEZ  
INDIO, CA 92201

90-7172 / 774  
3222

1257

Date 4-27-18

Pay to the order of Desert United Coachella \$ 20.00  
Twenty and 00/100

CITIBANK, N.A. BR. #774  
44-480 TOWN CENTER WAY  
PALM DESERT, CA 92260

Memo

Linda Jones  
Doug Jones  
La Quinta, CA 92253-4800

1010  
91-7478/3221

4/26/2018

PAY TO THE ORDER OF Desert United Coachella \$ 20.00  
Twenty & no/100

Pima Federal Credit Union  
PO Box 50267  
Tucson, AZ 85703

FOR

Rosalinda R. Rodriguez  
La Quinta, CA 92253

4791  
16-24/1220

4/20/2018

Pay to the order of Desert United Service (Linda) \$ 10.00  
TEN AND NO/100

WELLS FARGO BANK  
www.wellsfargo.com

For

4713

**MASCORRO CONCRETE CONSTRUCTION, INC.**  
72-290 QUARRY TRAIL PH. (760) 343-1243  
THOUSAND PALMS, CA 92276

**UnionBank**  
The Private Bank  
888 826-2660  
unionbank.com  
16-49/1220

5/2/2019

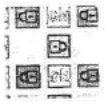
PAY TO THE  
ORDER OF Desert United coachella

\$\*\*300.00

Three Hundred and 00/100\*\*\*\*\*

DOLLARS

Desert United Coachella  
83427 Puerto Escondido  
Coachella, CA. 92236



Security features. Details on back.

MEMO

Contribution



↓  
My customer donation.





ITEM 8.j.





**STAFF REPORT**  
**6/26/2019**

# ITEM 8.j.

**TO:** Honorable Mayor and City Council Members  
**FROM:** Jacob I. Alvarez, Assistant to the City Manager  
**SUBJECT:** Annual Purchase of Billboard Advertisement from Lamar Advertising

---

**STAFF RECOMMENDATION:**

That the City Council approve the City Manager to execute a 1 year agreement/extension to purchasing Billboard Advertising with Lamar Advertising located near Harrison Street and Grapefruit Boulevard.

**BACKGROUND:**

The City over the past 5 years has seen an increase in Community Events such as Community Cleanup days, El Grito, 4<sup>th</sup> of July Firework display, Christmas Parade, Run with Los Muertos, Movies at the Park, Suavecito Sundays, Tacos and Tequila and most recently our new Latino Film Festivals. Staff recognizing that the City's events have become a year-round occurrence and that the City has been utilizing a Lamar Billboard more frequently; staff requested a proposal from Lamar to identify any possible savings.

One of the biggest advantages of a yearly contract is securing a prime location, reaching members of the community and visitors who may not utilize social media, and having the flexibility to consistently promote events and the city's image. In addition, a year-long agreement gives the City access to much less expensive "disposable vinyl" which lasts 30 to 60 days, typically the window used to promote events.

**Previous Billboard Purchase:**

Expenditures for FY2017-18

Movies in the Park	1,795	
Suavecito Sundays	595	
Suavecito Sundays	1,200	
Tacos Festival	6,085	
Tacos Festival	945	
Tacos Festival	3,500	
Tacos Festival	300	
Fourth of July	<u>2,000</u>	
Total	\$16,420	For 20 weeks of advertising

# ITEM 8.j.

## Year-long contract outlook

- \$14,800 for space
- 52 weeks total
- Average \$1,138 per 4-week period
- Printing & installation \$125 each campaign

## Savings

- Retail rate for space \$19,500 per year – Savings of \$4,700
- City's Historic rate for the space \$16,420 per year – Savings of \$1,620

The total billboard expenditure for FY 17/18 was \$16,420 which only provided 20 weeks of advertising as opposed to \$14,800 billboard space cost plus vinyl cost of \$125 per campaign for 52 weeks. A yearly contract secures this location. This is considered a prime location that is seen by 60,000 people each week.

Lamar initially increased the cost by 5% but staff negotiated to keep the contract at the same price as last year.

## **FISCAL IMPACT:**

There will be a \$14,800 impact plus a \$125 vinyl printing and installation per campaign to the City's General Fund. The expenditure will be allocated to the advertised event.

## **EXHIBIT(S):**

- 1) Lamar Advertising Contract



CONTRACT # 3232723

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	566801-0
Name	CITY OF COACHELLA
Address	1515 6TH ST
City/State/Zip	COACHELLA, CA 92236-1713
Contact	Jacob Alvarez
Email Address	jalvarez@coachella.org
Phone #	(760) 501-8127
Fax #	
P.O./ Reference #	
Advertiser/Product	CITY OF COACHELLA
Campaign	Opportunity: City of Coachella 2019 Renewal

Space										
# of Panels: 3								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
3411 574503	401-PALM SPRINGS, CA	GRAPE FRUIT BL EL 150' S/O AVE 49 NF	Yes	Poster	10' 6" x 22' 9"	Design:City of Coachella	08/12/19-11/03/19	3	\$1,000.00	\$3,000.00
3411 574503	401-PALM SPRINGS, CA	GRAPE FRUIT BL EL 150' S/O AVE 49 NF	Yes	Poster	10' 6" x 22' 9"	Design:City of Coachella	11/04/19-07/12/20	9	\$1,200.00	\$10,800.00
3411 574503	401-PALM SPRINGS, CA	GRAPE FRUIT BL EL 150' S/O AVE 49 NF	Yes	Poster	10' 6" x 22' 9"	Design:City of Coachella	07/13/20-08/09/20	1	\$1,000.00	\$1,000.00
Total Space Costs:									\$14,800.00	

Special Considerations: This contract is not cancellable. During the period of this contract vinyl costs are as follows; poster flex is \$125 for a 10'6 X 22'9. Vinyl is \$595 for a 10'6 X 22'9. A 10'6 X 36' vinyl is \$750 and a 14X48 vinyl is \$1250

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer (Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	CITY OF COACHELLA
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Mickey Sanchez	GENERAL MANAGER	DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.



# ITEM 8.j.

Phone: 760-327-4500  
Fax: 760-327-4520



**CONTRACT # 3232723**

Date: 5/29/2019  
New/Renewal: NEW  
Account Executive: Mickey Sanchez  
Phone: 760-327-4500

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.
9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

INITIALS



ITEM 8.k.







**STAFF REPORT**  
**6/26/2019**

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

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Approve a Community Based Grant to the Animal Samaritans in the Amount of \$1,000.00 to Support Its Adoption Alliance Animal Rescue Program

---

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community Based Grant to the Animal Samaritans in the amount of \$1,000.00 to support its Adoption Alliance Animal Rescue Program.

**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 included an allocation of \$15,000 and then an additional \$5,000 (authorized in May, 2019) for the Community Based Grant Program.

**DISCUSSION/ANALYSIS:**

Animal Samaritans is a 501(c)(3) nonprofit animal welfare organization committed to eliminating the euthanasia of adoptable animals. Animal Samaritans has programs and services in place to save the lives of healthy and treatable animals, which include prevention through humane education; low-cost spay and neuter; low-cost vaccinations; microchipping; shelter and care; and adoptions to lifelong homes. Animal Samaritans is requesting grant funding to support its Adoption Alliance Animal Rescue Program, which takes at-risk animals (owner surrendered, infant puppies/kittens, and adoptable animals whose time has run out and are getting euthanized for space) out of the Riverside County shelters and into permanent homes or with other rescue groups.

# ITEM 8.k.

## **ALTERNATIVES:**

1. Award the Animal Samaritans a Community Based Grant in the amount of \$1,000.00.
2. Do not award the Animal Samaritans 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 \$3,500.00 for the remainder of this fiscal year.

## **ATTACHMENTS:**

1. Community Based Grant Program 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:** \_\_\_\_\_

July 1, 20\_\_\_\_ - June 30, 20\_\_\_\_

**2. Total Amount Requested:** \$ \_\_\_\_\_

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:**

**4. Agency/Organization:**

**5. Mailing Address:**

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**6. Telephone:**

**Fax:**

**7. Official Contact Person:**

**Name:**

**Title:**

**Telephone:**

**Fax:**

**E-mail:**

# ITEM 8.k.

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?
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?
13. Describe briefly how the requested funds will be used.
14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.
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?
16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.
17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)

18. Attach a proposed budget for requested funds.

Authorized Official:

Title:

Signature: Christina Lewis

Date: 06/17/2019

**ITEM 8.1.**





## STAFF REPORT 6/26/2019

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

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Approve a Community Based Grant to About Families in the Amount of \$1,000.00 to Support Parenting Classes for Families Raising Children

---

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community Based Grant to About Families in the amount of \$1,000.00 to support parenting classes, group activities, and clinics for families raising children.

### **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 included an initial allocation of \$15,000 for the Community Based Grant Program and an additional \$5,000 was allocated in May, 2019.

### **DISCUSSION/ANALYSIS:**

About Families is a nonprofit organization with the mission to educate families on the emotional, mental, and physical experiences involved during pregnancy, postpartum, and early parenthood. About Families creates a village of support through classes, groups and events.

About Families was founded to foster relationships between families and knowledgeable professionals within the community in order to provide education and support to parents. About Families' primary goal is to help Coachella Valley families find support in one another to raise happy, healthy families that flourish. Research shows that peer support is an essential component of helping treat mood disorders and helping to maintain a healthy mental state.

About Families aims to create and provide a network of peers that have shared experiences and who can offer advice, resources and support for one another. To facilitate this process, About Families provides a variety of educational classes, clinics, programs and events for families

# ITEM 8.1.

living in the Coachella Valley. About Families' programs take a holistic approach to family rearing and operate on the premise that one must take care of the mind, body and spirit of every member of the family.

## **ALTERNATIVES:**

1. Award About Families a Community Based Grant in the amount of \$1,000.00.
2. Do not award About Families 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 \$1,500.00 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: June 5 2011

July 1, 2010 - June 30, 2010

2. Total Amount Requested: \$ 1000

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:

About Families Resource, Education, and Support Center (Parenting classes, infant CPR, Po

4. Agency/Organization:

About Families

5. Mailing Address:

44600 Village Court, Suite 200

City: Palm Des Zip: 92260

6. Telephone: 760-342-7400

Fax:

7. Official Contact Person:

Name: Joanna Boles Whitlow

Title: Director

Telephone: 805-570-3725

Fax:

E-mail: Joanna.whitlow@formomsandbabies.com

# ITEM 8.1.

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?  
8 years

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?

The programs are on-going. The funds will be used to help offset the costs of a new lease for an educational space About Families is moving into this summer. classes and groups will

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

The funds will be used as a deposit on About Families new classroom space.

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

About Families has recently acquired grant funding from the Anderson Foundation and the City of La Quinta. Every year in November About Families holds a large scale event with thousands of attendees to raise money for expenses (8 year track record). The organization

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?

The organization has continued to offer services in the past years with little to no funding with an all volunteer staff and very flexible and reasonable overhead. As the years have passed and more funding has become available the organization is able to serve more

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

About Families serves families from all over the Coachella Valley including Coachella. The new classroom space is actually much more accessible to the past 2 locations (in Palm Desert and Rancho Mirage) The organization anticipates serving even more families from

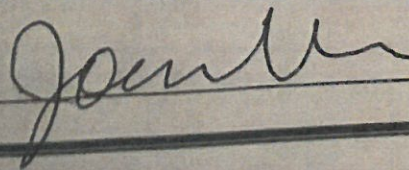
17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)

About Families serves both males and females in the childbearing years. Lower to middle class families mostly white and latino.

18. Attach a proposed budget for requested funds.

Authorized Official: Joanna Boles Whitlow

Title: Director

Signature: 

Date: 6/5/19

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

DEPARTMENT OF THE **ITEM 8.1.**

Date:

**MAR 12 2012**

ABOUT FAMILIES INC  
81-092 ARROYO PLACE  
INDIO, CA 92201

Employer Identification Number:  
27-5411622  
DLN:  
601320094  
Contact Person:  
CARLY D YOUNG ID# 31494  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
December 13, 2010  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

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,



Lois G. Lerner  
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

# ITEM 8.1.



**ABOUT FAMILIES**  
INC

## **Proposed Budget for City of Coachella Community Based Grant**

The sole purpose of the \$1,000 grant would be to offset the costs of leasing an educational space to host classes, groups, and clinics for families in the Coachella Valley. Classroom space is to be leased on July 1, 2019.

ITEM 8.m.





## STAFF REPORT 6/26/2019

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

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Adopt Resolution No. 2019-37 Authorizing the City Manager to Execute a Standard Agreement with the State of California Department of General Services for Grant Funds Awarded in the Amount of \$65,088 through the Alcohol Policing Partnership Program Administered by the Department of Alcoholic Beverage Control

---

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2019-37 authorizing the City Manager to execute a Standard Agreement with the State of California Department of General Services for grant funds awarded in the amount of \$65,088 through the Alcohol Policing Partnership Program Administered by the Department of Alcoholic Beverage Control.

### **BACKGROUND:**

The mission of the Department of Alcoholic Beverage Control (ABC) is to administer the provisions of the Alcoholic Beverage Control Act in a manner that fosters and protects the health, safety, welfare, and economic well-being of the people of the State.

In 1995, ABC embarked on a new and innovative approach to broaden and increase the level of alcoholic beverage law enforcement by working in partnership with cities and counties through a grant assistance project. The mission of the Alcohol Policing Partnership Program is to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminating the crime and public nuisance problems associated with problem alcoholic beverage outlets and then institutionalize those approaches within the local police agency.

### **DISCUSSION/ANALYSIS:**

In May 2019, the City of Coachella Police Department was notified that its grant proposal was selected for funding in the amount of \$65,988. The grant funds will be used for overtime to conduct enforcement operations and general undercover operations that target problematic ABC licensed establishments; approximately 820 hours of overtime for sergeants and officers to conduct 5

The Minor Decoy Program uses individuals, who are under the age of 20, to attempt to purchase alcoholic beverages at ABC licensed premises. If an individual sells to the minor decoy, the seller is issued a criminal citation. In addition, the ABC may file administrative disciplinary

# ITEM 8.m.

action against the licensee. The Minor Decoy Program has proven to be an effective tool, which law enforcement agencies have used to reduce the availability of alcoholic beverages to minors. The jurisdictions where Minor Decoy Operations have been utilized have documented significant improvements in licensee compliance with the law.

The City of Coachella Police Department requested \$65,988 in grant funds to conduct: five (5) IMPACT Operations (Informed Merchants Preventing Alcohol Crime Related Tendencies), five (5) Minor Decoy/Shoulder Tap Operations, ten (10) undercover operations, funds to cover travel expenses associated with attending a required training conference on these efforts, and funds to use as “buy money” for the decoy.

<b>BUDGET CATEGORY &amp; LINE ITEM DETAIL</b>	<b>COST</b>
<b><u>Personnel Services</u></b>	
Straight Time	\$0.00
Overtime	\$62,087.00
Benefits	\$901.00
<b><u>Operating Expenses</u></b>	
Buy Money for the Decoy	\$500.00
<b><u>Equipment</u></b>	
	\$0.00
<b><u>Travel Expense/Registration Fees</u></b>	
2019 APP Conference	\$2,500.00
<hr/>	
<b>TOTAL \$65,988.00</b>	

## **ALTERNATIVES:**

1. Adopt Resolution No. 2019-37 Authorizing the City Manager to Execute a Standard Agreement with the State of California Department of General Services for Grant Funds Awarded in the Amount of \$65,088 through the Alcohol Policing Partnership Program Administered by the Department of Alcoholic Beverage Control
2. Do Not Adopt Resolution No. 2019-37 Authorizing the City Manager to Execute a Standard Agreement with the State of California Department of General Services for Grant Funds Awarded in the Amount of \$65,088 through the Alcohol Policing Partnership Program Administered by the Department of Alcoholic Beverage Control



**FISCAL IMPACT:**

Acceptance and appropriation of the grant funds in the amount of \$65,988 will allow for overtime without impacting the General Fund. ABC will reimburse the City of Coachella for the approved expenses. There is no requirement for matching funds from the City of Coachella.

**ATTACHMENT(S):**

1. Standard Agreement
2. Resolution No. 2019-37



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19G-LA09

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR NAME

City of Coachella through the Coachella Police Department

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$65,988

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions GTC 04/2017	04/2017
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Coachella Police Department

CONTRACTOR BUSINESS ADDRESS

1515 Sixth Street

CITY

Coachella

STATE

CA

ZIP

92236

PRINTED NAME OF PERSON SIGNING

William B. Pattison, Jr

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**RESOLUTION NO. 2019-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES FOR GRANT FUNDS AWARDED IN THE AMOUNT OF \$65,088 THROUGH THE ALCOHOL POLICING PARTNERSHIP PROGRAM ADMINISTERED BY THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

**WHEREAS**, the City of Coachella desires to undertake a certain project designated as Minor Decoy/Shoulder Tap/IMPACT Operations to be funded in part from funds made available through the Alcohol Policing Partnership Program (APP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

**NOW, THEREFORE, BE IT RESOLVED** that the City Manager of the City of Coachella is authorized to execute on behalf of the City Council of the City of Coachella the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

**IT IS AGREED** that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

**BE IT FURTHER RESOLVED** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**IT IS ALSO AGREED** that this award is not subject to local hiring freezes.

**PASSED, APPROVED and ADOPTED** this 12<sup>th</sup> day of June 2019.

---

Steven A. Hernandez  
Mayor

**ATTEST:**

---

Angela M. Zepeda  
City Clerk

# ITEM 8.m.

**APPROVED AS TO FORM:**

---

Carlos Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-37 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 12<sup>th</sup> day of June, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Andrea J. Carranza, MMC  
Deputy City Clerk





ITEM 8.n.





## STAFF REPORT 6/26/2019

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

**FROM:** Jonathan Hoy, P.E., Assistant City Manager, City Engineer

**SUBJECT:** Amendment No. 1 to Professional Service Agreement with Southern California Soils and Testing (SCST) to provide Materials testing and Inspection Service for Various City Capital Projects.

---

### **STAFF RECOMMENDATION:**

Authorize the City Manager to execute Amendment No. 1 to the Professional Service Agreement with Southern California Soils and Testing (SCST) to provide Materials testing and Inspection Service for Various City Capital Projects.

### **DISCUSSION/ANALYSIS:**

On February 14, 2018 the City executed a professional service agreement with SCST to provide material testing and inspection services. SCST has provided those services on numerous capital projects throughout the City. Staff is recommending that the City amend this professional agreement, increasing their fee an additional \$30,000 and extending the term an additional year.

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary.

### **FISCAL IMPACT:**

Funding will be provided by each individual projects as Geotechnical Services (Materials Testing and Inspection) are needed to the project.



**AMENDMENT #1 TO AGREEMENT BETWEEN  
CITY OF COACHELLA  
AND SCST, Inc.**

**THIS AMENDMENT** ("Amendment") is made and entered into this \_\_\_\_day of June, 2019 by and between the City of Coachella ("City") and SCST, Inc., a corporation with its principal place of business at 6280 Riverdale Street, San Diego, CA 92120 ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment #1 is made with the respect to the following facts and purposes:
  - a. On or about February 14, 2018 the City and Consultant into a Professional Services Agreement with SCST, Inc. to provide Services for Capital Improvement Projects (CIP) in an amount not to exceed \$34,845.00 for as Inspection Services.
  - b. The parties now desire to amend the Agreement as set forth in this Amendment #1.
2. Amendment #1. Section 3.3.1, Compensation, of the Agreement is hereby amended in it's entirely to read as follows:
 

"3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in attached Proposal dated February 14, 2018 hereto and incorporated herein by reference. The total compensation shall not exceed Sixty-four Thousand Eight Hundred Forty-Five Dollars (\$64,845.00) without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

"3.1.2 Term. The term of this Agreement shall be from February 1, 2019 to June 30, 2021, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services
3. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.
4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance

# ITEM 8.n.

of the obligations they have undertaken pursuant to this Amendment.

5. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

SCST., Inc.

By: \_\_\_\_\_  
Bill Pattison, City Manager

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Carlos Campos, City Attorney

\_\_\_\_\_  
Andrea Carranza, Deputy City Clerk

**CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT  
PROJECT ST-86 WITH SCST**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 14<sup>th</sup> day of February, 2018 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 6<sup>th</sup> Street, Coachella, California 92236 ("City") and SCST, Inc. (SCST), a corporation with its principal place of business at 6280 Riverdale Street, San Diego, CA 92120 ("Consultant"). The City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Special Inspection and Materials Testing services to public clients, is licensed in the State of California, and is familiar with the plans of the City.

**2.2 Project.**

The City desires to engage Consultant to render such services for the ATP 1 Project ST-86 Federal Project # ATPL-5294 (015) project ("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 Special Inspection and Materials Testing consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from February 1, 2018 to February 1, 2019, 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

# ITEM 8.n.

deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

## **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner. Upon request of the City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the City.

3.2.4 Substitution of Key Personnel. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:



3.2.5 City's Representative. The City hereby designates Gordon Fisher, City Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Stephen T. Ward, Manager of Geotechnical Field Services/ Senior Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the City staff in the performance of Services and shall be available to the City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care: Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay

# ITEM 8.n.

to the City as fixed and liquidated damages the sum of **Zero Dollars (\$000.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

## 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* One Million Dollars \$1,000,000.00 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by

the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession.

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.

# ITEM 8.n.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

## **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty-Four Thousand Eight Hundred Forty-Five Dollars and Zero Cents (\$34,845.00)** without written approval of the City's Engineer. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City.

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Labor Code Requirements.

3.3.5.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by

# ITEM 8.n.

the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

## **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## **3.5 General Provisions.**

### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of the Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

Stephen T. Ward  
Manager of Geotechnical Field Services  
Senior Project Manager

**City:**

City of Coachella  
1515 6<sup>th</sup> Street  
Coachella, CA 92236  
Attn: Gordon Fisher, Project Manager, 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 the City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City’s sole risk.

**3.5.3.2 Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

# ITEM 8.n.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.



3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

# ITEM 8.n.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

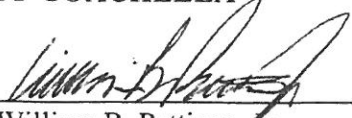
3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

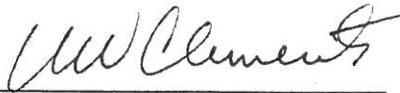
## **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

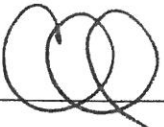
**CITY OF COACHELLA**

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

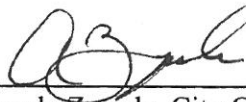
**SCST, Inc.**

By:   
\_\_\_\_\_  
Neal W. Clements, PE  
Owner/CEO  
February 5, 2018

*Attest:*

  
\_\_\_\_\_  
Carlos Campos, City Attorney

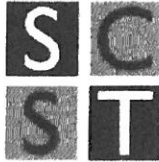
*Attest:*

  
\_\_\_\_\_  
Angela Zepeda, City Clerk

# ITEM 8.n.

## EXHIBIT "A"

### SCOPE OF SERVICES



SDVOSB DVBE

SCST, Inc.  
Corporate Headquarters  
6500 Riverdale Street  
San Diego, CA 92120  
619 215 4431  
619 280 4027  
619 280 4119  
www.scst.com

January 30, 2018

SCST Proposal No. MS18-0035

Gordon Fisher  
City of Coachella Dept. of Public Works  
53462 Enterprise Way  
Coachella, CA 92236

Subject: BUDGET ESTIMATE FOR SPECIAL INSPECTION AND MATERIALS TESTING  
ACTIVE TRANSPORTATION PROGRAM – CYCLE 1 PROJECT  
VARIOUS LOCATIONS  
COACHELLA, CA 92236  
FEDERAL PROJECT NO. ATPL-5294(015)  
CITY PROJECT NO. ST-86

Dear Mr. Fisher:

In accordance with your request, SCST, Inc., (SCST) has prepared this proposal to provide field and laboratory testing at the subject project.

These services will be provided on time and materials basis and will be billed in accordance with the rates and stipulations described in this budget estimate. Based on the aforementioned scope of work, the cost will be approximately \$34,845.00. A minimum charge of two hours per visit will be applied to all field services. Additional services may be provided upon request.

#### DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, his employees or agents. The contractor is responsible for his/her own work, and neither the presence of our field personnel nor the observation and testing by this firm should excuse him in any way for defects in his work. It should further be understood that we are not responsible for site safety.

Geotechnical Engineering Environmental Science & Engineering Special Inspection & Materials Testing Facilities Consulting

## CLOSURE

SCST appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. SCST has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost effective manner. Should you have any questions regarding this budget estimate or if we may be of further service, please contact our office at 619.280.4321.

Respectfully Submitted,  
SCST, Inc.

Stephen T. Ward  
Manager of Geotechnical Field Services/Senior Project Manager

(1) Addressee via e-mail:

# ITEM 8.n.

## EXHIBIT "B"

### SCHEDULE OF SERVICES

As Needed

**EXHIBIT "C"**  
**COMPENSATION**

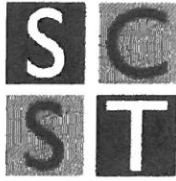
Client City of Coachella  
Project ATP, Cycle 1 Project  
Budget Summary/Cost Estimate Table

January 30, 2018  
SCCT Proposal No. MS18-0035  
Prevailing Wage Rates

**BUDGET ESTIMATE SUMMARY  
MATERIALS ENGINEERING SERVICES**

	Estimated Hours/Unit	Rate/Unit	Total Cost
<b>FIELD AND PROFESSIONAL SERVICES</b>			
<b>FIELD MATERIALS TESTER</b>			<b>\$14,768.00</b>
<i>Earthwork Inspection and Testing</i>			
Cal Trans Technician - Field (Subgrade)	32 hours	@ \$92.00 /hour	\$2,944.00
Cal Trans Technician - Field (Base)	32 hours	@ \$92.00 /hour	\$2,944.00
<i>Hot Mix Asphalt</i>			
Cal Trans Technician - Field	60 hours	@ \$92.00 /hour	\$5,520.00
Coring Technician - Density Cores	28 hours	@ \$120.00 /hour	\$3,360.00
<b>PROFESSIONAL STAFF</b>			<b>\$1,488.00</b>
Principal Engineer/Project Management Reports	12 hours	@ \$124.00 /hour	\$1,488.00
<b>SUBTOTAL FOR FIELD AND PROFESSIONAL SERVICES</b>			<b>\$16,256.00</b>
<b>MATERIALS LAB TESTING</b>			
<i>Class 2 Aggregate Base Lab Testing</i>			
Sieve Analysis	9 tests	@ \$89.00 /test	\$801.00
Sand Equivalent	9 tests	@ \$88.00 /test	\$792.00
R-Value	9 tests	@ \$276.00 /test	\$2,464.00
<i>HMA Lab Testing</i>			
Asphalt Binder Content	12 tests	@ \$183.00 /test	\$2,196.00
Gyratory Compacted (for Air Voids) - 3 plugs/test	12 tests	@ \$399.00 /test	\$4,788.00
Core Density (Cal 375)	18 tests	@ \$74.00 /test	\$1,332.00
Maximum Theoretical Density (Cal 309)	12 tests	@ \$133.00 /test	\$1,596.00
Hamburg Wheel Track (AASHTO T324)	2 test	@ \$900.00 /test	\$1,800.00
Tensile Strength Ratio for Moisture Susceptibility (AASHTO T283)	2 test	@ \$900.00 /test	\$1,800.00
Ignition Oven Correction Factor - per mix	2 test	@ \$500.00 /test	\$1,000.00
<b>SUBTOTAL FOR MATERIALS LAB TESTING</b>			<b>\$18,589.00</b>
<b>TOTAL FOR FIELD AND MATERIALS TESTING SERVICES</b>			<b>\$34,845.00</b>

# ITEM 8.n.



SDVOSB DBBE

**SCST, Inc.**  
*Schedule of Fees for Professional Services – Prevailing Wage*  
*Effective January 1, 2018*

SCST, Inc.  
 Corporate Headquarters  
 5280 Riverdale Street  
 San Diego, CA 92106  
 619 215-4321  
 619 250-4521  
 619 660-4717  
 www.scst.com

**PROFESSIONAL SERVICES**

*Professional (Engineering, Geology, Environmental)*

Principal Professional .....	\$174
Senior Professional .....	155
Project Professional .....	115
Staff Professional .....	96
Drafter .....	77

*Technician & Inspector*

Quality Control Specialist .....	\$87
Lab Technician .....	82
Building Inspector .....	94
Group 1 .....	92
Group 2 .....	94
Group 3 .....	96
Coring .....	120

*Project Management*

Senior Project Manager .....	\$156
Project Manager .....	124
Administrative Assistant .....	55

*Travel and Miscellaneous*

Pick Up .....	\$66/trip
Travel Time .....	Hourly Rate
Per Diem (variable, depending on location) .....	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq. ....	Quote
Overtime and Saturday Rate .....	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving) .....	2 x Regular Hourly Rate
Rush Surcharge .....	normal rate plus 50%

**LABORATORY TESTS**

*Soil and Aggregate*

Absorption Coarse Aggregate (Cal 206, ASTM C127) .....	\$38
Absorption Fine Aggregate (Cal 207, ASTM C128) .....	38
California Bearing Ratio includes Max Density Method C (ASTM D854) .....	618
California Impact (Cal 216) .....	206
Chloride Ion Testing (Cal 422) .....	150
Clay Lumps in Aggregate Per Size (ASTM C142) .....	150
Cleaness Value – 1" and Smaller (Cal 227) .....	200
Cleaness Value – Larger than 1" (Cal 227) .....	225
Consolidation (ASTM D2435) .....	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity) .....	187
Crushed Particles/Size (Cal 205, ASTM D693) .....	121
Direct Shear (ASTM D3080) .....	208
Durability Factor (Cal 229, ASTM D3744) .....	97
Durability Index (Cal 229, ASTM D3744) .....	\$224
Expansion Index (ASTM D4269) .....	177
Fine Aggregate Angularity (AASHTO T304) .....	200

Geotechnical Engineering | Environmental Science & Engineering | Special Inspection & Materials Testing | Facilities Consulting



*Soil and Aggregate - Continued*

Fineness Modulus (ASTM C136) .....	24
Flat & Elongated Pieces Size (ASTM D4791) .....	175
Light Weight Pieces (ASTM C123) .....	175
Liquid Limit (Cal 204, ASTM D4318) .....	58
Los Angeles Abrasion - larger than 1 1/2" (Cal 211, ASTM C535) .....	237
Los Angeles Abrasion - 1 1/2" and smaller (Cal 211, ASTM C131) .....	224
Maximum Density Check Point (ASTM D698/D1557) .....	88
Maximum Density: Optimum Moisture - 4" (ASTM D1557) .....	200
Maximum Density: Optimum Moisture - 4" (ASTM D698) .....	200
Maximum Density: Optimum Moisture - 6" (ASTM D1557) .....	220
Maximum Density: Optimum Moisture - 6" (ASTM D698) .....	200
Minimum Density (ASTM D1556) .....	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216) .....	35
Natural Density - Chunk Sample (ASTM D2937) .....	41
Natural Moisture Density Ring or Core Sample (ASTM D2937) .....	35
Organic Impurities (Cal 213, ASTM C40) .....	90
Organic Matter (ASTM D2974) .....	75
Percent Finer than #200 (ASTM C117, ASTM D1140) .....	70
Permeability Remold Sample includes Maximum Density (ASTM D2434) .....	400
Permeability Remold Sample includes Maximum Density (ASTM D5084) .....	560
Permeability Undisturbed Sample (ASTM D5084) .....	360
Petrographic Analysis (Cal 215, ASTM C295) .....	<i>Quote</i>
pH & Resistivity (Cal 204, ASTM D4318) .....	126
Plastic Limit (Cal 204, ASTM D4318) .....	69
Plasticity Index (Cal 643, ASTM G51) .....	127
Potential Reactivity (ASTM C289) .....	220
Residual Shear (ASTM D6467) .....	442
Rock Correction (ASTM D4718) .....	26
R-Value (Cal 301, ASTM D2844) .....	276
Sand Equivalent (Cal 217, ASTM D2419) .....	88
Sieve Analysis (Cal 202, ASTM C136, ASTM D422) .....	90
Sieve Analysis Pit Sample (Cal 202, ASTM C136) .....	128
Sieve Analysis with Hydrometer (Cal 203, ASTM D422) .....	200
Soil Cement Compression Strength (Cal 312, ASTM D1632) .....	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632) .....	100
Soluble Chlorides (Cal 422) .....	62
Soluble Sulfate (Cal 417) .....	62
Soundness 5 Cycles-Size (Cal 214, ASTM C88) .....	126
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127) .....	69
Specific Gravity Fine Aggregate (Cal 207, ASTM C128) .....	74
Triaxial Shear Consolidated-Undrained (ASTM D4767) .....	330
Triaxial Shear Unconsolidated-Undrained (ASTM D2850) .....	150
Triaxial Staged Consolidated-Undrained (ASTM D4767) .....	420
Triaxial Staged Unconsolidated-Undrained (ASTM D2850) .....	210
Unconfined Compression (ASTM D2166) .....	162
Unit Weight Aggregate (Cal 212, ASTM C29) .....	80

*Asphalt Concrete*

Asphalt Conformance Testing Full (inc. % Bitumen, SA Extracted, (2) Hveem, Maximum Theoretical, (2) Stabilometer Value) .....	5833
Asphalt Conformance Testing Modified (inc. % Bitumen, SA Extracted, (2) Hveem) .....	465
Asphalt Core Specific Gravity (Cal 308, ASTM D2726) .....	58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188) .....	74
Emulsion Content (CTM 382) .....	178
Film Stripping (Cal 302) .....	178
Gyratory Compacted Plug (AASHTO T312) .....	133
Hamburg Wheel-Plant Produced HMA (AASHTO T324-Cal-Trans Section 39) .....	900
Hveem - Maximum Bulk Specific Gravity (Cal 308) .....	133



# ITEM 8.n.

## *Asphalt Concrete - Continued*

Hveem & Stabilometer Value (Cal 366)	\$168
Ignition Oven Correction Factor (AASHTO T308)	500
Marshal Density, Stability & Flow (ASTM D6927) per plug	168
Marshal Density (ASTM D6926) per plug	133
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	259
Optimum Bitumen Content (Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	183
Residue by Evaporation (Cal 331)	178
Rice - Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	133
Sieve Analysis - Extracted Aggregate (Cal 382, ASTM D5444)	89
Stability and Flow (ASTM D1559)	147
Stabilometer Value (Cal 366)	147
Superpave Aggregate Qualities (Standard Cal-Trans Section 39 Requirements)	1,050
Superpave Mix Design-No RAP testing or Aggregate Qualities (AASHTO R35 Cal-Trans Section 39)	6,700
Superpave RAP Testing-Fractionated (ASTM D2172/AASHTO T308 Cal-Trans Section 39)	5,700
Superpave RAP Testing-Not Fractionated (ASTM D2172/AASHTO T308 Cal-Trans Section 39)	2,850
Swell Asphalt Concrete (Cal 305, ASTM D1561)	147
Tensile Strength Ratio-Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	285

## *Concrete*

2X2 Cube Compression	\$27
Concrete Core Compression (ASTM C42)	59
Concrete Cylinder Compression (Cal 521, ASTM C39)	27
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	74
Modulus of Elasticity (Cal 522, ASTM C469)	261
Shotcrete Mockup Panel (ASTM C1140)	1,040
Shotcrete Panel, 3 Cores - Compression (CBC)	290
Shrinkage-Hardened Concrete (ASTM C157 - Modified)	371
Split Tensile, Concrete Cylinder (ASTM C496)	74
Time of Set (ASTM C403)	200
Trial Batch Beam (Cal 523, ASTM C192)	69
Trial Batch Concrete Cylinder (Cal 521, ASTM C192)	38
Trial Batch Fabrication (ASTM C192)	298
Unit Weight, Hardened Concrete (ASTM C642)	45
Unit Weight, Lightweight Concrete (ASTM C567)	59

## *Masonry*

Absorption Block (ASTM C140)	\$38
Compression Adobe	52
Compression Block, Standard (ASTM C140)	50
Compression, Brick (ASTM C67)	38
Efflorescence Block	59
Efflorescence, Brick (ASTM C67)	45
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	92
Masonry Prism Compression (ASTM E447)	149
Mortar Bond Strength - Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	53
Relative Mortar Strength (Cal 515)	850
Shrinkage - Masonry Block (ASTM C426)	252
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	468



## Metal

Bend Test, Reinforcing Steel (ASTM A615)	\$45
Bend Test, Structural Steel (ASTM A370)	60
Bolt Assembly - Hardness Test	74
Bolt Assembly - Tensile & Proof Load Test	74
Modulus of Elasticity (Steel)	146
Post-Tension Tendon Tensile Testing	185
Tensile Strength #3 - #8 Bar (ASTM A615:A706)	74
Tensile Strength #9 - #11 Bar (ASTM A615:A706)	90
Tensile Strength #14 - #18 Bar (ASTM A615)	Quote
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670)	185
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670)	250
Tensile Strength - Mechanical Splices #18 (Cal 670)	Quote
Tensile Strength, Structural Steel (ASTM A370)	121

## Miscellaneous

Fire Proofing Density Test (ASTM E605)	\$69
Fiber Reinforced Polymer, Tensile (ASTM D3039)	520
Rebound Hammer Calibration	40
Material Preparation	40/hr
Relative Humidity Test (ASTM F2170)	40/kit
Concrete Vapor Emission Kits (ASTM F1869)	36/kit
Test Chamber and Water Spray Rack (ASTM E1105)	275/hour
Miscellaneous Charges	Various
Default Expense	Various

## TERMS AND CONDITIONS

All field services will be charged from portal to portal with the following minimum charges:

- A two-hour show-up charge will be applied to any service canceled the same day of service.
- A two-hour minimum charge will be applied to all field services.
- A four-hour charge will be applied to all field services requiring between two and four hours of work.
- A six-hour charge will be applied to all field services requiring between four and six hours of work.
- A eight-hour charge will be applied to all field services requiring between six and eight hours of work.
- Work in excess of eight hours up to twelve hours in a single day, will be charged in one-hour increments at 1.5 times the standard rate.
- Work in excess of twelve hours in a day will be charged in one-hour increments at 2.0 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 AM - 5:00 PM) will be charged a premium on a case-by-case basis.

Reimbursables: SCST reserves the right to charge for services outside of the contract in the form of reimbursables. These items include, but are not limited to the following consumables: magnetic particle powder, ultrasonic couplant, concrete cylinder cans, etc. The following are also included: mileage, travel time, equipment rental, administrative time utilized for photocopying, distribution lists, express mailing, archive searches, etc.

Subcontracted services that are included on the Fee Schedule will be charged at those rates. Subcontracted services not included in our Fee Schedule will be charged at cost plus 20 percent. Per Diem charges will be applied to projects outside a 50-mile radius of our office. Mileage will be charged at the rate of 50 cents per mile for distances over 50 miles from the location of dispatch.

Invoices for all services completed or in progress will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

Should any services provided by SCST for this project become subject to state or federal prevailing wage requirements, SCST will be compensated for those services at prevailing wage rates, from the date these requirements become effective through completion of the project.



# ITEM 8.n.

## SCST, INC. 2018 PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into at San Diego, California, by and between SCST, Inc. a California corporation, hereinafter referred to as "Consultant" and, City of Coachella, hereinafter referred to as "Client."

Client intends to employ SCST to provide Earthwork Observation, Compaction Testing, Special Inspection and Materials Testing Services for the ATP - Cycle 1 Project located in Coachella, California, hereinafter referred to as "Project."

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

### 1) Cooperation and Project Understanding

(a) Consultant will render the professional services set forth in the Scope of Work contained in the Consultant's Proposal, which is attached hereto and incorporated into this Agreement. Client will compensate Consultant in accordance with said Proposal.

(b) If Client requires additional services, Client agrees that said additional services shall be paid for by Client at Consultant's fee schedule in effect at the time of the services, or as agreed between Client and Consultant. Additional services verbally requested by Client or by any representative of the Client for the Project shall be subject to all of the terms and conditions of this Agreement unless modified by an amendment or addendum to the Agreement, or a new agreement between the parties for the additional services. A written modification to the Agreement may be requested by either Consultant or Client, and if such a modification is requested, any additional services shall be provided only upon approval in writing by both parties to said modification.

(c) Client will make available to Consultant all relevant information in its possession regarding existing and proposed conditions of the Project site. This information shall include, but not be limited to, all plans, specifications, surveys, test data, and written reports by previous consultants that may pertain to the Consultant's scope of work. Client will immediately transmit to Consultant any new or revised information, which may have an effect on Consultant's services under this Agreement.

(d) It is acknowledged that opinions, recommendations, and advice that may be provided by Consultant will be based on information furnished by Client or other persons or entities retained by Client, and on information obtained by Consultant through Consultant's own investigation, testing, inspection, and observation of work being performed by others. Consultant shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate or incomplete information furnished by Client or Client's representatives, and Client will indemnify and hold harmless

Consultant against all claims, demands, or liability arising out of or contributed to by such information or lack thereof.

(e) It is also acknowledged that, unless specifically set forth in Consultant's Scope of Work in attached Proposal, Consultant does not direct, control, or supervise the work of other persons or entities on the Project other than those that may be directly retained as subcontractors by Consultant. (Business and Professions Code § 6703.1)

### 2) Project Site

(a) If applicable, the Client shall indicate to Consultant the property lines of the Project site and be responsible for the accuracy of any boundary markers.

(b) The Client shall secure free and lawful access to the Project site for all necessary equipment and personnel of Consultant. Client shall notify any and all possessors of the project site that Client has granted Consultant free access to the Project site, and Client shall secure permission (and any permits) necessary to allow Consultant free access to the Project site at no charge to Consultant unless specifically agreed to otherwise in the Proposal attached hereto.

(c) If applicable, the Client shall take steps to see that the property is protected, on or off-site, including all landscaping, shrubs, and flowers. While Consultant will take all reasonable precautions to minimize any damage to the property, it will not be responsible for damage to lawns, shrubs, landscapes, walks, sprinkler systems, or underground utilities and installations caused by movement of earth or equipment.

(d) If applicable, the Client shall locate for Consultant and shall assume responsibility for the accuracy of Client's representations as to the locations of all underground utilities and installations. Consultant will not be responsible for damage by it to any such utilities or installations not so located, and any such damage by Consultant may, at Consultant's option, be repaired by Consultant and billed at cost plus 15% to Client.

(e) If applicable, Client shall notify Consultant of all locations where hazardous materials or wastes were stored, used, or disposed on the Project site.

(f) If applicable, Consultant agrees to backfill or adequately cover all open test holes made by it prior to leaving Project site unattended. Consultant agrees that all test holes will be backfilled upon completion of the job. However, Client may request test holes to remain open after completion of Consultant's work. In the event Client so requests, Client agrees to pay for all costs in connection with covering and backfilling said test holes at a later date, and Client shall indemnify and hold harmless Consultant for all claims, demands, and liabilities arising from its request.



**3) Safety**

Consultant will not be responsible for the general safety on the job or the safety of any equipment or individuals on the Project site other than its own personnel and the equipment under its direction.

**4) Ownership of Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Consultant, as instruments of service, shall remain the property of Consultant. In the event Client defaults on payment for Consultant's services, Client agrees that all reports and other work furnished to Client or its agents will be returned upon demand and will not be used by Client for any purpose whatsoever. Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

**5) Samples**

Consultant, or a subcontracted laboratory, will retain all soil, rock, and concrete samples for thirty (30) days after the issuance of Consultant's report or notification to terminate work. If the Client desires extended storage, the Client shall notify Consultant prior to the expiration date of this period. Extended storage or transfer will be at Client's expense.

**6) Professional Standard**

Client recognizes the inherent risks associated with the construction of improvements to real property. Client further recognizes that there may be significant variation in site conditions or in the work inspected or materials tested by Consultant. Consultant is responsible for performing its services in accordance with the standard of care set forth in the following paragraph, but this does not relieve the contractor or subcontractor from responsibility for their own work.

Consultant's services consist of professional and technical advice and observation only. Consultant will be responsible only for its own data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. In the performance of its professional services, Consultant will proceed with work diligently with competent personnel, and will comply with that level of care and skill ordinarily exercised by reputable professional engineers, geologists, and special inspectors currently practicing under similar conditions in the same or similar localities. No warranty of any kind whatsoever, express or implied, is made or intended by Consultant, its employees or agents, in connection with the services provided under this Agreement.

**7) Indemnification**

To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless Consultant, its officers,



employees, and agents from any and all claims, damages, losses, and expenses, including reasonable attorney's fees and costs of litigation arising out of resulting from the services to be provided under this Agreement. However, such indemnification shall not apply to the extent that any such claims, damages, losses, and expenses are due to the willful misconduct or sole negligence of Consultant.

**8) Dispute Resolution**

In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Client and Consultant agree that all disputes between them arising out of relating to the Agreement shall be resolved in accordance with the following procedures:

(a) **Special Meeting.** The parties shall first attempt to resolve any difference by businesslike negotiations. Either the Client or Consultant may call a special meeting, which shall specify the nature of the dispute to be resolved. This meeting shall be held within 3 working days of a written request, and shall take place at the job site, Consultant's office, or such other location as shall be mutually agreed. The meeting shall be attended by representatives of Client, Consultant, and if necessary, other involved parties, who have authority to resolve the dispute. The parties shall make a good faith effort to resolve their differences at this meeting.

(b) **Mediation.** If the parties are not able to resolve the conflict through negotiation within 5 business days of the special meeting, the Client and Consultant agree that the dispute shall be submitted to nonbinding mediation unless mutually agreed in writing otherwise. This mediation shall be a prerequisite to either party pursuing further legal action, and no such legal action shall be initiated by either party until a good faith effort has been made by the parties to resolve their differences through the mediation process unless both parties agree to waive this mediation requirement. The costs of the mediation shall be equally shared by all involved parties.

**9) Delays**

Consultant will be excused for any delay in completion of this Agreement caused by acts of God, acts of Client or Client's employees or agents, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies unforeseen by Consultant and beyond the reasonable control of Consultant.

**10) Termination of Agreement**

In the event that either party desires to terminate this Contract prior to completion of the Project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies Consultant of such intention to terminate Consultant's services prior to completion, Consultant reserves the right to complete such

# ITEM 8.n.

analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date. In the event that consultant incurs costs in Client's termination of this Agreement, a termination charge to cover such costs shall be paid by the Client.

In the absence of notification of termination, this Agreement shall continue in full force and effect until such time as Consultant has completed its services.

## 11) No Third Party Beneficiaries

This Agreement is entered into solely for the benefit of Client and Consultant and in no way is intended to benefit or extend any right or interest to any third party. It is the intention of Client and Consultant that they are the sole beneficiaries to the rights and obligations arising herefrom, and any benefit to be derived by any third party is merely incidental to and unintended by the Agreement.

## 12) Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted against the Consultant, a California corporation, and not against any of the Consultant's individual employees, officers or directors.

## 13) Attorneys' Fees

In the event that either party becomes involved in litigation arising out of this Agreement or the interpretation or performance thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other non-reimbursable litigation expenses.

## 14) Merger Clause

This Agreement, including the attached incorporated proposal, constitutes a final, complete, and total integration of any and all understandings between the parties. It supercedes all prior communications, understandings and agreements, whether oral or written.

Any subsequent change, alteration, addition, or modification must be mutually agreed upon, in writing, and signed by both parties.

## 15) Notices

Any notice required or permitted under this Agreement may be given by ordinary mail at the address contained in this Agreement, but such address may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the

mail.

## 16) Assignments

The rights and obligations of either party to this Agreement shall not be assigned or otherwise transferred without the prior written consent of the other party. Subject to the foregoing, each party to this Agreement, where applicable, binds itself, its partners, successors, executors, administrators, and assigns with respect to all covenants, conditions, and promises of this Agreement.

## 17) Individual Responsibility

If Client is a corporation, the individual or individuals who sign this Agreement on behalf of Client warrant that they are duly authorized agents of Client.

## 18) Invoices

Consultant will submit invoices to Client, at Consultant's option, either semi-monthly or upon completion of the services. Invoices for Consultant's services are due and payable upon receipt, and shall be considered past due if not paid within 30 calendar days of the due date. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided upon Client's request.

**A FINANCE CHARGE OF 1.5% PER MONTH, CALCULATED FROM THE INVOICE DUE DATE, WILL BE ASSESSED ON ANY INVOICES NOT PAID WITHIN 30 DAYS.**

## 19) Disputed Invoices

If the Client objects to any portions of an invoice, the Client shall so notify the Consultant in writing within 30 calendar days of receipt of invoice. The Client shall identify the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within 11 days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Finance charges as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor, calculated on the unpaid balance from the due date of the invoice.

## 20) Previous Consultant Fees

Client agrees that any previous consultant retained to perform professional services that are the same or related to those for which this Agreement has been entered, has been or will be promptly paid in full by client. Client shall obtain full rights to use previous consultant's work product, if same is to be used by Consultant.

## 21) Severability

If any term or provision of this Agreement should be found to be in violation of any law or ordinance, it shall be deemed



stricken from the Agreement, and the remainder of the Agreement shall remain in full force and effect

**22) Governing Law and Jurisdiction**

This Agreement shall be governed by the law of the State of California, and jurisdiction for any disputes arising under this Agreement shall be brought in a court of competent jurisdiction in San Diego, County, California.

**23) Limitation of Liability**

**CONSULTANT'S LIABILITY FOR DAMAGES DUE TO PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL FEES RECEIVED BY CONSULTANT UNDER THIS AGREEMENT, OR THE AMOUNT OF \$50,000, WHICHEVER IS GREATER.**

**IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEY'S FEES AND EXPERT WITNESS FEES AND COSTS, RESULTING FROM OR RELATED TO THE PROJECT OR THIS AGREEMENT.**

ITEM 8.n.



**ITEM 8.0.**





**STAFF REPORT**  
**6/26/2019**

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

**FROM:** Cástulo R. Estrada, Utilities Manager

**SUBJECT:** Authorize the City Manager to Execute a Professional Services Agreement with BSK Associates (BSK) for Laboratory Services in the Amount of \$120,000.00

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**STAFF RECOMMENDATION:**

Authorize the City Manager to Execute a Professional Services Agreement with BSK Associates (BSK) for Laboratory Services in the Amount of \$120,000.00

**DISCUSSION/ANALYSIS:**

The Coachella Water Authority and Coachella Sanitary District are required to regularly collect a variety of samples for analysis. This includes monitoring for drinking water, wastewater, wastewater sludge and wastewater flow monitoring. The City of Coachella's existing water and wastewater systems cover an area of approximately 53 square miles including approximately 120 miles of pipeline for drinking water and 90 miles of sewer collection.

As required by the Environmental Protection Agency (EPA), the Clean Water Act and the Safe Drinking Water Act, and the California State Water Resource Control Board (SWRCB) for drinking water service provided to customers within the service area, the Coachella Water Authority currently collects drinking water samples at 6 well sites, 18 distribution monitoring sites and 3 reservoirs.

As required by the National Pollutant Discharge Elimination System (NPDES) Permit No. CA0104493, the Coachella Sanitary District Water Reclamation Facility is required to report analysis results of collected samples at several monitoring points for monthly, quarterly and semiannual parameters. Furthermore, the results are used to calculate compliance with required quality standards. In addition, the U.S. EPA, the State Water Resources Control Board (SWRCB) and the Regional Water Quality Control Board, Colorado River Basin Region, the City, which owns a Publicly Owned Treatment Works (POTW), is required to implement the provisions of 40 CFR 403.8(f)(2)(v) for the random sampling and analysis of effluent from nondomestic (commercial and industrial) sewer users and to identify occasional and continuing noncompliance with pretreatment standards.

Sample analysis occurs on a regular and ongoing basis to meet federal, state, and local requirements. Sample collection and flow monitoring are often required in the distribution system, water sources, sewer system, and new facility construction sites. As the City of

# ITEM 8.o.

Coachella continues its growth projections, the need for additional laboratory services will expand as well along with the need for outside laboratory services. By contracting with BSK, the City of Coachella will be able to maintain compliance with all permit guidelines.

On September 24, 2018 the Utilities Department solicited a Request for Proposals (RFP). With a deadline of October 29, 2018, the Department received two proposals and after careful consideration, the Utilities Department determined BSK Associates to be the most responsible proposing party.

The term of this service agreement shall be for three (3) years, starting July 1, 2019. The amount of \$120,000.00 is for FY 19/20 and shall be renewed for the following years.

## **FISCAL IMPACT:**

Sufficient funds are included in the Coachella Sanitary District Fund FY 19/20 #361-21-120-10-334-001: \$80,000 and in the Coachella Water Authority Fund FY 19/20 #178-21-120-10-334-001: \$20,000; an appropriation from the Coachella Water Authority reserves of \$20,000.00 is required to supplement the #178-21-120-10-334-001 account.

**CITY OF COACHELLA  
CONTRACT SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of June, 2019 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 1515 6<sup>th</sup> Street, Coachella, California 92236, (hereinafter referred to as “City”) and BSK Associates (BSK), an employee owned company, with its principal place of business at 550 W. Locust Ave, Fresno, CA 93650 (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain **Collection and Analysis of Water and Wastewater Samples** required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Collection and Analysis of Water and Wastewater Samples** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

**2.2 Project.**

City desires to engage Contractor to render such services for the **Collection and Analysis of Water and Wastewater Samples** for the Utilities Department (“Project”) as set forth in this Agreement.

**2.3 Bid Submission.**

Contractor, in response to a Request for Proposal issued by the City on **September 24, 2018** submitted a proposal for work necessary to complete the Project as more fully described in the Request for Proposal and incorporated herein by reference.

**2.4 Bid opening; award.**

The City opened and considered proposals, and awarded the contract to Contractor in accordance with the Request for Proposal and provided written notice to Contractor of award on **June \_\_\_\_\_, 2019.**

# ITEM 8.o.

## 3. TERMS.

### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 **Collection and Analysis of Water and Wastewater Samples** 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 **July 1, 2019 to July 1, 2022**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### 3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor 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. Contractor 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. Contractor shall have a City of Coachella Business License and provide evidence of the same to the City’s Representative.

3.2.2 Schedule of Services. Contractor 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. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor 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 Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Utilities Manager**, or his or her 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 Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Cyndi Moore** or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, 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. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **sum of Fifty Dollars \$50 per day per day** for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

# ITEM 8.o.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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.

## 3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors 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. 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. Contractor 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.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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 Contractor, 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 city council, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its city council, officials, officers, employees, agents, and volunteers shall be excess of the Contractor'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 city council, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its city council, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its city council, officials, officers, employees, agents, and volunteers shall be excess of the Contractor'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 city council, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(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 city council, officials, officers, employees, agents, and volunteers.

3.2.9.4 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 city council, officials, officers, employees, agents, and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or

# ITEM 8.o.

self-insured retentions as respects the City, its city council, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 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.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.9.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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 subcontractors, 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. Contractor 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 annual compensation shall not exceed One Hundred Twenty Thousand dollars (\$120,000) each contract year 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. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. 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. Contractor 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 Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. 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.

3.3.6 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day with City approval. Contractor shall forfeit to City as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-Contractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code.

## **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

# ITEM 8.o.

## 3.5 General Provisions.

### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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 Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, 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:

**CONTRACTOR:**

BSK Associates (BSK)  
550 W. Locust Ave  
Fresno, CA 93650

**CITY:**

**City of Coachella**  
Utilities Department  
53462 Enterprise Way  
Coachella, CA 92236  
**Attn: Utilities Manager, Utilities 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 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.

3.5.4 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.

3.5.5 Indemnification. 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 or incident to any alleged 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, the Project or this Agreement, including without limitation the payment of all consequential damages 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.

3.5.6 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.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

# ITEM 8.o.

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

3.5.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 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.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 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.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, 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. Contractor 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.

3.5.19 Labor Certification. By its signature hereunder, Contractor 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.

3.5.20 Authority to Enter Agreement. Contractor 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.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Contractor 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.

**[SIGNATURES ON FOLLOWING PAGE]**

# ITEM 8.o.

**SIGNATURE PAGE**  
**City of Coachella**  
**Collection and Analysis of Water and Wastewater Samples**  
**SERVICES AGREEMENT**

**City of Coachella**

**BSK Associates (BSK)**

By: \_\_\_\_\_  
William J. Pattison, Jr  
City Manager

By: \_\_\_\_\_  
**Richard Johnson**  
**President**

*Approved as to form:*

*Attest: <sup>1</sup>*

\_\_\_\_\_  
Carlos Campos  
Legal Counsel

By: \_\_\_\_\_  
Angela M. Zepeda  
**City Clerk**

By: \_\_\_\_\_  
Cástulo R. Estrada  
Utilities Manager

\_\_\_\_\_  
<sup>1</sup> Attestation of Contractor's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Contractor's business entity.



EXHIBIT "A"

**SCOPE OF SERVICES**  
**REQUEST FOR PROPOSAL FOR LABORATORY SERVICES**

**CITY OF COACHELLA  
UTILITIES DEPARTMENT**



**COACHELLA**  
**WATER AUTHORITY &  
SANITARY DISTRICT**  
*SERVICE. VALUE. QUALITY.*

**REQUEST FOR PROPOSAL  
00-2018-01**

**LABORATORY SERVICES AGREEMENT**

**September 24, 2018**

CITY OF COACHELLA UTILITIES DEPARTMENT ♦  
53-462 ENTERPRISE WAY ♦ COACHELLA, CA 92236

**MONITORING OUTLINE**

**Page No.**

I. GENERAL INFORMATION .....1  
 II. PROPOSAL REQUIREMENTS .....2  
 III. CONTRACT TERMS .....4  
 IV. STANDARD PROPOSAL TERMS AND CONDITIONS.....4  
 V. SCOPE OF WORK FOR LABORATORY SERVICES.....8

**LIST OF APPENDICES**

Drinking Water Monitoring Program..... Appendix A  
 Coachella Sanitary District Monitoring Program ..... Appendix B  
 Industrial Wastewater Pretreatment/Source Control Monitoring Program ..... Appendix C  
 Professional Services Agreement ..... Appendix D

**LIST OF TABLES**

Drinking Water Monitoring Type/Location/Frequency..... Table 1  
 Regional Sewage Monitoring Constituents/Frequencies/Sample Types ..... Table 2  
 Pretreatment and Source Control Monitoring Constituents/Sample Types..... Table 3

**CITY OF COACHELLA/UTILITIES DEPARTMENT  
REQUEST FOR PROPOSAL  
FOR LABORATORY SERVICES**

## **I. GENERAL INFORMATION**

The City of Coachella Utilities Department (the "City") is soliciting proposals from qualified firms for the collection and analysis of water and wastewater samples. The City is seeking these services to comply with a number of monitoring and reporting programs required by the State Water Resource Control Board, National Pollutant Discharge Elimination System (NPDES) permits, the United States Environmental Protection Agency (U.S. EPA), and the California State Water Resources Control Board Division of Drinking Water (DDW).

### **Proposal Submittal Guidelines**

Contractor is required to submit an original and three (3) hard copies and one (1) electronic copy of the proposal in a sealed envelope at the address listed below:

**City of Coachella  
Utilities Department  
RFP/Laboratory Services  
53-462 Enterprise Way  
Coachella, CA 92236**

Proposals may be mailed or hand-carried to the Utilities Department, but must be received no later than **4:00 P.M., Monday, October 29, 2018**. Proposals may be modified or withdrawn prior to the established date and time.

The City does not recognize the U.S. Postal Service or any other organization as its agent for purposes of accepting proposals. All proposals received after the deadline will be rejected and returned unopened. The time clock in the Utilities Department prevails. No extensions will be granted.

### **Evaluation Criteria**

The Selection Committee will evaluate the proposals based on the following factors:

#### **A. General Quality and Responsiveness of the Proposal**

1. Responsiveness to the terms, conditions, and items of performance.
2. Completeness and thoroughness of the proposal.
3. Grasp of the scope and services to be performed, and the technical approach to be used.

#### **B. Qualifications and Experience of Contractor and Personnel**

1. Evidence of good organizational and management practices.
2. Record of performance/Performance Evaluations
3. Qualifications and experience of key personnel.
4. Experience and past performance of Contractor.
5. Ability to perform contract requirements
6. Current Business License with the City of Coachella

**C. Fee Proposal**

Price is a factor, but is not considered the primary selection criteria.

**Time Schedule for Request for Proposal (RFP)**

Issue solicitation	September 24, 2018
Submittal of questions	Monday, October 15, 2018 at 5:00 pm
Response to questions	Monday, October 22, 2016 at 5:00 pm
Proposal submittal deadline	October 29, 2018 at 4:00 pm
Complete review of proposals by	November 12, 2018
Award contract by	December 12, 2018

**Inquiries**

Any questions pertaining to this RFP should be directed to Berlinda Blackburn Environmental/Regulatory Programs Manager, at (760) 501-8114, or via E-mail at [bblackburn@coachella.org](mailto:bblackburn@coachella.org). If it becomes evident that this RFP must be amended, a formal written amendment will be issued to all known prospective Offerors.

**II. PROPOSAL REQUIREMENTS**

Proposals should respond to all requirements of the RFP to the maximum extent possible. Vendor is asked to clearly identify any limitations or exceptions to the requirements inherent in the proposal. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise.

The following proposal format is required and has been designed to facilitate comparison among the various proposing organizations. Among other things, it is very important that the proposal provides a concise description of the Contractor's background and capabilities in providing similar Services.

**A. Cover Letter** – Introduction. Include specific information regarding the following:

1. Identification of Offeror that will have contractual responsibility with the City. Identification should include legal name of company, corporate address, telephone, fax number, and years in business.
2. Name, title, address, email and telephone number of primary contact person who will be assigned to handle the City's requests and, if different, contact person during period of proposal evaluation.

**B. Qualifications and Experience** – All proposals must be from a State of California Certified laboratory, and must contain the following:

1. Certificate or proof of current accreditation from the State Department of Public Health or the Environmental Laboratory Accreditation Program (ELAP).
2. Evidence of current U.S. EPA approval for UCMR monitoring and reporting.
3. Number, type, and manufacturer of composite samples, flow meter equipment and gas detectors.
4. Current ELAP scores.

5. Specific cities/districts under contract and the scope of services being provided.
6. Client references (minimum of three within last three years).
7. Location of main corporate office and local area office(s), including business operating hours and work days.
8. Number of contracts terminated within the last five (5) years.
9. Resumes of key personnel proposed to work on the project.
10. A hard copy of typical organic and inorganic analysis reports with completed chain-of-custody forms.
11. Results and corrective actions for the two most recent Water Supply (WS) and Water Pollution (WP) Performance Evaluation studies.
12. A list of parameters for which the laboratory has current ELAP certification.
13. Parameters listed in Appendices A, B, and C which are routinely subcontracted for analysis or cannot be analyzed in-house.
14. A detailed list of detection levels and reporting levels for each analysis parameter to be done by the laboratory, as listed in Appendices A, B, and C.
15. A detailed QA/QC plan identifying quality checkpoints. Describe specific methods for developing accuracy consistent with Industry and City standards.

## C. Technical Approach

Provide a detailed work plan and methodology your firm would follow in performing services under the Contract. Do not restate the City's Scope of Work but rather provide the approach your firm will take and any recommendations. If firm's approach is different than stated in the City's Scope of Work, explain how and why.

## D. Submittal of Proposals

1. Submittals shall clearly indicate the Scope of Work and Program /Project Description for which the proposal is intended: qualifying proposals for laboratory services with regard to the drinking water, UCMR or wastewater programs alone or in combination will be accepted and evaluated.
2. Proposals must be submitted in a format that clearly addresses each of the requirements as set forth in this request for proposal.
3. Provide sample reports, protocol, procedures, or spreadsheets representative of those that will be provided to the City.

## E. Fee Schedule

The proposal for all drinking water analyses shall include a fee schedule for the parameters as listed in Appendix A, including UCMR analyses, by single item, special group or by test method. The proposal shall also include a letter certifying any discounts that will apply through the end of the 2018/2019 fiscal year.

The proposal for all wastewater analyses shall include a current fee schedule for the parameters as listed in Appendixes B & C and for phenolic compounds, sulfides (total), temperature and TTO, by test method for the organic compounds, and by single item for the remaining parameters. The fee schedule shall also include costs for composite sampling, grab sampling, and sewer flow monitoring services, if applicable. The proposal shall also include a letter certifying any discounts that will apply through the end of the 2018/2019 fiscal year.

The proposal shall include costs for expedited (“rush”) samples for water and wastewater analyses, and shall be delineated by available response times (e.g., 1-day, 2-day, 3-day, 7-day) or as otherwise appropriate.

The cost of sample bottles, travel blanks, sample preservation, blue-ice, all and unlimited courier costs, etc. shall be considered as part of the cost of analysis, and the contract laboratory shall absorb all such costs. The proposal shall also include costs for unlimited weekend services and any other non-routine workday costs.

### III. CONTRACT TERMS

#### Agreement for Professional Services

No agreement shall be binding upon the City until an Agreement for Professional Services (a sample of which is included in Appendix D) which includes both of the following (i) the standard terms and conditions (“Standard Terms”) in substantially the form set forth in the attached Exhibit A and (ii) and Scope of Work in substantially the form set forth in the attached Exhibit B is completely executed by the Contractor, Utilities Manager, and approved by the City Attorney, if required. Any requested revisions to the Letter of Agreement should be included in the proposal.

Failure to execute and return the contract agreement and evidence of acceptable insurance in a timely manner may be just cause to the City to rescind the contract offer.

#### Permits and Local Licenses

The Contractor shall obtain and pay for all licenses and certifications necessitated by their operations. Prior to starting any work, the Contractor is required to have a City of Coachella Business License and maintain such for the term of the Agreement.

### IV. STANDARD PROPOSAL TERMS AND CONDITIONS

#### A. Selection of Contract Laboratory(s)

1. This request for proposal is not being formally advertised but will be negotiated under the appropriate authority of the City of Coachella. This request does not commit the City to the award of a contract nor purchase order or to pay for any cost incurred by a firm offering laboratory services, in the preparation of the proposal or other related costs.
2. The City reserves the right to award this service agreement to one laboratory, or each program to different laboratories, or parts of each total program to different laboratories, as the case may be, if the City determines that no one laboratory will be able to provide the level of service that the City expects.
3. Although the proposals will include estimated costs for services rendered, final arrangements for the payment and/or compensation of services, be it on a single item or special group or discounted basis, will be negotiated after a choice of laboratories is made.
4. Award of this service agreement to the contract laboratory(s) shall be for three (3) years, starting December 12, 2018, with the City's option to renew annually for no more than two (2) one year periods. The fees for each additional year will be based

on the current fee schedule at the time of renewal minus any discount established during the first year. Fees may be increased by Consumer Price Index (CPI) annually upon written request by contractor.

## **B. Award of Contract**

The City Council will award the contract to the laboratory(s) determined most able to meet the City's expectations during the scheduled Council meeting of December 12, 2018. Evidence of current insurance coverage, as per the City's model Professional Services Agreement, must be provided prior to award of the contract. (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.) Please have your legal counsel review the attached agreement form and submit any comments.

## **C. Right to Reject Proposals**

1. The City retains the right to reject any and all proposals, to waive any specifications (both City's and written proposed specifications from proposing parties) and any informality or irregularity and to sit and act as sole judge of the merit and qualifications of each product/service offered. Proposing party's past performance and the City's assurance that each proposing party would provide the requirements of the scope of work/specifications as proposed will be taken into consideration when proposals are being evaluated. The City reserves the right to reject any proposals that have the potential for conflict of interest.
2. Proposing parties agree to honor said proposal for a period of ninety (90) days from proposal closing date. Acceptance of the proposing party's proposal by the City, during the period that the proposals shall remain valid, shall bind the proposing party to perform the Services in compliance with the terms set forth herein for the period stated in the proposal.
3. Failure to provide all information required in this RFP may result in your proposal being rejected as incomplete and non-responsive. All prices, terms, availability and any other conditions must be complete and in written form.
4. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. At this time there is no commitment on the part of the City to award a contract for Services. The City will retain all proposals submitted in response to this request.

## **D. Proposal Evaluation**

1. All proposals received shall be evaluated with the emphasis placed on the proposing party's ability to meet the City's requirements, the responsiveness of the proposals, and the evaluation criteria outlined in the RFP. Other factors such as ability to meet deadlines, quality of work performed in the past, and general competence of the proposing party shall be scrutinized very carefully. Cost will be evaluated in relation to the other qualified proposing parties and the City's previous experience. A facility tour may be required to further determine the qualifications of the proposing parties. The City need not select the lowest cost proposal, but may choose according to what is in the best interest of the City. Award shall be made to the most responsible proposing party whose proposal is determined to be the most advantageous to the City.



2. It should be noted that this is a competitive sealed proposal and not a competitive sealed bid. When proposals are opened, prices and other proposal information will not be made public until the proposal is awarded. There shall be no disclosure of any proposing party's information to competing proposing parties prior to the awarding of the Contract. At that time, the executed contract will become public information. Accordingly, each proposal should be submitted on the Contractor's most favorable terms from a price and technical standpoint.

#### **E. Default**

1. If the proposing party to whom the award is made fails to enter into a contract as herein provided, the award will be annulled and an award may be made to the next responsible proposing party, and such proposing party shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made. The notice inviting proposals, special provisions and specifications shall be considered as incorporated in the Contract.
2. Upon award of contract, the following default clause shall apply: in case of default by the proposing party, the City may procure the item(s) proposed from other sources and may deduct from any monies due, or that may after become due to the Contractor, the difference between the price named in the proposal and/or purchase order and actual cost thereof to the City. Price paid by the City shall be considered the prevailing market price at the time such purchase is made.

#### **F. Sales Tax**

The City pays State of California sales tax. The City is exempt from federal excise tax and shall furnish such tax exemption certificates as may be required.

#### **G. Work Performance**

1. All work shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including subcontractors, will be considered as employees of the Contractor. The Contractor will be held responsible for their work. The City will deal directly with and make all payments to the prime contractor.
2. The subcontracting of any or all of the work to be done will in no way relieve the Contractor of any part of responsibilities under the Contract.
3. Response time may be extended if the facts as to the cause of delay justify such extension in the opinion of the City Representative.

#### **H. Indemnify and Hold Harmless**

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City and all of its officers, employees, agents and representatives from and against any and all claims, demands, damages, actions, expenses, suits, accidents, injuries, liability or proceedings, of any character whatever, including, without limitation, attorneys' fees, brought for or on account of, or resulting from or arising out of or in connection with, any act, error, negligence, wrongful conduct or for which there may be strict liability under the law, by Contractor or any of Contractor's officers, agents, employees or representatives, in connection with or in the performance of this contract.

## I. Insurance

1. With respect to performance of work under this agreement, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described in the Agreement for Professional Services.
2. Contractor shall furnish properly executed certificates of insurance to City fourteen (14) days prior to commencement of work under this agreement. Such certificates shall:
  - a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming City as an insured;
  - b. Indicate whether coverage provided is on a claims made or occurrence basis; and
  - c. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to City.
    - i. Such insurance shall be maintained from the time work first commences until completion of the work under this agreement if an occurrence policy form is used. If a claims-made policy is used, coverage shall be maintained during the contract term and for a period extending five (5) years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates five (5) years beyond the contract term, when Contractor has a claims-made form(s).
    - ii. If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium cost advanced by City for such insurance.
    - iii. Contracts with Contractors who are required to be professionally certified by the state (such as physicians, design engineers, attorneys) shall be required to provide professional liability insurance in the amount of one million dollars(\$1,000,000), five hundred thousand (\$500,000) per occurrence and one million dollars (\$1,000,000) aggregate.

## J. Licenses

A City Business License is required by the Contractor and the Contractor's personnel shall furnish to the City a copy of their appropriate classed valid California Drivers License.

## K. Signing Agreements

The City does not sign rental, lease or other agreements that may be requested by the successful proposing party. The City agreement for professional services is the contract document incorporating the specifications and terms and conditions of this RFP.

**V. SCOPE OF WORK FOR LABORATORY SERVICES****A. Background:**

The City of Coachella is a growing community of more than 44,000 persons. City officials and staff take great pride in protecting the environment and providing quality drinking water and wastewater treatment services for residents and businesses of Coachella. The City of Coachella's existing water and wastewater systems cover an area of approximately 32 square miles.

The City is required to regularly collect a variety of samples for analysis. This includes monitoring for drinking water, wastewater, and wastewater flow monitoring. Sample analysis occurs on a regular and ongoing basis to meet federal, state, and local requirements. Sample collection and flow monitoring are often required in the distribution system, water sources, sewer system, and new facility construction sites.

**B. Services to be Provided by the Laboratory**

The duties and responsibilities of the contract laboratory(s) selected for this project shall include the following:

1. Provide and supply the City with the proper sample containers and preservatives corresponding to the analyte being tested. This shall include blue-ice for the drinking water program sample preservation and ice chests of various sizes, as needed.
2. Acknowledge receipt of samples by correctly completing the chain-of-custody form for each set of samples and returning a copy of the completed chain-of-custody with the corresponding analysis reports.
3. Retrieve an unlimited number of samples on unlimited dates and times from the City of Coachella's Water Authority and Sanitary District or other designated location twenty four (24) hours a day seven (7) days a week, including weekends and holidays. Additionally for the drinking water program, bacteriological samples shall be retrieved on the first City work day of every week, unless otherwise notified.
4. Conduct 24-hour composite and grab wastewater sample collection and flow monitoring at various locations, in accordance with 40 CFR, the City Sewer Ordinance, and Industrial User Wastewater Discharge Permit requirements.
5. Perform analyses for wastewater samples in accordance with 40 CFR Part 136 for the wastewater programs, and perform analyses for water samples in accordance with Title 22 for the drinking water program.
6. Perform analyses for water samples in accordance with the EPA Unregulated Contaminant Monitoring Rule and submit the analysis data in the required format for the UCMR Program. The laboratory must be EPA approved for UCMR reporting.
7. Prepare analysis reports to include the following information:
  - i. Sample identification and sample type
  - ii. Sample preservation and container type
  - iii. Analysis methodology used
  - iv. Analysis results and corresponding method detection limits or practical

- quantification limits
  - v. Name of individual(s) collecting or submitting the sample
  - vi. Date and time of sample collection
  - vii. Laboratory performing the analysis for each parameter
8. Submit the analysis reports, including chain-of-custody forms to the City together with the corresponding invoices for services rendered or cost of analysis.
  9. Provide reports in electronic format as described by the City in a method described by the City including email or using other electronic file storage devices.
  10. Provide a four-week analysis and report turn-around for organics and radioactivity, and a two-week analysis and report turn-around for all other analyses.

### C. Program/Project Descriptions

Three (3) distinct monitoring programs, for which varying levels of sample collection and analysis are required, are as follows;

#### 1. Coachella Water Authority Drinking Water Monitoring Program

The U.S. EPA and DPH require the City to monitor the quality of water at each water source and at selected locations throughout the distribution system, in accordance with Title 22 and the Clean Water Act, including the Unregulated Contaminant Monitoring Rule. Analysis data must be reported in the required format, in accordance with the EPA Information Collection Rule. Additional details regarding the Drinking Water Monitoring Program are provided in Appendix A.

#### 2. Coachella Sanitary District Monitoring and Reporting Program

The Code of Federal Regulations section 122.48 requires that all NPDES permits specify monitoring and reporting requirements. Water Code sections 13267 and 13383 also authorize the Regional Water Quality Control Board (Regional Water Board) to require technical and monitoring reports. As required by the National Pollutant Discharge Elimination System (NPDES) Permit No. CA0104493, the Coachella Sanitary District Water Reclamation Facility is required to report analysis results for monthly, quarterly and semiannual parameters to calculate compliance with required quality standards. Additional details regarding the Coachella Sanitary District Monitoring and Reporting Program are provided in Appendix B.

#### 3. Industrial Wastewater Pretreatment Monitoring Program

The U.S. EPA, the State Water Resources Control Board (SWRCB) and the Regional Water Quality Control Board, Colorado River Basin Region require the City, which owns a Publicly Owned Treatment Works (POTW), to implement the provisions of 40 CFR 403.8(f)(2)(v) for the random sampling and analysis of effluent from nondomestic (commercial and industrial) sewer users and to identify occasional and continuing noncompliance with pretreatment standards. The City therefore has adopted a monitoring plan that includes periodic monitoring of the sewer discharges from its permitted nondomestic dischargers. The City monitoring program may include Significant Industrial Users (SIUs) and non-SIUs. SIUs may require flow monitoring in conjunction with sample collection and analysis. Additional details regarding the Industrial Wastewater Pretreatment Monitoring Program are provided in Appendix C.

**D. Contractor Contact and Performance Time**

1. The Contractor shall designate a primary point of contact for this contract that will be available twenty four (24) hours a day and seven (7) days a week for emergency services as defined by the City of Coachella. In the event the primary contact is not available, the Contractor shall designate no less than two (2) alternate contacts.
2. The Contractor must have sufficient labor and equipment dedicated to this project in order to perform the work within the timeframes described herein.

**E. Reference Standards**

1. Standard Methods for the Examination of Water and Wastewater 20<sup>th</sup> Edition shall be utilized for analysis unless specified otherwise.
2. American Water Works Association (AWWA) Standards shall apply to all materials used for water distribution, when not otherwise covered by the City Standard Drawings and Equivalent Materials List.
3. Traffic Control Plans and equipment shall be per the "California Manual on Uniform Traffic Control Devices" (MUTCD).
4. Work within Caltrans' Right of Way shall be performed per Caltrans Standard Specifications and Drawings, where applicable, or under a project-specific encroachment permit if such permit is issued and in force.

**F. Assignment of Work**

The Contractor may not assign any part of the work to another entity without the written permission of the City.

**G. Equipment and Materials**

1. The Contractor is required to supply all labor, materials, tools, power, equipment, insurance, bonds, and supervision to complete the work.
2. The Contractor is solely responsible for protecting equipment and materials while engaged in any task under this contract. The City shall not be responsible for any damage or theft of equipment and materials.
3. Contractor shall be responsible for the storage of all necessary construction equipment, tools, and materials. City property or facilities including but not limited to streets, roads, and highways may not be used except for direct performance of the work or upon written approval from the City Project Manager.

**H. Job Site Safety**

1. The Contractor is fully responsible for all job site safety to complete the work in full compliance with all applicable safety regulations such as, but not limited to the California Occupational Safety and Health Agency (Cal/OSHA).
2. The public shall, at all times, be kept safe from the work using all reasonable measures per applicable standards and specifications and at the discretion of the City Project Manager.

# ITEM 8.o.

## **I. Quality Assurance/Quality Control**

A detailed QA/QC plan identifying quality checkpoints throughout the program lifecycle shall be presented in the proposal. The Contractor will describe specific methods for developing accuracy consistent with City Standards and accurate attribute data.

**Appendix A - Drinking Water Monitoring Program**

## Drinking Water Monitoring Program

The City collects drinking water samples at 6 well sites, 16 distribution monitoring sites, (1) Stage 1 DBPR monitoring site, (1) Initial Distribution System Evaluation (IDSE) monitoring site, and (3) reservoirs. Additionally, UCMR monitoring will be conducted at (1) monitoring site, and lead and copper monitoring will be conducted at 30 homes. Details regarding drinking water monitoring are provided in **Table 1**.

**Table 1 – Drinking Water Monitoring Type/Location/Frequency**

Monitoring Type	Monitoring Location	Monitoring Frequency
Quarterly Well Monitoring (bacti, general mineral, general physical, perchlorate)	6 wells	Monthly
VOCs, Inorganics	6 wells	Every 3 years
SOCs	6 wells	Every 3 years
Radiological	6 wells	Quarterly every 4 years
Nitrate	6 wells	Annually
Nitrite	6 wells	Every 3 Years
Pesticide/herbicide	6 Wells	Every 3 Years
Bacteriological (P/A and HPC)	16 monitoring sites (10 to 12 per week)	Weekly
Color, odor, turbidity	6 monitoring site	Monthly
Stage I - HAA5s	1 monitoring site	Quarterly
Stage I - Trihalomethanes	1 monitoring site	Quarterly
IDSE - Trihalomethanes, HAA5s	1 monitoring site	Quarterly
Lead and copper	30 homes	Every 3 Years
UCMR List 1 and List 2 constituents	2 sites	Done



**Appendix B - Coachella Sanitary District Monitoring Program**

**Coachella Sanitary District (CSD) Water Reclamation Facility Monitoring Program**

The Coachella Sanitary District is required to collect samples at several monitoring points at the Water Reclamation Facility. Quarterly samples shall be collected in March, June, September, and December. Semi-annual samples shall be collected in the months of June and December. Grab samples shall be collected at peak flow. All metals analyses are to be performed using total metals methodology. Details pertaining to Water Reclamation Facility Monitoring are provided in **Table 2**.

**Table 2 – CSD Water Reclamation Facility Monitoring Type/Location/Frequency**

Location	UNITS	Constituent	Sampling Frequency	Sample Type
<b>Influent Monitoring</b>	mg/L	20 °C BOD <sub>5</sub> mg/L	Weekly	24-hr. Composite
	mg/L	Suspended Solids mg/L 2	Weekly	24-hr. composite (Currently in-house)
<b>Effluent Monitoring</b>				
	MGD	Daily Effluent Discharge	Daily	Flow Meter Reading (in-house)
	mg/L	Settleable Matter	Twice-Weekly	24- hour
	Mg/L	Suspended Solids	Twice-Weekly	24-hr. composite
	mg/L	20 °C BOD <sub>5</sub>	Weekly	24-hr. composite
	Units	pH	Daily	Grab (Currently in-house)
<b>Total Combined Flow Before Discharge</b>				
	MPN/100 ml	Fecal Coliform/E.Coli	Twice-Weekly 5x/month	Grab
	mg/L	Chlorine Residual	Daily	Continuous (in-house)
	°F	Temperature	Daily	Grab (in-house)
	mg/L	Nitrate as Nitrogen (N)	1x/ Month	Grab
	mg/L	Nitrites as N	1x/ Month	Grab
	mg/L	Ammonia Nitrogen as N	1x/ Month	Grab
	mg/L	Total Nitrogen as N	1x/ Month	Grab
	mg/L	Total Phosphate as Phosphorus (P)	1x/ Month	Grab
	mg/L	Ortho-Phosphate as P	1x/Month	Grab
	mg/L	Total Dissolved Solids	1x/Month	24-hr composite
	% survival	Acute Bioassay	2x/Year	24-hr composite
	tu <sub>c</sub>	Chronic Bioassay	2x/Year	24-hr composite
	mg/L	Sulfates	Quarterly	Grab

Location	UNITS	Constituent	Sampling Frequency	Sample Type
	mg/L	Chloride	Quarterly	Grab
	mg/L	Hardness	Quarterly	Grab
	mg/L	Oil & Grease	1x/Month	Grab
	ug/L	Volatile Organic Compounds EPA Methods 624 & 625	Annually	Grab
<b>Receiving Water Monitoring</b>				
R-1* & R-2 Stations				
	pH	Standard Units	1x/Month	Grab
	°F	Temperature	1x/Month	Grab
	mg/L	Dissolved Oxygen	1x/Month	Grab
	Mg/L	Hardness	1x/Month	Grab
	Mg/L	Total Dissolved Solids	1x/Month	Grab
	mg/L	Nitrates as N	1x/Month	Grab
	mg/L	Ammonia Nitrogen as N	1x/Month	Grab
	Mg/L	Total Nitrogen as N	1x/Month	Grab
	Mg/L	Total Phosphate as P	1x/Month	
	Ug/L	Priority Pollutants (Inorganic Portion)	1x/Year	See Section I.F of the MRP
	Ug/L	Priority Pollutants (Remaining Portion)	1x/Year	See Section I.F of the MRP

\*In the event that no effluent is present at station R1, no receiving water monitoring data is required for station R1.

**Notes:**

<sup>1</sup> mg/L – milligrams-per-Liter

<sup>2</sup> MGD – Million Gallons-Per-Day

<sup>3</sup> Reported monthly with monthly average daily flow

<sup>4</sup> ml/L – milliliters-per-Liter

<sup>5</sup> Daily (excluding holidays and weekends)

<sup>6</sup> MPN – Most Probable Number

<sup>7</sup> The discharger may monitor for dechlorinating agent residual and report residual chlorine as nondetectable if the dechlorinating agent is present.

<sup>8</sup> ug/L – micrograms-per-Liter

<sup>9</sup> Acute bioassay shall be calculated from chronic bioassay test.

<sup>10</sup> Toxic Units (as described in the Chronic Toxicity Testing Section)

Sludge Monitoring 001	Constituent	Units	Sampling Frequency	Sample Type <sup>1</sup>
	Arsenic	mg/kg		Composite
	Cadmium	mg/kg		Composite
	Copper	mg/kg		Composite
	Lead	mg/kg		Composite
	Mercury	mg/kg		Composite
	Molybdenum	mg/kg		Composite
	Nickel	mg/kg		Composite
	Selenium	mg/kg		Composite
	Zinc	mg/kg		Composite
	Kjeldahl Nitrogen (TKN), Total (as N)	mg/kg		Composite
	Ammonia (as N)	mg/kg		Composite
	Nitrate (as N)	mg/kg		Composite
	Phosphorus, Total	mg/kg		Composite
	Potassium, Total			
	Total Solids	mg/kg		Composite
	Fecal Coliform	MPN/gram		Composite
	Total Petroleum Hydrocarbons	µg/L		Composite
	Bis(2-ethylhexyl)Phthalate	mg/kg		Grab

**Appendix C – Industrial Wastewater Pretreatment/Source Control Monitoring**

### Industrial Wastewater Pretreatment/Source Control Monitoring Program

The City permits and monitors industrial and commercial businesses located within the City of Coachella that generate wastewater. The frequency of sample collection, how the sample is collected, and the constituents that samples are analyzed for are based on the classification of the industrial user\*. In addition, to determine compliance, the City conducts discreet downstream sampling at industries classified as zero-dischargers. Details regarding Pretreatment and Source Control Monitoring are provided in **Table 3**.

**Table 3 – Pretreatment and Source Control Monitoring Constituents/Sample Types**

Constituent	Frequency*	Sample Type
Arsenic	varies	Composite
Barium	varies	Composite
Boron	varies	Composite
COD	varies	Composite
Cadmium	varies	Composite
Chloride	varies	Composite
Chromium	varies	Composite
Cobalt	varies	Composite
Copper	varies	Composite
Cyanide	varies	Grab
<b>Flow</b>	<b>Varies</b>	<b>As required</b>
Fluoride	varies	Composite
Hardness (total)	varies	Composite
Lead	varies	Composite
Manganese	varies	Composite
MBAS	varies	Composite
Mercury	varies	Composite
Nickel	varies	Composite
Oil & Grease	varies	Grab
pH	varies	Grab
Phenolic Compounds	varies	Composite
Selenium	varies	Composite
Silver	varies	Composite
Sodium	varies	Composite
Sulfate	varies	Composite
Sulfides (Total)	varies	Grab
TDS	varies	Composite
Temperature	varies	Grab
TTO	varies	Grab
Zinc	varies	Composite

\*The frequency of sample collection, how the sample is collected, and the constituents that samples are analyzed for are based on the classification of the industrial user.

## EXHIBIT "B"

**SCHEDULE OF SERVICES  
SCOPE OF WORK FOR LABORATORY SERVICES****A. Services to be Provided by the Laboratory**

The duties and responsibilities of the contract laboratory(s) selected for this project shall include the following:

1. Provide and supply the City with the proper sample containers and preservatives corresponding to the analyte being tested. This shall include blue-ice for the drinking water program sample preservation and ice chests of various sizes, as needed.
2. Acknowledge receipt of samples by correctly completing the chain-of-custody form for each set of samples and returning a copy of the completed chain-of-custody with the corresponding analysis reports.
3. Retrieve an unlimited number of samples on unlimited dates and times from the City of Coachella's Water Authority and Sanitary District or other designated location twenty four (24) hours a day seven (7) days a week, including weekends and holidays. Additionally for the drinking water program, bacteriological samples shall be retrieved on the first City work day of every week, unless otherwise notified.
4. Conduct 24-hour composite and grab wastewater sample collection and flow monitoring at various locations, in accordance with 40 CFR, the City Sewer Ordinance, and Industrial User Wastewater Discharge Permit requirements.
5. Perform analyses for wastewater samples in accordance with 40 CFR Part 136 for the wastewater programs, and perform analyses for water samples in accordance with Title 22 for the drinking water program.
6. Perform analyses for water samples in accordance with the EPA Unregulated Contaminant Monitoring Rule and submit the analysis data in the required format for the UCMR Program. The laboratory must be EPA approved for UCMR reporting.
7. Prepare analysis reports to include the following information:
  - i. Sample identification and sample type
  - ii. Sample preservation and container type
  - iii. Analysis methodology used
  - iv. Analysis results and corresponding method detection limits or practical quantification limits
  - v. Name of individual(s) collecting or submitting the sample
  - vi. Date and time of sample collection
  - vii. Laboratory performing the analysis for each parameter

# ITEM 8.o.

8. Submit the analysis reports, including chain-of-custody forms to the City together with the corresponding invoices for services rendered or cost of analysis.
9. Provide reports in electronic format as described by the City in a method described by the City including email or using other electronic file storage devices.
10. Provide a four-week analysis and report turn-around for organics and radioactivity, and a two-week analysis and report turn-around for all other analyses.

## **B. Program/Project Descriptions**

Three (3) distinct monitoring programs, for which varying levels of sample collection and analysis are required, are as follows;

### **1. Coachella Water Authority Drinking Water Monitoring Program**

The U.S. EPA and SWRCB require the City to monitor the quality of water at each water source and at selected locations throughout the distribution system, in accordance with Title 22 and the Clean Water Act, including the Unregulated Contaminant Monitoring Rule. Analysis data must be reported in the required format, in accordance with the EPA Information Collection Rule.

### **2. Coachella Sanitary District Monitoring and Reporting Program**

The Code of Federal Regulations section 122.48 requires that all NPDES permits specify monitoring and reporting requirements. Water Code sections 13267 and 13383 also authorize the Regional Water Quality Control Board (Regional Water Board) to require technical and monitoring reports. As required by the National Pollutant Discharge Elimination System (NPDES) Permit No. CA0104493, the Coachella Sanitary District Water Reclamation Facility is required to report analysis results for monthly, quarterly and semiannual parameters to calculate compliance with required quality standards.

### **3. Industrial Wastewater Pretreatment Monitoring Program**

The U.S. EPA, the State Water Resources Control Board (SWRCB) and the Regional Water Quality Control Board, Colorado River Basin Region require the City, which owns a Publicly Owned Treatment Works (POTW), to implement the provisions of 40 CFR 403.8(f)(2)(v) for the random sampling and analysis of effluent from nondomestic (commercial and industrial) sewer users and to identify occasional and continuing noncompliance with pretreatment standards. The City therefore has adopted a monitoring plan that includes periodic monitoring of the sewer discharges from its permitted nondomestic dischargers. The City monitoring program includes Significant Industrial Users (SIUs) and non-SIUs. SIUs require flow monitoring in conjunction with sample collection and analysis.





Corporate Office  
 550 W. Locust Avenue  
 Fresno, CA 93650  
 Toll Free: 800-669-3201  
 Fax: 559-497-2864

October 29, 2018

Ms. Berlinda Blackburn  
 City of Coachella  
 53-462 Enterprise Way  
 Coachella, CA 92236

**RE: Request for Proposal for Laboratory Services 00-2018-01**

Dear Berlinda and Members of the Laboratory Selection Committee:

Thank you for including BSK Associates as a respondent to your Request for Proposal for the City of Coachella. [BSK's 51 years of experience](#), combined with excellent turnaround times and staff attention to detail allow us to offer the best value. We are confident that the City of Coachella will meet its goal of selecting a conscientious vendor that provides the highest quality service at the lowest credible cost in choosing BSK. BSK's excellent reputation in the environmental laboratory industry is unmatched. Our clients choose us for:

- Our [convenient location](#) which allows for quick response times.
- Our [experienced BSK courier staff who are reliable, efficient and ON-TIME](#).
- Our [extensive testing capabilities](#) for water, wastewater, storm water, and bio solids that are recognized by *California ELAP*, *The NELAC Institute (TNI)* and the *EPA* to perform compliance analyses. [At no time have any of our certifications lapsed!](#)
- Our training and use of our [unique Electronic Chain of Custody System](#) – a time and money saving program that assists you in doing more with limited resources.
- Our [experienced Project Coordinator – Alejandra Montano](#), [amontano@bskassociates.com](mailto:amontano@bskassociates.com), 909-796-2059, who will serve your organization in an efficient and timely manner. Address same as undersigned who is the contact person for the proposal.
- [BSK's San Bernardino Laboratory Manager, Lorenzo Rodriguez, who has 17 years of public and private environmental lab experience \(including his tenure at the Victor Valley WW Reclamation Authority in-house laboratory overseeing process control sample analysis and regulatory compliance\)](#).

We appreciate your consideration and look forward to your careful decision.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cyndi K. Moore', is written over a light blue circular scribble.

Cyndi K. Moore  
 Business Development Associate  
 BSK Associates  
 350 E. Commercial Road, Ste. 110  
 San Bernardino, CA 92408  
 P. 951-295-6123  
 F. 909-796-2174

**GREAT SERVICE, SIMPLIFIED**

# ITEM 8.o.

<u>Table of Contents</u>	<u>Page</u>
Cover Letter	1
Table of Contents	2
<b>B. Qualifications and Experience</b>	
· Proof of Current Accreditation	3 att.1
· Evidence of Current USEPA UCMR4 Monitoring & Reporting	3 att.1
· Number, type, and manufacturer of composite samplers, etc.	4 att.2
· Current ELAP scores	4 att.3
· Specific cities/districts under contract with BSK	5
· Location of Main Corporate Office and Local Area Office, etc.	6
· Number of contracts terminated in the last 5 years	6
· Resumes of key personnel proposed to work on the project	6-7att.4
· Hard copy reports of typical organic and inorganic analysis reports with COCs	8 att.5
· Results and corrective actions for the 2 most recent WS and WP studies	7 att.3
· A list of parameters for which the lab has current ELAP certification	3 att.1
· Parameters listed in Appendices A, B & C which are subcontracted	7
· A detailed list of detection and reporting levels for each parameter listed	8 att.7
· QA/QC Plan	8 att.8
<b>C. BSK's Technical Approach</b>	
· Project Objectives	9
· On-Time Delivery	9
· BSK's Ethical Standards	9
· Project Coordination	9
· New Project Kick Off Meeting	9
· BSK Laboratory Tour	10
· BSK Sample Containers	10
· BSK Sample Preservation Chart	11-12
· BSK Sample Bottles with Color Coded Labels	13
· Chain of Custody	14
· Delivery of Analyses	14
· Sample Transport and Delivery Options for Expedited and Standard Processing	14
· Sample Receipt at the Laboratory	15
· BSK Preparation and Submittal of Reports	16
· BSK Pricing for Standard and Expedited Analytical Processing	17-19
<b>List of Attachments (see enclosed thumb drive)</b>	
· 1 – BSK Certifications	
· 2 – List of Equipment	
· 3 – ELAP Scores with CARs	
· 4 – Key Personnel Resumes	
· 5 – Sample Reports with COCs	
· 6 – Subcontractor Lab ELAP Certifications	
· 7 – List of Detection and Reporting Levels	
· 8 – BSK Quality Assurance Manuals	
· 9 – BSK Fee Schedule	

## **B. Qualifications and Experience**

BSK Associates' Analytical Services (BSK Labs) was established in 1967 as a support service for our geotechnical and engineering divisions. Over the last half century, BSK Labs has grown to become one of the top analytical testing firms in the country. **With 4 laboratory locations (in San Bernardino, Fresno, Sacramento and Vancouver, WA) and multiple service centers on the West Coast, BSK Labs is now a full-service, environmental laboratory network.** We offer a broad spectrum of organic and inorganic analyses for wastewater, drinking water, storm water, groundwater, soils and hazardous waste. BSK supports a large number of clients that include large and small municipalities, private water systems, wastewater treatment facilities, industrial dischargers, consulting engineers, biomass energy providers and private homeowners.

**A copy of our full Statement of Qualifications is available upon request.**

### **BSK's Certifications and Proof of Accreditation**

BSK's laboratories maintain a number of accreditations through numerous state agencies and the U.S. Environmental Protection Agency (USEPA) (For all 4 UCMR rounds of testing). The Fresno lab is accredited nationally under the 2009 NELAC/TNI Standard through the Oregon Environmental Laboratory Accreditation Program (ORELAP). In addition, Fresno is certified in the States of California, Hawaii, Nevada, Oregon and Washington. The San Bernardino laboratory is certified under the California Environmental Laboratory Accreditation Program (ELAP) and the Oregon Environmental Laboratory Accreditation Program (ORELAP).

For UCMR4 monitoring and reporting, BSK is certified for all UCMR4 parameters from the USEPA (see Attachment 1 certifications) and is currently contracted directly with the EPA to perform their UCMR4 Small Systems analytical work (**BSK is 1 of only 3 labs in the country working on this contract.**)

**BSK-San Bernardino** – BSK's San Bernardino laboratory (BSK-RAL) is approved by the state for water microbiology, color, odor, turbidity, anions by ion chromatography and biochemical oxygen demand (BOD). We began accepting these samples for on-site analysis June 1<sup>st</sup>, 2016. Therefore, the City of Coachella will be one of the primary customers of this facility. As the newest laboratory in the network, BSK-RAL will have substantial capacity available to the City.

**BSK-Fresno** – The BSK-Fresno laboratory (BSK-FAL) is a 16,000 square foot production laboratory staffing approximately 60 chemists, microbiologists and supporting staff. We maintain redundant instruments in nearly all departments and have a dedicated Technical Services group that is responsible for keeping all equipment online and productive. We also maintain service contracts on some of the more sophisticated equipment which ensures we have little to no downtime on our instrumentation. BSK-FAL receives approximately 800 samples per day, amounting to anywhere from 100 to 150 individual work orders per day.

BSK takes great care in ensuring that each test method in our laboratory can be performed by at least two people. This ensures that our production capacity does not suffer due to illness, vacation or attrition. All analysts and backup analysts are required to perform annual demonstrations of capability to verify their competency on each method. Department managers also have backups for data review and each of our Project Managers have a dedicated Project Coordinator to make sure that BSK delivers our results according to the turnaround commitments made to our clients.

Proof of BSK's current ELAP certifications from the State Water Resources Control Board are provided below. **Copies of our full certifications including UCMR4 can be found in Attachment 1.**

# ITEM 8.o.



BSK's San Bernardino ELAP Certification



BSK's Fresno ELAP Certification

## **BSK's Equipment and Instrumentation**

BSK recognizes two universal truths about the environmental laboratory industry: Regulations will constantly require lower reporting limits, and we will need to provide results on shorter time lines to meet our clients' needs. BSK continues to purchase state-of-the-art equipment on a regular basis. We do so to ensure we have adequate capacity, redundancy and sensitivity to deliver data on time, at the reporting limits needed, regardless of workload. Consistent investment in new technologies results in better on time delivery of results with improved quality control and greater operational efficiency.

BSK Labs maintains an extensive list of equipment to meet our analytical needs. We have invested over \$1.5M in new instrumentation over the last 5 years and expect to continue this level of investment. **For a detailed list of BSK's composite samplers and other field equipment see Attachment 2.**

## **BSK's ELAP Scores with Corrective Action Reports (CARs)**

As requested, a copy of BSK's most recent ELAP Scores (last 2 Audit Evaluations) with Corrective Action Reports (CARs) can be found in **Attachment 3.**

## **BSK's Specific Cities/Districts Under Contract and Client References**

The analytical services requested in this proposal document are similar to the support BSK provides for the references listed herein. Our team has years of experience gleaned from ongoing projects. This

insures a thorough and efficient approach to the City's environmental testing program. As requested three references are provided below:

## **City of Redlands Municipal Utilities and Engineering Departments**

1950 Nevada Street  
Redlands, CA  
**Contact: Shannon Simmers – (909) 557-6298**  
Email: [ssimmers@cityofredlands.org](mailto:ssimmers@cityofredlands.org)

BSK Associates' San Bernardino Laboratory Facility provided supplemental lab services for the City of Redlands' in-house laboratory for daily, weekly, monthly, quarterly and semi-annual analysis of various environmental samples for over 2 years. Sample matrices include drinking water, wastewater and sludge for various bacteriological, inorganic and organic constituents. Contract ended June 30, 2018 due to competitor low-bid.

## **City of Fontana**

16489 Orange Way  
Fontana, CA 92335  
**Contact: Tony Mata – (909) 350-6772**  
Email: [tmata@fontana.org](mailto:tmata@fontana.org)

The City of Fontana owns and operates a satellite wastewater collection system and is responsible for administering the regulatory requirements for its Pretreatment and MS4 Stormwater programs. To maintain regulatory compliance, the City utilizes BSK Associates to collect and analyze wastewater, stormwater and soil samples. The City is required to regularly collect a variety of samples for analysis. BSK devotes the necessary resources to completing this project with the highest level of service so that the City can meet all State, Federal and Local regulations in a timely manner. The City established a Professional Services Agreement (PSA), with BSK in October 2017.

## **Rancho California Water District - Santa Rosa Waste Reclamation Facility**

26266 Washington Avenue  
Murrieta, CA 92563  
**Contact: Mark Kaveney - (951) 712-6042**  
Email: [kaveneym@ranchowater.com](mailto:kaveneym@ranchowater.com)

In addition to providing many of the same testing services described above for the City of Fontana, BSK Associates staff provide **7 day per week sampling and onsite monitoring of pH and chlorine residual for Rancho's reclaimed water as well as daily bacteria and turbidity analyses.** Other analytical sampling locations for Rancho include: their wastewater plant influent, secondary effluent, stormwater, priority pollutant testing, groundwater and septic tanks (located in their district). Contract in place since July 1, 2018.

## **BSK Laboratory Locations**

BSK will incorporate two laboratories in the performance of this contract with the City. [Tests with short holding times – less than 48 hours – will be performed at our San Bernardino location.](#) All other testing will be transferred to BSK's main laboratory in Fresno, California. Lab addresses and phone numbers are listed below:

**BSK's San Bernardino Lab**  
350 E. Commercial Road, Ste. 110  
San Bernardino, CA 92408  
Ph: 909-796-2059

**BSK's Main Laboratory Location**  
1414 Stanislaus Street  
Fresno, CA 93706  
Ph: 800-877-8310 x244

# ITEM 8.o.

Fax: 909-796-2174  
Alejandra Montano  
[amontano@bskassociates.com](mailto:amontano@bskassociates.com)  
[www.bskassociates.com](http://www.bskassociates.com)

Fax: 559-485-6935

BSK Corporate Headquarters  
550 W. Locust Avenue  
Fresno, CA 93650  
Toll Free: 800-669-3201

All location operating hours are Monday-Friday 8am to 5pm. However, emergency services are available 24/7. Upon contract award, cell phone numbers of BSK personnel will be provided.

**Number of Contracts Terminated within the last five (5) years:** None

## **BSK Associates Staff – Our Key to Service and Success**

BSK Labs' customers vary considerably in size and complexity and we take great care in providing each client with *Great Service, Simplified*. Our approach to successful analytical testing begins with providing a dedicated Project Manager to each client. The Project Coordinator is matched by skill set to the unique needs of our clients. It is the Project Coordinator's responsibility to understand the business of our clients and identify their analytical needs. Our laboratory staff and Project Coordinators look beyond the task of providing laboratory results and seek to understand the reason behind the request. With this level of understanding, we are able to identify what our clients truly value and the actions necessary to ultimately fulfill their needs. BSK employs technical professionals with degrees in chemistry, biology and microbiology. Our staff understands and appreciates the results they produce and recognize their importance to the environment in which we live. We take a consultative approach to service so that we may better assist our clients in satisfying their testing requirements. BSK's project team is provided below:

## **BSK's Relevant Experience – Key Personnel**

<b><u>BSK Laboratory Staff Organization Information*</u></b>				
<b><u>BSK Staff Member</u></b>	<b><u>Position</u></b>	<b><u>Degree</u></b>	<b><u>Yrs at BSK</u></b>	<b><u>Yrs in Lab Bus</u></b>
Alejandra Montano	Project Coordinator	BS, Chemistry	1	3
Lorenzo Rodriguez	SB Lab Manager	BA, Chemistry	1	17
Renea Rangell	VP Lab Operations	BS, Agronomy	9	9
Belinda Vega	Lab Operations Mgr.	BS, Env. Res. Engr.	1	30
Daniel Bennitt	Organics Dept. Mgr.	BA, Chemistry	22	22
Michael Ng	QA Manager	MS, Chemistry	6	27
Norm Espinosa	Inorganics Dept. Mgr.	BA, Chemistry	17	17
Joshua Scales	Wet Chem. Lab Mgr.	BS, Chemistry	1	7
Michelle Lear	Client Services Mgr.	n/a	20	27

**\*All BSK Key Personnel staff resumes are provided in Attachment 4.** A brief overview of BSK management's professional experience is provided below:

### **Project Coordinator: Alejandra Montano**

Your BSK Project Coordinator will be Ms. Alejandra Montano. Ms. Montano works closely with her clients to assist in the fulfillment of their environmental laboratory analytical needs. She will help the City set up their account in BSK's Laboratory Information Management System (LIMS-Premium) utilizing customized projects, as well as participate in the laboratory kick off meeting, oversee monthly invoicing and any other tasks needed by the City. A copy of her resume is attached.

**San Bernardino Laboratory Manager: Lorenzo Rodriguez**

Our San Bernardino Laboratory Manager, Mr. Lorenzo Rodriguez, has over 17 years of analytical laboratory experience in both the private and public water sectors. He has worked for a variety of organizations ranging from some of our competitors to the Victor Valley Wastewater Reclamation Authority. Mr. Rodriguez has a Bachelor of Arts degree in Chemistry from Cal State San Bernardino. In his current capacity for BSK, Lorenzo runs the San Bernardino Laboratory Operations and is the go-to person for all things analytical. When you release your samples into Lorenzo's custody, you can be confident they are being handled with utmost care and consideration.

**Vice President of Laboratory Operations: Renea Rangell**

As the Vice President of Laboratory Services at BSK, Ms. Rangell provides leadership and oversight for Laboratory Operations and Sales efforts. In addition, with over 9 years of lab experience, she works to ensure strategic objectives are met while maintaining high quality data and quick turnaround times.

**Laboratory Director at Fresno: Belinda Vega**

Ms. Belinda Vega serves as BSK's Fresno Lab Director. Ms. Vega has over 30 years of experience in the environmental testing industry. She has a Bachelor of Science degree in Environmental Resources Engineering from Humboldt State University. She is currently focused on turnaround times and the implementation of lean processes throughout the laboratory.

**Quality Assurance Manager: Michael Ng**

Mr. Michael Ng is BSK's Quality Assurance Manager. Mr. Ng has over 27 years of environmental laboratory experience. He graduated from the University of California, Los Angeles with a Bachelor of Arts degree in Biology and has a Master of Science degree in Chemistry from Cal State, Los Angeles. Michael has served many functions in the laboratory including Laboratory Director at three different environmental laboratories in the Central Coast area of California.

**As requested in the RFP, a hard copy of typical organic and inorganic analysis reports with completed chain of custody forms can be found in Attachment 5 on the included thumbdrive.**

**BSK's Last 2 Water Supply (WS) and Water Pollution (WP) Performance Evaluation (PE) Studies and DMR QA Studies with Corrective Action Requests (CARs)**

**As requested, copies of our last 2 PE studies and CARs can be found in Attachment 3.**

**List of Parameters for which the laboratory has current ELAP Certification (see Attachment 1).**

**BSK List of Subcontractors for Tests Listed in Appendices A, B and C**

It is the intent of BSK to do all of the analyses listed in Appendices A-C at our in-house laboratory facilities. However, a small subset of samples will need to be subcontracted to the laboratories listed below:

<b>Subcontracted Lab</b>	<b>Analyses</b>
Enthalpy Labs	Phenols, Sulfide
Ceres Environmental Labs	Dioxins
ABC Labs	Acute and Chronic Bioassay

**A copy of each of their certifications can be found in the attachments (see Attachment 6).**

# ITEM 8.o.

**A detailed list of detection and reporting levels for each analysis parameter to be done by the laboratory, as listed in Appendices A, B, and C can be found in Attachment 7.**

## **BSK's Quality Assurance Program and Copies of QA Manuals**

BSK's Quality Assurance Program (QAP), our "guiding light" for decision making, is a comprehensive ISO-based (ISO 17025) quality assurance plan built on documented standard operating procedures and technical competence. BSK's QAP addresses all aspects of our laboratory operations – everything from sample handling, to chemical analysis, to data review and report generation.

Our QAP provides the basis for all decision points, ensuring that we provide legally defensible data that are of known and documented quality. All our data undergoes three levels of review and periodic internal audits so that our clients can rest assured that BSK's data will withstand the highest level of scrutiny in even the most litigious situations.

BSK will perform all QA/QC work required for this project. Our Quality Assurance Program is based on the revised 2009 TNI standard as part of its NELAC renewal through the State of Oregon which occurred in the latter half of 2014. The recent switch from California to Oregon NELAC accreditation is due to California's decision to cease operating as a NELAC accrediting authority. **At no time during this transition was BSK without NELAC accreditation.** The Fresno laboratory is certified under both NELAC and CA ELAP for drinking water analyses with the exception of the microbiology methods (NELAC only). Certifications are maintained for the States of California, Nevada, Oregon, Washington, and Hawaii. For our California clients the laboratory is approved by the State Water Resources Control Board Division of Drinking Water. All drinking water analyses will be made in accordance with EPA approved methods as prescribed by the Code of Federal Regulations.

The Quality Assurance System in BSK's laboratories is administered by our Quality Assurance Manager, Michael Ng, who is located in the Fresno laboratory in accordance with the NELAC standard. Multiple Technical Directors are identified in our Quality Assurance Manual to ensure adequate expertise for the extensive range of services offered. Mr. Brad Meadows is the Laboratory Director for the Fresno, Sacramento and San Bernardino locations. He visits the offsite locations on a regular basis.

As part of its' NELAC accreditation, BSK maintains an Ethics and Data Integrity program which includes annual training for all staff members as well as an annual renewal of the Ethics and Data Integrity Agreement. This program is applicable to the Fresno, Sacramento, Vancouver and San Bernardino locations. BSK policies and procedures are in place to monitor and detect inappropriate laboratory practices. All laboratory data undergoes multiple levels of review prior to delivery to the client. BSK uses a three tier review process that entails review by the analyst, by the supervisor or designated peer reviewer, and then by the PM/PC assigned to the client submitting the samples for analysis. BSK only releases data after the tertiary review. At that time, a report is issued to the client and the data is available for review on our web interface. Any changes to laboratory reports require a formal amendment process which is administered by our Quality Assurance Department. All amended reports are reissued with the designation of "Amended" included on the report.

BSK performs quality control measures based on the requirements of the certified analytical methods and, by default, includes these measures with all sample reports. Standard quality control measures include but are not limited to method blanks, laboratory control spikes, matrix spikes and sample duplicates. BSK will perform the QC samples specified in each analytical method requested by The City of Coachella. All QC data will be provided at no cost to the City and all underlying raw data is available upon request. Should the City have concerns on a data point, BSK will immediately investigate with a written inquiry update or completed finding within 48 hours of the initial inquiry. Should the City be unsatisfied with the finding, the sample will be immediately re-analyzed (if the sample is still within hold time) on an expedited turnaround time (at no additional cost). **A copy of BSK's Quality Assurance Manuals can be found in Attachment 8.**



## **C. BSK's Technical Approach**

### **Project Objectives**

It is BSK Associates' intent to partner with The City of Coachella offering analytical program support to provide the services listed in the proposal. All laboratory work performed will be in accordance with the California Environmental Laboratory Accreditation Program (ELAP) and the National Environmental Laboratory Accreditation Program (NELAP).

### **On-Time Delivery**

BSK recognizes that time is a resource that cannot be replaced, purchased or recaptured if lost. We understand that one of the hallmarks of a great laboratory is the ability to deliver on time, every time. To that end, BSK uses on-time delivery as one of our primary business metrics in gauging our performance. It is a topic discussed at all management meetings, it is a question asked on our annual client survey, and it is a metric displayed for all staff to see throughout the laboratory facilities.

BSK sets internal milestones for all turnaround schedules and each department has an on-time delivery goal for the year. Our project management group is included in the metrics and have set standards for on-time delivery of reports to our clients. At BSK, we strive to provide our clients the right data, on time, every time.

### **BSK's Ethical Standards**

For all the importance placed on delivering results on-time to clients, BSK's staff understands this goal does not come at the cost of quality in a laboratory setting. The work we perform assures the preservation of our environment and the protection of human health. There is no substitute for quality and ethical decision making. BSK's staff is trained to make the correct choices where data quality is concerned. These choices are discussed at our annual ethics training and all staff attests to following these guidelines when they sign our Ethics and Data Integrity Agreement. In this agreement, BSK's staff asserts our commitment to ethical laboratory practices and agrees to be intolerant of anyone who chooses otherwise. Ethical behavior, above all, is our greatest value and the basis for all work we perform.

### **Project Coordination - BSK's Approach to Service & Success**

BSK Labs' customers vary considerably in size and complexity. We take great care in providing each client with ***Great Service, Simplified***. Our approach to successful analytical testing begins with providing a consistent dedicated Project Coordinator to each project. The Project Coordinator is matched by skill set to the unique needs of our clients.

BSK will dedicate a Project Coordinator (Alejandra Montano) who will be directly responsible for the management of the scope of work and who will be the primary contact for the City. BSK will also provide the City of Coachella with a designated contact who will be able to provide ***technical support*** in a timely manner (Mr. Lorenzo Rodriguez – SB Lab Manager).

### **New Project Kick Off Meeting**

Once the contract has been awarded and paperwork signed, your BSK Project Coordinator will arrange for a meeting with the appropriate City of Coachella staff to go over your project requirements. Topics of discussion will include: Primary contact information (including email addresses, phone numbers, etc.), reporting option details, monitoring schedules, location identification details, bottle delivery, web access, etc. Upon completion, electronic accounts will be set up to access your reports via BSK's Web Portal. In addition, training for BSK's proprietary eCOC system –will be arranged for the appropriate personnel.

# ITEM 8.o.

## BSK Laboratory Tour

After the initial project meeting has been completed, BSK will provide lab tours for personnel wishing to participate. An important resource for the City is BSK Laboratory Manager, Lorenzo Rodriguez, who will be available to go over any questions or concerns.

## BSK Sample Containers

BSK will provide sample containers, travel blanks, coolers and cool packs for the purpose of sample collection and transfer. Sample containers will be new, prepared with the proper preservatives, labels attached and ready for sample collection. Any necessary sampling instructions to insure sample integrity will be submitted to the City with the first set of containers, any time there is a change in the sampling instructions, and annually thereafter. Additional bottles for external quality control samples will be supplied when requested. Sample transport and handling are included in the pricing provided.

BSK's sample containers are purchased pre-cleaned according to U.S.EPA guidelines. All batches are associated with a lot number identifiable on the container. Lot numbers are tracked in the event any contamination originates with the vendor. All lots are tested to verify the absence of contamination. If required (based on the analytical method), containers are preserved according to Standard Methods for the Examination of Water and Wastewater. Reagent grade (or better) preservatives are always utilized.

To assist City personnel with simplifying the sampling process, all BSK sample bottles are color coded based on the preservative found in the container. For example, all BSK Nitric preserved bottles are coded with red labels and red caps. The acid used for preservation and digestion of metals samples will be ULTREX nitric acid or equivalent. American Chemical Society (ACS) reagent-grade sulfuric acid will be used for preservation of nitrogen samples.

A copy of the BSK Sample Preservation Chart is also color coded to correspond with our containers – See pages 11-12.



**BSK Sample Bottle Preserved with Nitric Acid**



## Sample Preservation Chart

**Fresno Lab**  
1414 Stanislaus St.  
Fresno, CA 93706  
P 559.497.2888

**Sacramento Lab**  
3140 Gold Camp Dr. Suite 180  
Rancho Cordova, CA 95670  
P 916.853.9293

**San Bernardino Lab**  
350 E. Commercial Rd. #110  
San Bernardino, CA 92408  
P 909.796.2059

**Vancouver Lab**  
2517 East Evergreen Blvd.  
Vancouver, WA 98661  
P 360.750.0055

Additional Locations in California: Visalia, Bakersfield, & Livermore  
Analytical Services provided in CA, NV, OR, WA, & HI

### Organic Analyses

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

	Method	Analyte Groups	Hold Time	Container	Preservation Requirements	
Drinking Water	EPA 524.2	Trihalomethanes	14 days	3 x 40mL AG VOAs	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> + TB	≤ 6°C
		VOCs—Raw Water	14 days	3 x 40mL VOAs	HCl + TB	pH ≤ 2 ≤ 6°C
	EPA 524.2 / CA DHS	VOCs—Finished Water & 1,2,3-Trichloropropane	14 days	250 mL AG & 3 x 40mL VOAs	Ascorbic (AG) & HCl (VOAs) + TB	pH ≤ 2 ≤ 6°C
	EPA 524.3	Regulated Volatile Organics	14 days	3 x 40mL VOAs	Ascorbic + Maleic + TB	pH ≤ 2 ≤ 6°C
	EPA 504	EDB, DBCP	14 days	3 x 40mL VOAs	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> + TB	≤ 6°C
	EPA 505	Organochlorine Pesticides	7 days	3 x 40mL VOAs	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	≤ 6°C
	EPA 515	Chlorinated Herbicides	14 days	250mL AG	Na <sub>2</sub> SO <sub>3</sub>	≤ 6°C
	EPA 521	n-Nitrosodimethylamine	14 days	1L AG	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	≤ 6°C
	EPA 525	Semivolatile Organics	14 days	2 x 1L AG	Ascorbic, EDTA, KH <sub>2</sub> Cl	≤ 6°C
	EPA 531	Carbamates	28 days	1 x 40mL VOA	MCAA Buffer + Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	pH = 3 ≤ 6°C
	EPA 547	Glyphosate	14 days	1 x 40mL VOA	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	≤ 6°C
	EPA 548	Endothall	7 days	250mL AG	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	≤ 6°C
	EPA 549	Diquat/Paraquat	7 days	1L Brown Plastic	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	≤ 6°C
	EPA 552	Haloacetic Acids	14 days	250mL AG	NH <sub>4</sub> Cl	≤ 6°C
EPA 632	Diuron	7 days	2 x 1L AG	No Preservative	≤ 6°C	
Wastewater	EPA 608	OCI Pesticides, PCBs	7 days	2 x 1L AG	No Preservative	≤ 6°C
	EPA 624	Volatile Organics	Preserved=14 days No Preserve=7 days	3 x 40mL VOAs	HCl or No Preservative	pH ≤ 2 or 7 ≤ 6°C
		Acrolein, Acrylonitrile	Preserved=14 days No Preserve=3 days	1 x 40mL VOA	pH 4-5 Buffer or No Pres.	pH 4-5 or 7 ≤ 6°C
		2-Chloroethyl vinyl ether	14 days	2 x 40mL VOAs	No Preservative	≤ 6°C
	EPA 625	Semivolatile Organics	7 days	2 x 1L AG	No Preservative	≤ 6°C
EPA 632/8321	Carbamates	7 days	2 x 1L AG	No Preservative	≤ 6°C	
RCRA	EPA 8081/8082	OCI Pesticides & PCBs	L=7; S=14 days	2 x 1L AG/ ST or Jar	No Preservative	≤ 6°C
	EPA 8151	Phenoxy Acid Herbicides	L=7; S=14 days	2 x 1L AG/ ST or Jar	No Preservative	≤ 6°C
	EPA 8260	Volatile Organics	Preserved=14 days No Preserve=7 days	3 x 40mL VOAs	HCl or No Preservative	pH ≤ 2 or 7 ≤ 6°C
		Acrolein, Acrylonitrile	Preserved=7 days No Preserve=3 days	1 x 40mL VOA	pH 4-5 Buffer or No Pres.	pH 4-5 or 7 ≤ 6°C
		2-Chloroethyl vinyl ether	7 days	1 x 40mL VOA	No Preservative	≤ 6°C
EPA 8270	Semivolatile Organics	L=7; S=14 days	2 x 1L AG/ ST or Jar	No Preservative	≤ 6°C	
Hydro	GC/MS	BTEX / TPH-G	14 days	3 x 40mL VOAs	HCl	pH ≤ 2 ≤ 6°C
	NWTPH-Gx	TPH-G in Pacific Northwest	Preserved=14 days No Preserve=7 days	3 x 40mL VOAs	HCl or No Preservative	pH ≤ 2 or 7 ≤ 6°C
	EPA 1664	Oil & Grease HEM	28 days	2 x 1L AG	HCl	pH ≤ 2 ≤ 6°C
	EPA 5520	Oil & Grease, TPH-Diesel	14 days	2 x 1L AG	HCl	pH ≤ 2 ≤ 6°C
	EPA 8015	Diesel	14 days	2 x 1L AG	HCl	pH ≤ 2 ≤ 6°C
	NWTPH-Dx	TPH-D in Pacific Northwest	Preserved=14 days No Preserve=7 days	2 x 1L AG	HCl or No Preservative	pH ≤ 2 or 7 ≤ 6°C

ST=Soil Tube AG=Amber Glass 1L=1 Liter L=Liquid S=Solid TB=Trip / Travel Blank

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	<b>Analyses</b>	<b>Hold Time</b>	<b>Container</b>	<b>Preservation Requirements</b>			
<b>Wet Chemistry</b>	Alkalinity, Bicarbonate, Carbonate	14 days	250mL Plastic	No Preservative	≤ 6°C		
	BOD, CBOD (call for instructions)	<b>48 hours</b>	1L Plastic	No Preservative	≤ 6°C		
	Bromate, Chlorate	28 days	250mL AG	EDA	≤ 6°C		
	Chlorite	14 days	250mL AG	EDA	≤ 6°C		
	Bromide	28 days	250mL Plastic or AG	EDA or No Preserv.			
	Carbon, Total Org. (TOC)	28 days	3 x 40mL VOAs	H <sub>3</sub> PO <sub>4</sub>	pH ≤ 2	≤ 6°C	
	Carbon, Dissolved Org. (DOC)	28 days	3 x 40mL VOAs	No Preservative		≤ 6°C	
	COD	28 days	250mL AG	H <sub>2</sub> SO <sub>4</sub>	pH ≤ 2	≤ 6°C	
	Nitrate, Nitrite, Orthophosphate	<b>48 hours</b>	250mL Plastic	No Preservative		≤ 6°C	
	Chlorine, Residual	<b>15 minutes</b>	250mL Plastic	No Preservative		≤ 6°C	
	Chromium, Hexavalent (Cr+6) DW	14 days	250mL Plastic	NH <sub>4</sub> OH/(NH <sub>4</sub> ) <sub>2</sub> SO <sub>4</sub>	pH > 8	≤ 6°C	
	Chromium, Hexavalent (Cr+6) WW	28 days	250mL Plastic	NH <sub>4</sub> OH/(NH <sub>4</sub> ) <sub>2</sub> SO <sub>4</sub>	pH = 9.3-9.7	≤ 6°C	
	Chromium, Hexavalent (Cr+6) WW	24 hours	250mL Plastic	NH <sub>4</sub> OH/(NH <sub>4</sub> ) <sub>2</sub> SO <sub>4</sub>	pH = 9-9.5	≤ 6°C	
	Color, Turbidity	<b>48 hours</b>	500mL AG	No Preservative		≤ 6°C	
	Conductivity (EC), Sulfate	28 days	250mL Plastic	No Preservative		≤ 6°C	
	Cyanide, Total (CN)	14 days	250mL Plastic	NaOH	pH ≥ 12	≤ 6°C	
	Dissolved Oxygen (DO)	<b>15 minutes</b>	300mL Plastic	Special (ABC) vials			
	TKN, Total Phosphorus, Ammonia (NH <sub>3</sub> )	28 days	250mL Plastic	H <sub>2</sub> SO <sub>4</sub>	pH ≤ 2	≤ 6°C	
	Odor	<b>3 days</b>	500mL AG	No Preservative		≤ 6°C	
	pH	<b>15 minutes</b>	250mL Plastic	No Preservative		≤ 6°C	
	Perchlorate, Chloride, Fluoride	28 days	250mL Plastic	No Preservative			
	Solids (TDS, TSS, TS, Volatile and Fixed)	7 days	500mL Plastic	No Preservative		≤ 6°C	
	Settable Matter (SM)	<b>48 hours</b>	1L Plastic	No Preservative		≤ 6°C	
	Sulfide (S), Total	7 days	250mL Plastic	ZnAc <sub>2</sub> + NaOH	pH ≥ 9	≤ 6°C	
	Surfactants (MBAS)	<b>48 hours</b>	1L Plastic	No Preservative		≤ 6°C	
	Gross Alpha	6 months	2 x 1L Plastics	HNO <sub>3</sub>	pH ≤ 2		
	<b>Metals</b>	Al, Sb, As, Ba, Be, B, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Hg, Mn, Mo, Ni, K, Se, Ag, Na, Sr, Ti, Tl, Sn, U, V, Zn	6 months (Hg 28 days)	500mL Plastic	HNO <sub>3</sub>	pH ≤ 2	
		Mercury (Hg) by EPA 245.7 (WW only)	28 days	250mL Polyethylene	HCl	pH ≤ 2	
		Silica	28 days	500mL Plastic	No Preservative		≤ 6°C
		Lead/Copper Rule	14 days	1L Plastic	No Preservative		
		Asbestos	<b>48 hours</b>	L= 1L Plastic w/ Foil S=Sealed Bag	No Preservative		≤ 6°C
	<b>Externals</b>	Dioxin-1613	1 year	2 x 1L AG	No Preservative		≤ 6°C
		Radium 226/228	6 months	2 x 1L Plastics	HNO <sub>3</sub>	pH ≤ 2	
Radon		<b>48 hours</b>	1 x 1L AG	No Preservative			
Phenolics-Low Level		28 days	2 x 1L AG	H <sub>2</sub> SO <sub>4</sub>	pH ≤ 2	≤ 6°C	
Hydrogen Sulfide-Unionized		<b>48 hours</b>	500mL Preserve, 250ml Plastic- None	ZnAc <sub>2</sub> + NaOH	pH ≥ 9	≤ 6°C	
Sulfite (SO <sub>3</sub> )		<b>15 minutes</b>	250mL Plastic	No Preservative		≤ 6°C	
Ultra-LLevel-Hg 1631		Preserved= 3 mos Non-Pres.= 48 hrs	Plastic or Glass bottle received from external lab, double bagged				

SR-FL-0007-22  
Last Updated: 1/23/2018

**If you were not able to find what you were looking for, please contact the lab.**

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Sample Bottles with color coded labels and lids that indicate the preservative in the bottle are included in each BSK bottle order.



# ITEM 8.o.

## Chain of Custody

The chain of custody (COC) for all samples will be documented on forms provided by BSK. Each sample will be logged into the BSK Laboratory Information Management System (LIMS) system with a sample identifier provided by the City. A copy of the completed COC form will be attached to the report for each sample. Electronic formats of this form are also available. BSK staff will go over all aspects of this form with City Staff prior to contract start.

**BSK ASSOCIATES** 350 E. Commercial Road Suite # 110  
San Bernardino, CA 92408  
(909) 796-2059 • Fax (909) 796-2174  
www.bskassociates.com

**Turnaround Time Request**  
 Standard - 10 business days  
 Rush (Surcharge may apply)  
 Date needed: \_\_\_\_\_

**ANALYTICAL CHAIN OF CUSTODY**

**\*Required Fields**

Company/Client Name: \_\_\_\_\_ Report Attention: \_\_\_\_\_ Thermometer ID: \_\_\_\_\_ Invoice To: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Project: \_\_\_\_\_ Project #: \_\_\_\_\_  
 Reporting Location:  Truck (L/Flag)  Seams  HDD Type: \_\_\_\_\_  
 Sampling Method:  SPM/PCB (Drinking Water)  SDP to California SWPCB (Drinking Water)  
 San Bernardino Co.  Orange Co.  System Number: \_\_\_\_\_  
 Riverside Co.  L.A. Co.  Leadwater #: \_\_\_\_\_  
 Other: \_\_\_\_\_  
 Matrix Types: SW-Surface Water BW-Boiled Water CW-Cooling Water SW-Drinking Water SPM-Solids Matrix SDP-Solids Matrix  
 # Sample Description Sample# Date Time Matrix Comments / Station Code / WTRAX

Requested by: (Signature and Print Name) \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Received by: (Signature and Print Name) \_\_\_\_\_ Company \_\_\_\_\_  
 Requested for: (Signature and Print Name) \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Received for: (Signature and Print Name) \_\_\_\_\_ Company \_\_\_\_\_  
 Received for Lab by: (Signature and Print Name) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Payment Received at Delivery: \_\_\_\_\_  
 Invoice # \_\_\_\_\_ P/M/R \_\_\_\_\_ Check # \_\_\_\_\_ Cash # \_\_\_\_\_  
 Shipping Method:  CONTRACT  UPS  GED  WTRAX  FED EX  Courier  \_\_\_\_\_  
 Cooling Method:  Wet  Dry  None  Packing Material:  Bubble wrap  Foam  Other: \_\_\_\_\_  
 Chilling Process Done: Y / N

Form for use only. Not to be used as a substitute for a Chain of Custody. This form is provided as a service to the City of San Bernardino and is not intended to be used for any other purpose. BSK is not responsible for any errors or omissions in this form. BSK is not responsible for any errors or omissions in this form. BSK is not responsible for any errors or omissions in this form.

**BSK's Chain of Custody Form**

## Sample Transport and Delivery Options for Expedited and Standard Processing

BSK will supply all materials for collection and handling of samples at no additional charge. Prior to delivery of sample containers and coolers, BSK will pre-login all samples based on information provided at the new project kick off meeting. Projects will be based on sample location and frequency and will correspond with our eCOC system. Once set up, the system will work to save the City and the lab time going forward. Once eCOCs are put into place, it is possible for City personnel to use a tablet or smartphone in the field to enter dates and times of samples being taken and submit the eCOC electronically to the lab (note: eCOCs must still be signed with a "wet" signature). The City will also be able to print out labels from the eCOC system to attach to their sample bottles.

BSK staff will transport all samples to the laboratory for testing. They will be taken directly to BSK's laboratory located at 350 E. Commercial Road, Ste. 110 in San Bernardino for login and processing.



## Sample Receipt at the Laboratory

Once received at the laboratory in San Bernardino, login staff will inspect all samples for integrity before logging them into our LIMS. BSK utilizes a Sample Integrity Form to go over all elements of the sample as it was received, such as:

- Are samples in the proper temperature range (cooler temperatures are taken and noted on the chain of custody form)?
- Are all bottles unbroken and intact?
- Do all bottle labels agree with the Chain of Custody?
- Were correct containers and preservatives received for the tests requested?
- Were their bubbles in the VOA vials?
- Do samples have a hold time of less than 72 hours?
- Was PM notified of discrepancies so that they can contact the client?

**BSK's Sample Integrity Form**

The City will be contacted immediately if any problems are detected. If samples have short hold times they are done on-site at our San Bernardino lab.

All samples requiring non-short hold time chemical analysis will be re-packaged for overnight delivery to our Fresno lab. The volume of samples shipped has become a refined process with virtually no problems encountered due to familiarity and frequent communication with all parties involved.

Once the samples arrive at the Fresno facility they are received and undergo a tertiary peer review. For those requiring rush turnaround, the proper analytical department is notified so that testing can begin immediately. Alejandra Montano will be responsible for all analytical requirements, project management and communication with the City should any anomalies occur.

All samples are stored at 4 degrees C. per TNI 5.5.3. Temperatures are measured twice per day to ensure this temperature is maintained. All volatiles samples are separated into segregated refrigerators to prevent cross-contamination.

BSK will store samples (at no additional cost) for a minimum of thirty (30) days after the postmarked date of the final analytical results report. Samples are subject to chain of custody procedures until final disposal.

BSK's hours of operation are Monday-Friday from 8:00am to 5:00pm. However, staff are available for weekend services should those be necessary. **Same day courier and analysis are always available if needed.**

# ITEM 8.o.

## BSK Preparation and Submittal of Reports

Reports will be prepared and delivered to the City electronically via email within fourteen (14) days after sample receipt at the lab. All analytical results for the previous calendar month will be completed by, and submitted to the City by the 5<sup>th</sup> of the following month for samples that will be reported to SWRCB. All other analytical results that do not require SWRCB reporting will be due by the 10<sup>th</sup>. BSK will notify the personnel indicated in the proposal agreement any time a complete report is not issued within fourteen (14) calendar days. BSK will not release data which does not meet minimum QA/QC criteria and is, therefore, not legally defensible. A written statement describing the quality issues will accompany the delivery of delayed reports. All reports will be delivered to City designated personnel (list will be provided by City upon contract approval). BSK will comply with all applicable SWRCB requirements and time limits for reporting analytical results for completed analyses. Reports will show each constituent analyzed and the corresponding detection limit for reporting or a minimum reporting level.

As requested in the RFP, analysis reports will include the following information:

- i. Sample identification and sample type
- ii. Sample preservation and container type
- iii. Analysis methodology used
- iv. Analysis results and corresponding method detection limits or PQLs
- v. Name of individual(s) collecting or submitting the sample
- vi. Date and time of sample collection
- vii. Laboratory performing the analysis of each parameter

All subcontracted work will be provided to the City in four weeks. All internal analyses will be performed in two weeks.



**A7G1056**  
7/24/2017  
Invoice: A717929



**A7G1056**  
Water Quality - Quarterly

### Case Narrative

Gina Cloutier  
BSK Associates - RAL  
350 E. Commercial Road, Ste. 110  
San Bernardino, CA 92408

#### RE: Report for A7G1056 Water Quality - Quarterly

Dear Gina Cloutier,  
Thank you for using BSK Associates for your analytical testing needs. In the following pages, you will find the test results for the samples submitted to our laboratory on 7/12/2017. The results have been approved for release by our Laboratory Director as indicated by the authorizing signature below.

The samples were analyzed for the test(s) indicated on the Chain of Custody (see attached) and the results relate only to the samples analyzed. BSK certifies that the testing was performed in accordance with the quality system requirements specified in the 2009 TNI Standard. Any deviations from this standard or from the method requirements for each test procedure performed will be annotated alongside the analytical result or noted in the Case Narrative. Unless otherwise noted, the sample results are reported on an "as received" basis.

If additional clarification of any information is required, please contact your Project Manager, Heather S. White, at 559-497-2888.

Thanks again for using BSK Associates. We value your business and appreciate your loyalty.

Sincerely,

Heather S. White, Project Manager

Project and Report Details	Invoice Details
<b>Client:</b> BSK Associates - RAL <b>Report To:</b> Gina Cloutier <b>Project #:</b> RTG0030 <b>Received:</b> 7/12/2017 - 11:55 <b>Report Due:</b> 7/24/2017	<b>Invoice To:</b> BSK Associates - RAL <b>Invoice Attn:</b> Gina Cloutier <b>Project PO#:</b>

#### Sample Receipt Conditions

Cooler: Default Cooler  
Temperature on Receipt °C: 5.4  
Containers Intact  
COC/Labels Agree  
Preservation Confirmed  
Received On Blue Ice  
Packing Material - Bubble Wrap  
Sample(s) were received in temperature range.  
Initial receipt at BSK-RAL

#### Data Qualifiers

##### The following qualifiers have been applied to one or more analytical results:

B2.0 Analyte present in the method blank above the method detection limit (MDL). Laboratory does not determine batch acceptance on detections below the reporting limit (RL).  
 MS1.0 Matrix spike recoveries exceed control limits.  
 MS2.1 MS/MSD RPD exceeds control limit. Reportable results in parent sample may have some degree of variability, higher than that inherent in the method.

#### Report Distribution

Recipient(s)	Report Format	CC:
Gina Cloutier	FINAL_RPT	
Cyndi Moore	FINAL_RPT	
Michael Ng	FINAL_RPT	
Joe Boatwright	FINAL_RPT	



Accredited in Accordance with NELAP  
ORELAP #4021



GREAT SERVICE, SIMPLIFIED



## Pricing for Both Standard and Expedited Analytical Processing, Sampling Results, TAT

Prices are inclusive of labor, materials, equipment and containers required for sample delivery to the laboratory, analysis, report preparation and electronic transfer of data. All prices are applicable through the end of the 2019/2020 fiscal year.

### A complete schedule of fees for all analytical testing services offered by BSK is included in the attachments (see Attachment 9).

The cost for parameters not included in Appendices A-C will be billed at BSK's list price, less ten percent (10%). The City may request expedited service. In that case, the following premium values will apply (and are dependent on lab availability):

- Same Day – 300%, 1 Day TAT – 200%, 2 Day TAT – 100%, 3 Day TAT – 50%, 5 Day TAT – 25%
- 7 Day TAT – 10%, 10 Day – Standard

The costs for Composite Sampling, Grab Sampling and Sewer Flow Monitoring Services are as follows:

- Composite Sampling – \$75.00 per hour (4 hour minimum – per site)
- Grab Sampling - \$75.00 per hour (3 hour minimum – per site)
- Sewer Flow Monitoring Services – Site Specific (Price TBD)

BSK Pricing for Appendices A- C is provided below and on pages 18 and 19 of this document.

Appendix A - Table 1 Drinking Water Monitoring Type/Location/Frequency									
Pricing Provided by BSK Associates Laboratories									
Monitoring Type	Monitoring Location	Monitoring Frequency	Annual Total # of Samples		Unit Cost	Total Cost			
Well Monitoring Bacti	Wells	6	Monthly	12	72	\$ 12.00	\$ 864.00		
General Mineral	Wells	6	Monthly	12	72	\$ 150.00	\$ 10,800.00		
General Physical	Wells	6	Monthly	12	72	\$ 15.00	\$ 1,080.00		
Perchlorate	Wells	6	Monthly	12	72	\$ 35.00	\$ 2,520.00		
VOCs	Wells	6	Every 3 Yrs	1	6	\$ 135.00	\$ 810.00	2019/2022	
Inorganics	Wells	6	Every 3 Yrs	1	6	\$ 180.00	\$ 1,080.00	2019/2022	
SOCs	Wells	6	Every 3 Yrs	1	6	\$ 1,278.00	\$ 7,668.00	2019/2022	
Radiological (Gross Alpha)	Wells	6	Quarterly	4	24	\$ 35.00	\$ 840.00	2022	
Nitrate	Wells	6	Annually	1	6	\$ 8.00	\$ 48.00		
Nitrite	Wells	6	Every 3 Yrs	1	6	\$ 8.00	\$ 48.00	2019/2022	
Pesticides/Herbicides	Wells	6	Every 3 Yrs	1	6	\$ 75.00	\$ 450.00	2019/2022	
Bacteriological (P/A)/HPC	Monitoring Sites	12	Weekly	52	624	\$ 15.00	\$ 9,360.00		
Color, Odor, Turbidity	Monitoring Sites	6	Monthly	12	72	\$ 15.00	\$ 1,080.00		
Stage I - HAA5s	Monitoring Site	1	Quarterly	4	4	\$ 80.00	\$ 320.00		
Stage I - Trihalomethanes	Monitoring Site	1	Quarterly	4	4	\$ 50.00	\$ 200.00		
IDSE-THMs, HAA5s	Monitoring Site	1	Quarterly	4	4	\$ 130.00	\$ 520.00		
Lead & Copper	Homes	30	Every 3 Yrs	1	30	\$ 16.00	\$ 480.00	2020/2023	
UCMR4 List AM1 & AM2	Sites	2	Done			\$ 820.00	\$ -		
<b>Total</b>							<b>\$ 38,168.00</b>		

# ITEM 8.o.

Appendix B -Table 2 CSD Water Reclamation Facility Monitoring Type/Location/Frequency						
Pricing Provided by BSK Associates Laboratories						
					Annual	
Monitoring Type		Monitoring Location	Monitoring Frequency	Total	Unit Cost	Total Cost
BOD		Influent Monitoring	Weekly/Composite	52	\$ 30.00	\$ 1,560.00
TSS		Influent Monitoring	Weekly/Composite(in house)	52	\$ 13.00	
Flow Readings		Effluent Monitoring	Daily(in house)	365	\$ -	\$ -
Settleable Matter		Effluent Monitoring	Twice-Weekly	104	\$ 13.00	\$ 1,352.00
Suspended Solids		Effluent Monitoring	Twice-Weekly	104	\$ 13.00	\$ 1,352.00
BOD		Effluent Monitoring	Weekly	52	\$ 33.00	\$ 1,716.00
pH		Effluent Monitoring	Daily(in house)	365	\$ 8.00	
Fecal Coliform/E. Coli		Total Comb. Flow bef. Discharge	Twice-Weekly-5x/month	120	\$ 83.00	\$ 9,960.00
Chlorine Residual		Total Comb. Flow bef. Discharge	Daily(in house)	365	\$ -	\$ -
Temperature		Total Comb. Flow bef. Discharge	Daily(in house)	365	\$ -	\$ -
Nitrate as Nitrogen (N)		Total Comb. Flow bef. Discharge	1x/Month	12	\$ 8.00	\$ 96.00
Nitrites as N		Total Comb. Flow bef. Discharge	1x/Month	12	\$ 8.00	\$ 96.00
Ammonia Nitrogen as N		Total Comb. Flow bef. Discharge	1x/Month	12	\$ 15.00	\$ 180.00
Total Nitrogen as N		Total Comb. Flow bef. Discharge	1x/Month	12	\$ 25.00	\$ 300.00
Total Phosphate as Phosphorus		Total Comb. Flow bef. Discharge	1x/Month	12	\$ 25.00	\$ 300.00
Ortho-Phosphate as P		Total Comb. Flow bef. Discharge	1x/Month	12	\$ 15.00	\$ 180.00
Total Dissolved Solids		Total Comb. Flow bef. Discharge	1x/Month	12	\$ 13.00	\$ 156.00
Acute Bioassay		Total Comb. Flow bef. Discharge	2x/Year	2	\$ 200.00	\$ 400.00
Chronic Bioassay		Total Comb. Flow bef. Discharge	2x/Year	2	\$ 750.00	\$ 1,500.00
Sulfates		Total Comb. Flow bef. Discharge	Quarterly	4	\$ 8.00	\$ 32.00
Chloride		Total Comb. Flow bef. Discharge	Quarterly	4	\$ 8.00	\$ 32.00
Hardness		Total Comb. Flow bef. Discharge	Quarterly	4	\$ 16.00	\$ 64.00
Oil & Grease		Total Comb. Flow bef. Discharge	1x/Month	12	\$ 50.00	\$ 600.00
EPA 624/625		Total Comb. Flow bef. Discharge	Annually	1	\$ 275.00	\$ 275.00
pH		Receiving Water Monitoring	1x/Month	12	\$ 8.00	\$ 96.00
Temperature		Receiving Water Monitoring	1x/Month	12	\$ -	\$ -
Dissolved Oxygen		Receiving Water Monitoring	1x/Month	12	\$ 15.00	\$ 180.00
Hardness		Receiving Water Monitoring	1x/Month	12	\$ 16.00	\$ 192.00
Total Dissolved Solids		Receiving Water Monitoring	1x/Month	12	\$ 13.00	\$ 156.00
Nitrates as N		Receiving Water Monitoring	1x/Month	12	\$ 8.00	\$ 96.00
Ammonia Nitrogen as N		Receiving Water Monitoring	1x/Month	12	\$ 15.00	\$ 180.00
Total Nitrogen as N		Receiving Water Monitoring	1x/Month	12	\$ 25.00	\$ 300.00
Total Phosphate as P		Receiving Water Monitoring	1x/Month	12	\$ 25.00	\$ 300.00
Priority Pollutants (Inorganics)		Receiving Water Monitoring	1x/Year	1	\$ 285.00	\$ 285.00
Priority Pollutants (Remaining)		Receiving Water Monitoring	1x/Year	1	\$ 400.00	\$ 400.00
Arsenic		Sludge Monitoring 001	As Needed		\$ 20.00	
Cadmium		Sludge Monitoring 001	As Needed		\$ 20.00	
Copper		Sludge Monitoring 001	As Needed		\$ 20.00	
Lead		Sludge Monitoring 001	As Needed		\$ 20.00	
Mercury		Sludge Monitoring 001	As Needed		\$ 40.00	
Molybdenum		Sludge Monitoring 001	As Needed		\$ 20.00	
Nickel		Sludge Monitoring 001	As Needed		\$ 20.00	
Selenium		Sludge Monitoring 001	As Needed		\$ 20.00	
Zinc		Sludge Monitoring 001	As Needed		\$ 20.00	
Kjeldahl Nitrogen (as N)		Sludge Monitoring 001	As Needed		\$ 35.00	
Ammonia (as N)		Sludge Monitoring 001	As Needed		\$ 30.00	
Nitrate (as N)		Sludge Monitoring 001	As Needed		\$ 10.00	
Phosphorus, Total		Sludge Monitoring 001	As Needed		\$ 30.00	
Potassium, Total		Sludge Monitoring 001	As Needed		\$ 20.00	
Total Solids		Sludge Monitoring 001	As Needed		\$ 20.00	
Fecal Coliform		Sludge Monitoring 001	As Needed		\$ 50.00	
Total Petroleum Hydrocarbons		Sludge Monitoring 001	As Needed		\$ 50.00	
Bis(2-ethylhexyl)Phthalate		Sludge Monitoring 001	As Needed		\$ 75.00	
Total						\$ 22,336.00

<b>Appendix C -Table 3 Pretreatment and Source Control Monitoring Constituents/Sample Types</b>						
<b>Pricing Provided by BSK Associates Laboratories</b>						
<b>Constituent</b>		<b>Frequency</b>			<b>Sample Type</b>	<b>Unit Cost</b>
Arsenic		varies			Composite	\$ 8.00
Barium		varies			Composite	\$ 8.00
Boron		varies			Composite	\$ 8.00
COD		varies			Composite	\$ 25.00
Cadmium		varies			Composite	\$ 8.00
Chloride		varies			Composite	\$ 8.00
Chromium		varies			Composite	\$ 8.00
Cobalt		varies			Composite	\$ 8.00
Copper		varies			Composite	\$ 8.00
Cyanide		varies			Grab	\$ 25.00
Flow		varies			As Required	TBD
Fluoride		varies			Composite	\$ 8.00
Hardness (total)		varies			Composite	\$ 16.00
Lead		varies			Composite	\$ 8.00
Manganese		varies			Composite	\$ 8.00
MBAS		varies			Composite	\$ 25.00
Mercury		varies			Composite	\$ 15.00
Nickel		varies			Composite	\$ 8.00
Oil & Grease		varies			Grab	\$ 50.00
pH		varies			Grab	\$ 8.00
Phenolic Compounds		varies			Composite	\$ 50.00
Selenium		varies			Composite	\$ 8.00
Silver		varies			Composite	\$ 8.00
Sodium		varies			Composite	\$ 8.00
Sulfate		varies			Composite	\$ 8.00
Sulfides (total)		varies			Grab	\$ 50.00
TDS		varies			Composite	\$ 13.00
Temperature		varies			Grab	\$ -
TTOs (624 & 625)		varies			Grab	\$ 275.00
Zinc		varies			Composite	\$ 8.00

# ITEM 8.o.

## EXHIBIT "C"

### COMPENSATION

**he total annual compensation shall not exceed One Hundred Twenty Thousand dollars (\$120,000) each contract year 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.



# Schedule of Fees

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## Analytical Chemistry



An Employee-Owned Company • Analytical Testing • Construction Observation • Ecological Services • Engineering  
Geology • Environmental Engineering • Geotechnical Engineering • Materials Testing • Water Resources

# ITEM 8.o.

## TABLE OF CONTENTS

<b>TABLE OF CONTENTS</b> .....	<b>2</b>
<b>I. ABOUT BSK ASSOCIATES</b> .....	<b>1</b>
LABORATORY SERVICES .....	1
<b>II. INORGANIC TEST METHODS</b> .....	<b>2</b>
GENERAL CHEMISTRY .....	2
ANIONS BY ION CHROMATOGRAPHY .....	4
<b>III. METALS TEST METHODS</b> .....	<b>5</b>
METALS BY INDUCTIVELY COUPLED PLASMA (ICP) .....	5
METALS BY INDUCTIVELY COUPLED PLASMA – MASS SPEC. (ICP MS).....	6
METALS BY ATOMIC ABSORPTION/FLUORESCENCE .....	7
CHROMIUM SPECIATION .....	7
<b>IV. ORGANIC TEST METHODS</b> .....	<b>8</b>
ORGANICS BY GAS CHROMATOGRAPHY .....	8
ORGANICS BY LIQUID CHROMATOGRAPHY (HPLC-UV,FLD,MS/MS) .....	8
ORGANICS BY GAS CHROMATOGRAPHY – MASS SPECTROSCOPY (GC-MS) .....	9
HYDROCARBONS, FUELS AND OXYGENATES.....	10
<b>V. MICROBIOLOGY TEST METHODS</b> .....	<b>11</b>
COLIFORMS.....	11
MISCELLANEOUS MICROBIOLOGY .....	11
<b>VI. SPECIALTY TEST METHODS</b> .....	<b>12</b>
BIOASSAY .....	12
BIOMASS FUELS .....	12
RADIOCHEMISTRY.....	12
MISCELLANEOUS TESTING .....	13
<b>VII. SAMPLE PREPARATIONS</b> .....	<b>13</b>
SAMPLE PREPARATIONS .....	13
<b>VIII. FIELD TESTING SERVICES</b> .....	<b>13</b>
SAMPLE PREPARATIONS .....	13
<b>IX. ANALYTICAL TEST PACKAGES</b> .....	<b>14</b>
GENERAL PACKAGES .....	14
BOTTLED WATER PACKAGES.....	14
MICROBIOLOGY PACKAGES.....	14
DRINKING WATER PACKAGES .....	15
HAZARDOUS WASTE PACKAGES.....	15
WASTEWATER PACKAGES.....	15
<b>X. ADDITIONAL SERVICES</b> .....	<b>16</b>
ELECTRONIC DELIVERABLES / DATA SERVICES .....	16
NON-ANALYTICAL AND SAMPLE HANDLING SERVICES .....	16
PERSONNEL RATES.....	16
EXPEDITED TURNAROUND (TAT) SCHEDULE.....	16

<b>XI. DEFINITIONS .....</b>	<b>17</b>
ANALYTE LIST DEFINITIONS .....	17
ABBREVIATIONS / ACRONYMS .....	18
<b>XII. BSK OFFICE LOCATIONS .....</b>	<b>19</b>
LABORATORY LOCATIONS .....	19
ENGINEERING OFFICES .....	20
<b>XIII. STANDARD TERMS AND CONDITIONS.....</b>	<b>21</b>

# ITEM 8.o.

## I. ABOUT BSK ASSOCIATES

Founded in 1966, BSK Associates (BSK) is an employee-owned, professional consulting firm that offers:

- Analytical chemistry and microbiology;
- Civil and geotechnical engineering;
- Environmental assessment and remediation;
- Ecological consultation and habitat restoration;
- Construction material testing and observation;
- Seismic hazards and engineering-geology; and,
- Hydrogeology and water quality consulting.

From its beginnings in Fresno, California, BSK has grown into a multi-office firm with professionals holding applicable licenses, registrations, and certifications in environmental, civil and geotechnical engineering; microbiology, chemistry, biology, geology, construction inspection, and computer science. Our strategy is to maintain long-term, mutually beneficial client relationships, to anticipate client needs, and provide cost-effective, innovative, and timely consulting services. During the past decade, BSK has successfully transitioned ownership from the original three partners (**B**raun, **S**kaggs, and **K**evorkian) to a 100-percent, employee owned company. We are proud of our firm's history, and look forward to creating value for our clients, value for our employees, and providing profitable growth for our owners.

### Laboratory Services

In 1967, BSK opened an analytical laboratory to support the ongoing needs of the Engineering division. The laboratory was founded in downtown Fresno, California where it still exists today. Since then, the laboratory has grown significantly and currently occupies four buildings in the same location encompassing 18,000 square feet. Additionally, BSK has satellite laboratory locations in Rancho Cordova (Sacramento) and San Bernardino, California as well as Vancouver, Washington.

BSK has grown organically into a full-service environmental laboratory, serving primarily the potable and non-potable water quality and environmental remediation markets. BSK is led by a seasoned management staff, many of which have been with the company in excess of 10 years and have decades of experience in the industry. The laboratory provides analytical chemistry and microbiology testing services utilizing the latest equipment and techniques. These capabilities coupled with an industry leading Laboratory Information Management System (LIMS) allow BSK to provide a combination of customer, testing and electronic data services that make it one of the most respected analytical testing laboratories in the State of California.



## II. INORGANIC TEST METHODS

General Chemistry	Method	Price
Alkalinity (CaCO <sub>3</sub> ) by Titration	SM 2320 B	\$35.00
Alkalinity (CaCO <sub>3</sub> , HCO <sub>3</sub> /CO <sub>3</sub> /OH <sup>-</sup> ) by Titration	SM 2320 B	\$35.00
Alkalinity (HCO <sub>3</sub> ) by Titration	SM 2320 B	\$35.00
Ammonia by Colorimetry	SM 4500-NH3 G (20th)	\$45.00
Ammonium (NH <sub>4</sub> , pH/NH <sub>3</sub> /Unionized NH <sub>3</sub> )	SM 8000	\$60.00
Ash, Percent	ASTM E 1534-93	\$55.00
Bicarbonate (CaCO <sub>3</sub> ) by Titration	SM 2320 B	\$35.00
Bicarbonate (HCO <sub>3</sub> ) by Titration	SM 2320 B	\$35.00
Biochemical Oxygen Demand (BOD)	SM 5210 B	\$45.00
Biochemical Oxygen Demand (BOD, Dissolved)	SM 5210 B (0.45um Filtration)	\$50.00
Biochemical Oxygen Demand (cBOD, Carbonaceous)	SM 5210 B	\$50.00
Carbon Dioxide (CO <sub>2</sub> , ALK/PH) by Calculation	SM 4500-CO2 D	\$40.00
Carbonate (CaCO <sub>3</sub> ) by Titration	SM 2320 B	\$35.00
Carbonate (CO <sub>3</sub> ) by Titration	SM 2320 B	\$35.00
Chemical Oxygen Demand (COD)	SM 5220 D	\$45.00
Chemical Oxygen Demand (COD, Soluble)	SM 5220 D	\$50.00
Chloramines by Titration	SM 4500-Cl F	\$30.00
Chlorine by Titration	SM 4500-Cl F	\$30.00
Chlorine Dioxide by Titration	SM 4500-ClO2 D	Quote
Chlorine, Residual by Titration	SM 4500-Cl B	\$20.00
Color by Nessler Tube	SM 2120 B	\$25.00
Cyanide by Colorimetry	EPA 9012A, SM 4500-CN E	\$40.00
Cyanide, Reactive	SW-846 Chap. 7	\$100.00
Cyanide, Weak Acid Dissociable (WAD)	SM 4500-CN I	\$45.00
Dissolved Oxygen (DO) by Winkler Titration	SM 4500-O C	\$40.00
Electrical Conductivity (EC)	SM 2510 B	\$15.00
Electrical Conductivity (EC) / Cal Trans Prep	SM 2510 B	\$25.00
Electrical Conductivity (EC) / Sat. Paste Prep	SM 2510 B	\$35.00
Electrical Conductivity (EC, Dissolved)	SM 2510 B	\$20.00
Flashpoint by Pensky-Martens Closed Cup	EPA 1010	\$75.00
Fluoride by Ion Selective Electrode	SM 4500-F C	\$30.00
Hardness (CaCO <sub>3</sub> )	EPA 200.7 / Calculation	\$40.00
Hardness (CaCO <sub>3</sub> , Dissolved)	EPA 200.7 / Calculation	\$45.00
Hardness (CaCO <sub>3</sub> , Solid)	EPA 200.7 / Calculation	\$50.00
Hardness, Calcium (CaCO <sub>3</sub> )	EPA 200.7 / Calculation	\$40.00
Hydrogen Sulfide by Calculation	SM 4500-S F	\$55.00
Hydroxide (CaCO <sub>3</sub> ) by Titration	SM 2320 B	\$35.00
Hydroxide (OH <sup>-</sup> ) by Titration	SM 2320 B	\$35.00
Ignitability	EPA 1030	\$75.00
Iodide		\$100.00
Iodine Number by Titration	ASTM D4607-94	\$45.00

# ITEM 8.o.

General Chemistry	Method	Price
Langlier Index (LI, PH/EC/ALK/TDS/CA/MG) by Calc.	SM 2330 B	\$115.00
Loss on Ignition (LOI)	ASTM C571	\$40.00
Moisture, Percent	SM 2540 G / ASTM E 871-82	\$30.00
Nitrite by Colorimetry	SM 4500-NO2 B	\$25.00
Nitrogen (N, NO <sub>3</sub> +NO <sub>2</sub> ), Total Oxidizable by Colorimetry	SM 4500-NO3 F	\$25.00
Nitrogen (N, NO <sub>3</sub> +NO <sub>2</sub> ), Total Oxidizable (Dissolved)	SM 4500-NO3 F	\$30.00
Nitrogen (NO3), Total Oxidizable by Colorimetry	SM 4500-NO3 F	\$35.00
Nitrogen , Total Keldahl (TKN)	EPA 351.2	\$45.00
Nitrogen , Total Keldahl (TKN, Dissolved)	EPA 351.2	\$50.00
Nitrogen, Total (TN, NO <sub>2</sub> /NO <sub>3</sub> /TKN)	Calculation	\$65.00
Nitrogen, Total Inorganic (NH <sub>3</sub> / NO <sub>2</sub> /NO <sub>3</sub> )	Calculation	\$65.00
Nitrogen, Total Organic (TON, NH <sub>3</sub> /TKN)	Calculation	\$80.00
Odor	SM 2150 B	\$40.00
Organic Carbon, Total (TOC)	SM 5310 C	\$50.00
Organic Carbon, Total (TOC, Dissolved)	SM 5310 C (0.45um Filtration)	\$55.00
Organic Matter by Walkley-Black	Walkley-Black	\$75.00
Orthophosphate (o-PO <sub>4</sub> , Low Level) by Colorimetry	SM 4500-P E	\$35.00
Orthophosphate (P, Low Level) by Colorimetry	SM 4500-P E	\$35.00
Percent Sodium	EPA 200.7 (Calculation)	\$25.00
pH	SM 4500-H+ B (Liquid)	\$15.00
	EPA 9040B (Liq), 9045C (Solid)	\$25.00
pH (Cal Trans Prep)	EPA 9040B / California Test 643	\$25.00
pH (Dissolved)	SM 4500-H+ B (0.45um Filtration)	\$20.00
Phenolics		\$75.00
Phenolics (Low Level)		\$150.00
Phosphorous (P) by Colorimetry	EPA 365.4	\$45.00
Phosphorous (P, Dissolved) by Colorimetry	EPA 365.4 (0.45um Filtration)	\$50.00
Redox Potential		\$75.00
Salinity (EC,TEMP) by Conductivity	SM 2510B / Calculation	\$30.00
Saturation Percentage, Soil	SM 2540 G / ASTM E 871-82	\$30.00
Settable Solids/Matter (SM)	SM 2540 F	\$20.00
Sodium Abs. Ratio, Adjusted (Adj. SAR, CA/MG/NA/PH/ALK)	Calculation	\$75.00
Sodium Abs. Ratio (SAR, CA/MG/NA) by Calc.	Calculation	\$60.00
Sodium, Percent (NA/CA/MG/K) by Calculation	EPA 200.7/6010/Calculation	\$50.00
Solids, Percent	SM 2540 G / ASTM E 871-82	\$30.00
Solids, Percent Volatile	SM 2540 G / ASTM E 871-82	\$55.00
Solids, Total (TS)	SM 2540B	\$20.00
Solids, Total Dissolved (TDS)	SM 2540C	\$20.00
Solids, Total Dissolved (TDS, 0.45um Filtration)	SM 2540C	\$30.00
Solids, Total Dissolved (TDS, Low Level)	SM 2540C	\$20.00
Solids, Total Fixed (TFS)	SM 2540E	\$25.00
Solids, Total Fixed (TFS/TS)	SM 2540E	\$35.00
Solids, Total Fixed Dissolved (TFDS)	SM 2540E	\$25.00
Solids, Total Fixed Dissolved (TFDS, 0.45um Filtration)	SM 2540E	\$45.00

General Chemistry	Method	Price
Solids, Total Fixed Dissolved (TFDS/TDS)	SM 2540E	\$35.00
Solids, Total Fixed Suspended (TFSS)	SM 2540E	\$25.00
Solids, Total Fixed Suspended (TFSS, TSS)	SM 2540E	\$35.00
Solids, Total Suspended (TSS)	SM 2540D	\$20.00
Solids, Total Volatile (TVS)	SM 2540E	\$35.00
Solids, Total Volatile (TVS,TS)	SM 2540E	\$35.00
Solids, Total Volatile Dissolved (TVDS)	SM 2540E	\$25.00
Solids, Total Volatile Dissolved (TVDS, 0.45um Filtration)	SM 2540E	\$45.00
Solids, Total Volatile Dissolved (TVDS,TDS)	SM 2540E	\$35.00
Solids, Total Volatile Suspended (TVSS)	SM 2540E	\$25.00
Solids, Total Volatile Suspended (TVSS,TSS)	SM 2540E	\$40.00
Sulfide (Dissolved) by Titration	SM 4500 S <sup>2</sup> E (18 <sup>th</sup> ), EPA 9034	\$55.00
Sulfide (Total) by Titration	SM 4500 S <sup>2</sup> E (18 <sup>th</sup> ), EPA 9034	\$50.00
Sulfide, Reactive	SW-846 Chap. 7	\$90.00
Sulfite		\$100.00
Surfactants (MBAS)	SM 5540 C	\$50.00
Tannins and Lignins		\$100.00
Temperature	SM 2550 B	\$15.00
Turbidity	SM 2130 B	\$20.00

Anions by Ion Chromatography	Method	Price
Bromate by Ion Chromatography	EPA 317.0	\$65.00
Bromide by Ion Chromatography	EPA 300.1	\$35.00
Chlorate by Ion Chromatography	EPA 300.1	\$35.00
Chloride by Ion Chromatography	EPA 300.0	\$20.00
Chloride by Ion Chromatography / Cal Trans Prep	EPA 300.0 (CA Test 422 Extraction)	\$30.00
Chlorite by Ion Chromatography	EPA 300.1	\$35.00
Flouride by Ion Chromatography	EPA 300.0	\$20.00
Nitrate (N, NO3) by Ion Chromatography	EPA 300.0	\$20.00
Nitrite (N, NO2) by Ion Chromatography	EPA 300.0	\$20.00
Nitrogen (N), Total Oxidizable by Calculation	EPA 300.0	\$40.00
Orthophosphate (P, o-PO4) by Ion Chromatography	EPA 300.0	\$20.00
Perchlorate by Ion Chromatography (CLO4/EC)	EPA 314.0	\$65.00
Sulfate by Ion Chromatography	EPA 300.0	\$20.00
Sulfate by Ion Chromatography (Cal Trans Prep)	EPA 300.0 (CA Test 422 Extraction)	\$30.00

# ITEM 8.o.

## III. METALS TEST METHODS

Aluminum (Al)	Cobalt (Co)	Silica (Si)
Antimony (Sb)	Copper (Cu)	Silver (Ag)
Arsenic (As)	Iron (Fe)	Sodium (Na)
Barium (Ba)	Lead (Pb)	Strontium (Sr)
Beryllium (Be)	Magnesium (Mg)	Thallium (Tl)
Boron (B)	Manganese (Mn)	Tin (Sn)
Cadmium (Cd)	Mercury (Hg)	Uranium (U)
Calcium (Ca)	Molybdenum (Mo)	Vanadium (V)
Chromium (Cr)	Nickel (Ni)	Zinc (Zn)
Chromium, Hex. (Cr <sup>+6</sup> )	Potassium (K)	
Chromium, Tri. (Cr <sup>+3</sup> )	Selenium (Se)	

<b>Metals by Inductively Coupled Plasma (ICP)</b>	<b>Method</b>	<b>Price / Metal <sup>(1)</sup></b>
Total Metals		
<b>Ag, Al, B, Ba, Ca, Cd, Cr, Co, Cu, Fe, K, Mg, Mn, Mo, Na, Ni, Pb, Si, Sn, V, Zn</b>	EPA 200.7 (200.2 Liquid Digestion)	\$20.00
	EPA 6010B (3010 Liquid Digestion)	\$20.00
	EPA 6010B (3050 Solid Digestion)	\$25.00
Dissolved Metals		
<b>Ag, Al, B, Ba, Ca, Cd, Cr, Co, Cu, Fe, K, Mg, Mn, Mo, Na, Ni, Pb, Si, Sn, V, Zn</b>	EPA 200.7 (0.45um Filtration)	\$20.00 <sup>(2)</sup>
DISTLC Metals		
<b>Ag, Al, B, Ba, Ca, Cd, Cr, Co, Cu, Fe, K, Mg, Mn, Mo, Na, Ni, Pb, Si, Sn, V, Zn</b>	EPA 6010B (CA DI WET Extraction)	\$20.00 <sup>(2)</sup>
STLC Metals		
<b>Ag, Al, B, Ba, Ca, Cd, Cr, Co, Cu, Fe, K, Mg, Mn, Mo, Ni, Pb, Sn, V, Zn</b>	EPA 6010B (CA WET Extraction)	\$25.00 <sup>(2)</sup>
TCLP Metals		
<b>Ag, Al, B, Ba, Ca, Cd, Cr, Co, Cu, Fe, K, Mg, Mn, Mo, Ni, Pb, Sn, V, Zn</b>	EPA 6010B (EPA 1311 Extraction)	\$25.00 <sup>(2)</sup>

(1) Unit prices are for individual metals. Specialty metals available for \$100 / metal. Discounts are available for multiple metals on a single sample. Please contact our Client Services Department for a quotation.

(2) Prices quoted do not include filtration or leachate extractions. See Sample Preparation Fees.

(3) Requires special low level digestion at additional cost. See Sample Preparation Fees.

<b>Metals by Inductively Coupled Plasma – Mass Spec. (ICP MS)</b>	<b>Method</b>	<b>Price / Metal <sup>(1)</sup></b>
Total Metals		
<b>Ag, Al, As, Ba, Be, Cd, Cr, Co, Cu, Fe, Hg, Mo, Ni, Pb, Se, Sb, Sr, Tl, V, Zn</b>	EPA 200.8 (200.2 Liquid Digestion)	\$20.00
	EPA 6020 (3010 Liquid Digestion)	\$20.00
	EPA 6020 (3050 Solid Digestion)	\$25.00
<b>Uranium (U)</b>		
	EPA 200.8 (200.2 Liquid Digestion)	\$55.00
	EPA 6020 (3010 Liquid Digestion)	\$55.00
	EPA 6020 (3050 Solid Digestion)	\$65.00
<b>Mercury (Hg), Bomb Calorimetry</b>		
	EPA 6020 / ASTM D3684-01	\$150.00
Total, Trace Metals (Low Level by Dynamic Reaction Cell [DRC])		
<b>Ag, Al, As, Ba, Be, Cd, Cr, Co, Cu, Fe, Mn, Ni, Pb, Sb, Se, Tl, V, Zn</b>	EPA 200.8 (200.2 Liquid Digestion)	\$50.00 <sup>(3)</sup>
Dissolved Metals		
<b>Ag, Al, As, Ba, Be, Cd, Cr, Co, Cu, Fe, Hg, Mo, Ni, Pb, Se, Sb, Sr, Tl, V, Zn</b>	EPA 200.8 (0.45um Filtration)	\$20.00 <sup>(2)</sup>
<b>Uranium (U)</b>	EPA 200.8 (0.45um Filtration)	\$55.00 <sup>(2)</sup>
DISTLC Metals		
<b>Ag, Al, As, Ba, Be, Cd, Cr, Co, Cu, Hg, Mo, Ni, Pb, Se, Sb, Sr, Tl, V, Zn</b>	EPA 6020 (CA DI WET Extraction)	\$20.00 <sup>(2)</sup>
STLC Metals		
<b>Ag, As, Ba, Be, Cd, Cr, Co, Cu, Hg, Mo, Ni, Pb, Se, Sb, Tl, V, Zn</b>	EPA 6020 (CA WET Extraction)	\$25.00 <sup>(2)</sup>
TCLP Metals		
<b>Ag, As, Ba, Be, Cd, Cr, Co, Cu, Hg, Mo, Ni, Pb, Se, Sb, Tl, V, Zn</b>	EPA 6020B ( EPA 1311 Extraction)	\$25.00 <sup>(2)</sup>

*(1) Unit prices are for individual metals. Specialty metals available for \$100 / metal. Discounts are available for multiple metals on a single sample. Please contact our Client Services Department for a quotation.*

*(2) Prices quoted do not include filtration or leachate extractions. See Sample Preparation Fees.*

*(3) Not suitable for Drinking Water compliance. Only applicable to wastewater and solid waste matrices.*

# ITEM 8.o.

<b>Metals by Atomic Absorption/Fluorescence</b>	<b>Method</b>	<b>Price / Metal <sup>(1)</sup></b>
Total Metals		
<b>Selenium (Se), Hydride Generation</b>	SM 3114 B	\$50.00
Dissolved Metals		
<b>Selenium (Se), Hydride Generation</b>	SM 3114 B (0.45um Filtration)	\$50.00 <sup>(2)</sup>
Total, Low Level Metals		
<b>Mercury (Hg)</b>	EPA 1631	\$125.00

<b>Chromium Speciation</b>	<b>Method</b>	<b>Price / Metal <sup>(1)</sup></b>
<b>Hexavalent Chromium by Ion Chromatography</b>	EPA 218.6, 7199	\$95.00
	EPA 7199 (CA DI WET Extraction)	\$95.00 <sup>(2)</sup>
	EPA 7199 (3060A Solid Digestion)	\$125.00
<b>Trivalent Chromium by Calculation (Total Cr, Cr<sup>+6</sup>, Cr<sup>+3</sup>)</b>	EPA 200.8, 218.6 / 7199 (Liquid)	\$125.00
	EPA 6020, 218.6 / 7199 (Solid)	\$155.00

*(1) Unit prices are for individual metals. Specialty metals available for \$100 / metal. Discounts are available for multiple metals on a single sample. Please contact our Client Services Department for a quotation.*

*(2) Prices quoted do not include filtration or leachate extractions. See Sample Preparation Fees.*

#### IV. ORGANIC TEST METHODS

Organics by Gas Chromatography	Method	Price
Alachlor, Atrazine, Simazine by GC-ECD	EPA 505	\$125.00
Chlordane by GC-ECD	EPA 608, 8081	\$125.00
Chlorinated Acid Herbicides by GC-ECD	EPA 515.3	\$150.00
Chlorinated Acid Herbicides (CalTox) by GC-ECD	EPA 515.3	\$150.00
Chlorinated Phenoxy Acid Herbicides by GC-ECD	EPA 8151	\$185.00
Chloropicrin by GC-ECD	EPA 551	\$200.00
DBCP by GC-ECD	EPA 504.1	\$70.00
EDB and DBCP by GC-ECD	EPA 504.1	\$75.00
EDB and DBCP (CalTox) by GC-ECD	EPA 504.1	\$75.00
Haloacetic Acids by GC-ECD	EPA 552.2, 552.3	\$200.00
Organochlorine Pesticides, PCBs (Appendix IX List) by GC-ECD	EPA 8081/8082	\$200.00
Organochlorine Pesticides, PCBs by GC-ECD	EPA 608, 8081/8082	\$175.00
Organochlorine Pesticides by GC-ECD	EPA 608, 8081	\$150.00
Organochlorine Pesticides, PCBs (CalTox) by GC-ECD	EPA 608	\$185.00
Organohalide Pesticides, PCBs by GC-ECD	EPA 505	\$150.00
Organohalide Pesticides, PCBs (CalTox) by GC-ECD	EPA 505	\$150.00
Organophosphorous Pesticides by GC-NPD <sup>(1)</sup>	EPA 614, 8141	Quote
Polychlorinated Biphenyls (PCBs) by GC-ECD	EPA 8082 (Oil)	\$85.00
	EPA 608, 8082	\$150.00
Toxaphene by GC-ECD	EPA 608, 8081	\$125.00

Organics by Liquid Chromatography (HPLC-UV,FLD,MS/MS)	Method	Price
Acetanilide Pesticide Degradates by HPLC-MS/MS	EPA 535	\$375.00
Carbamate Pesticides by HPLC	EPA 531.1	\$125.00
Carbamate Pesticides (Low Level) by HPLC-MS/MS	EPA 8321	\$275.00
Carbamate and Urea Pesticides by HPLC-UV or MS/MS	EPA 632	\$175.00
	EPA 8321	\$300.00
Diquat by HPLC	EPA 549.2	\$160.00
Diquat (CalTox) by HPLC	EPA 549.2	\$160.00
Diuron by HPLC	EPA 632	\$175.00
Diuron, Oryzalin by HPLC	EPA 632	\$175.00
Glyphosate by HPLC	EPA 547	\$150.00
Glyphosate (CalTox) by HPLC	EPA 547	\$150.00
Paraquat by HPLC	EPA 549.2	\$160.00
	Subcontract (Solid)	Quote

(1) See Organics by GC-MS for alternative pesticide test method options

# ITEM 8.o.

Organics by Gas Chromatography – Mass Spectroscopy (GC-MS)	Method	Price
<i>Semi-Volatile Methods</i>		
1,4-Dioxane by GC-MS	EPA 8270	\$250.00
Acetanilide Pesticides by GC-MS	EPA 525.2	\$175.00
Alachlor, Atrazine, Simazine by GC-MS	EPA 525.2	\$150.00
Diazinon, Chlorpyrifos (CA 303d, TMDL Level) by GC-MS	EPA 625, 8270	\$250.00
Dioxin, 2,3,7,8-TCDD	EPA 1613	Quote
Dioxins by High Resolution GC-MS	EPA 1613, 8290	Quote
Dioxins and Furans by High Resolution GC-MS	EPA 8290	Quote
Endothall by GC-MS	EPA 548.1	\$200.00
Explosives by GC-MS	EPA 529	\$250.00
Nitrosamines by GC-MS CI	EPA 521	\$300.00
n-Nitrosodimethylamine by GC-MS CI	EPA 521	\$225.00
Organonitrogen/Phosphorous Pesticides by GC-MS	EPA 525.2, 8270	\$175.00
Organophosphorous Pesticides (614, 8141 List) by GC-MS	EPA 8270	\$175.00
Pesticides, Flame Retardants by GC-MS	EPA 527	\$250.00
Pyrethroids by GC-MS	EPA 8270	\$300.00
Semi-Volatile Organics (App IX list) by GC-MS	EPA 8270	\$350.00
Semi-Volatile Organics (PAHs, 8100 List) by GC-MS	EPA 8270	\$175.00
Semi-Volatile Organics (PAHs, 8100 List, Low Level) by GC-MS SIM	EPA 8270	\$225.00
Semi-Volatile Organics (Standard List) by GC-MS	EPA 525.2	\$175.00
	EPA 625, 8270	\$275.00
Semi-Volatile Organics (Standard List, Chlorpyrifos) by GC-MS	EPA 525.2	\$175.00
Triazine Pesticides (619 List) by GC-MS	EPA 8270	\$225.00
Tentatively Identified Compounds (SVOA GC-MS)	EPA 525.2/625/8270	\$100.00
<i>Volatile Methods</i>		
1,2,3-Trichloropropane (CA Notification Level) by GC-MS SIM	CA DHS	\$150.00
1,2,3-Trichloropropane (CA PHG Level) by GC-MS SIM	CA DHS	\$200.00
2-Chloroethylvinylether	EPA 624, 8260	\$90.00
Acrolein, Acrylonitrile	EPA 624, 8260	\$90.00
Methyl-t-Butyl Ether (MTBE) by GC-MS	EPA 524.2, 624, 8260	\$60.00
Perchloroethene, Trichloroethene by GC-MS	EPA 524.2, 624, 8260	\$75.00
Trihalomethanes by GC-MS	EPA 524.2, 624, 8260	\$85.00
Volatile Organics (App IX List) by GC-MS	EPA 8260	\$225.00
Volatile Organics (CalTox) by GC-MS	EPA 624	\$225.00
Volatile Organics (Landfill List) by GC-MS	EPA 8260	\$225.00
Volatile Organics (Oxygenates) by GC-MS	EPA 524.2, 624, 8260	\$125.00
Volatile Organics (Oxygenates, Ethanol) by GC-MS	EPA 524.2, 624, 8260	\$175.00
Volatile Organics (Oxygenates, Lead [Pb] Scavengers) by GC-MS	EPA 524.2, 624, 8260	\$150.00
Volatile Organics (SDWA Regulated List) by GC-MS	EPA 524.2	\$150.00
Volatile Organics (Halogenated/Aromatic List) by GC-MS	EPA 524.2, 624, 8260	\$150.00
Volatile Organics (Standard List) by GC-MS	EPA 524.2	\$150.00
	EPA 624, 8260	\$175.00
Tentatively Identified Compounds (VOA GC-MS)	EPA 524.2/624/8260	\$100.00



Hydrocarbons, Fuels and Oxygenates	Method	Price
<i>Volatile Fuel Constituents by Gas Chromatography</i>		
<b>BTEX, MTBE (Air)</b>		Quote
<b>BTEX, MTBE, TPH-Gasoline (Air)</b>		Quote
<i>Volatile Fuel Constituents / Ranges by Gas Chromatography – Mass Spectroscopy</i>		
<b>BTEX by GC-MS</b>	EPA 624, 8260	\$60.00
<b>MTBE by GC-MS</b>	EPA 624, 8260	\$60.00
<b>BTEX, MTBE by GC-MS</b>	EPA 624, 8260	\$75.00
<b>BTEX, Oxygenates (Full List) by GC-MS</b>	EPA 624, 8260	\$125.00
<b>BTEX, TPH-Gasoline by GC-MS</b>	EPA 8260/LUFT GC-MS	\$75.00
<b>BTEX, MTBE, TPH-Gasoline by GC-MS</b>	EPA 8260/ LUFT GC-MS	\$85.00
<b>Ethanol by GC-MS</b>	EPA 8260	Quote
<b>Oxygenates by GC-MS</b>	EPA 8260	\$125.00
<b>Oxygenates, Lead Scavengers (EDB, EDC) by GC-MS</b>	EPA 8260	\$150.00
<b>TPH-Gasoline by GC-MS</b>	LUFT GC-MS	\$70.00
<b>Volatile Fuel Constituents (BTEX, Oxy., EDB, EDC, Napthalene) by GC-MS</b>	EPA 8260	\$150.00
<i>Semi-Volatile Hydrocarbon Ranges by Gas Chromatography<sup>(1)</sup></i>		
<b>TPH-Diesel by GC-FID</b>	EPA 8015B	\$70.00
<b>TPH-Diesel (SGT) by GC-FID</b>	EPA 8015B	\$80.00
<b>TPH-Jet Fuel by GC-FID</b>	EPA 8015B	\$100.00
<b>TPH-Kerosene by GC-FID</b>	EPA 8015B	\$100.00
<b>TPH-Motor Oil by GC-FID</b>	EPA 8015B	\$75.00
<b>TPH-Motor Oil (SGT) by GC-FID</b>	EPA 8015B	\$85.00
<b>TPH-Diesel, Motor Oil by GC-FID</b>	EPA 8015B	\$85.00
<b>TPH-Diesel, Motor Oil (SGT) by GC-FID</b>	EPA 8015B	\$95.00
<i>Oil and Grease / Petroleum Hydrocarbons</i>		
<b>Hydrocarbons, Total Oil and Grease by IR</b>	SM 5520C	\$85.00
<b>Hydrocarbons, Total Oil and Grease by HEM</b>	EPA 1664A	\$70.00
<b>Hydrocarbons, Total Oil and Grease by Soxhlet</b>	SM 5520D	\$85.00
<b>Hydrocarbons, Total Petroleum (TPH) by IR</b>	SM 5520F	\$95.00
<b>Hydrocarbons, Total Petroleum (TPH) by SGT-HEM</b>	EPA 1664A	\$75.00
<b>Hydrocarbons, Oil and Grease / Petroleum by IR</b>	SM 5520C/F	\$100.00
<b>Hydrocarbons, Oil and Grease / Petroleum by SGT-HEM</b>	EPA 1664A	\$80.00

(1) Additional hydrocarbon ranges available at \$100 / ea. Please contact our Client Services Department for a quotation.

# ITEM 8.o.

## V. MICROBIOLOGY TEST METHODS

Coliforms	Method	Price
Coliforms by Presence / Absence	SM 9223	\$30.00
<b>Coliform, Total and E.Coli by Colilert-18</b>		
Coliforms (MPN, Most Probable Number)		
<b>Coliforms (Total and E.Coli) by 1x10 Colilert-18 Dilution</b>	SM 9223	\$35.00
<i>Coliforms (Total, Fecal, E.Coli) by Multi Tube Fermentation (MTF)</i>	SM 9221B, E, F	
<b>1x10 Dilution – Single Parameter</b>		\$30.00
<b>3x5 Dilution – Single Parameter</b>		\$40.00
<b>Additional Species</b>		\$10.00
<b>Additional Dilutions</b>		\$5.00
<i>Coliforms by Quanti-Tray</i>	SM 9223	
<b>Coliform, Total by Quanti-Tray</b>		\$30.00
<b>Coliform, Total and E.Coli by Quanti-Tray</b>		\$50.00
<i>Fecal Streptococcus by Multi Tube Fermentation (MTF)</i>	SM 9230B	
<b>Fecal Streptococcus by 1x10 MTF</b>		\$100.00
<b>Fecal Streptococcus by 3x5 MTF</b>		\$150.00
<b>Additional Dilutions</b>		\$10.00

Miscellaneous Microbiology	Method	Price
<b>Cryptosporidium, Giardia</b>	EPA 1623	Quote
<b>E.Coli O157:H7 by PCR</b>	PCR	Quote
<b>E.Coli, LT2 Surface Water by Quanti-Tray</b>		\$75.00
<b>Fecal Coliform Dry Wt Class A / Class B</b>	SM 9221E	\$85.00
<b>Heterotrophic Plate Count</b>	SM 9215B	\$40.00
<b>Heterotrophic Plate Count by SimPlate</b>	SM 9215B	\$35.00
<b>Heterotrophic Plate Count (Title 21 Bottled Water)</b>	SM 9215B	\$40.00
<b>Inhibitory Residue Analysis</b>		\$750.00
<b>Listeria Monocytogenes</b>	PCR	Quote
<b>Salmonella</b>	PCR	Quote
<b>Salmonella (Biosolids)</b>	SM 9220D	Quote

## VI. SPECIALTY TEST METHODS

Bioassay	Method	Price
Acute Toxicity		Quote
Bioassay		Quote
Bioassay, Chronic 3 Species (Single or Multi-Dilution)		Quote
Bioassay, Title 22 Hazardous Waste		Quote

Biomass Fuels	Method	Price
BTU Content by Bomb Calorimetry	ASTM D5865-07a / EPA 300.0	\$125.00
Chlorine by Bomb Calorimetry / Ion Chromatography	ASTM D5865-07a / EPA 300.0	\$125.00
Nitrogen by Bomb Calorimetry / Ion Chromatography	ASTM D5865-07a / EPA 300.0	\$125.00
Sulfur by Bomb Calorimetry / Ion Chromatography	ASTM D5865-07a / EPA 300.0	\$125.00
Sulfur by Bomb Calorimetry (Low Level) / Ion Chromatography	ASTM D5865-07a / EPA 300.0	\$125.00
Percent Moisture / Solids	ASTM E 871-82	\$40.00
Percent Ash	ASTM E 1534-93	\$65.00
pH (Wood Ash)	EPA 9040B / 9045C (@25°C)	\$30.00
<i>Biomass Fuel Testing Packages</i>		
BTU Moist, Mineral Free (MMF) Content (BTU, % Ash, %S)		\$140.00

Radiochemistry	Method	Price
Alpha Emitters (Ra223, 224, 226)		\$175.00
Gross Alpha by Co-precipitation	EPA 00-02	\$60.00
Gross Alpha, Beta		\$100.00
Gross Beta		\$50.00
Radium 226		\$125.00
Radium 228		\$175.00
Radon		\$75.00
Uranium, Radioactive		\$75.00
Uranium, Radiological by ICP-MS/Calculation	EPA 200.8 (0.45um Filtration)	\$55.00

# ITEM 8.o.

Miscellaneous Testing	Method	Price
Abrasion		\$120.00
Arsenic Speciation		Quote
Asbestos, Bulk		\$25.00
Asbestos, Drinking Water	EPA 100.2	\$200.00
Asbestos, Wastewater	EPA 100.1	\$350.00
Dust, Percent	SM 2540 G / ASTM E 871-82	\$25.00
Formaldehyde		Quote
Mercury, Methyl		\$195.00
Methane, Ethane, Ethene	RSK-175	Quote
Methylisothiocyanate		Quote
Nonylphenol		Quote
Norflurazon		Quote
Proximate Analysis		\$85.00
Sieve Analysis		\$200.00
Tributyl Tin		Quote
Ultimate Analysis		\$140.00
UV Abs. (SUVA, Specific) Analysis Package (UV254/PH/DOC)	SM 5910B, SM 5310C	\$100.00
UV Absorbing Organics (UV254/PH)	SM 5910B	\$60.00

## VII. SAMPLE PREPARATIONS

Sample Preparations	Method	Price
Sample Composite		\$10.00
Sample Homogenization		\$10.00
Sample Filtration, Metals Analysis		\$10.00
Sample Preparation and Hold		50% Unit Price
STLC Extraction	CA WET	\$85.00
DISTLC Extraction	CA WET (De-Ionized Water)	\$60.00
TCLP Extraction	EPA 1311	\$85.00
	EPA 1311 (ZHE)	Quote
Turbidity Screen, Metals Analysis	SM 2130B	\$5.00

## VIII. FIELD TESTING SERVICES

Sample Preparations	Method	Price
Dissolved Oxygen	SM 4500-O G	\$25.00
Electrical Conductivity (EC)	SM 2510 B	\$25.00
pH	SM 4500-H+ B (Liquid)	\$25.00

## IX. ANALYTICAL TEST PACKAGES

<b>General Packages</b>	<b>Price</b>
Ag Suitability Analysis Package	\$125.00
Anions, Standard List (Cl, F, NO <sub>2</sub> , NO <sub>3</sub> , SO <sub>4</sub> ) by Ion Chromatography	\$75.00
Aggressive Index (AI: PH/ALK/CA/MG) by Calculation	\$65.00
Carbon Black Analysis Package	\$550.00
Escrow Water Potability Package	\$125.00
General Mineral (GM) Analysis Package (excl. Perchlorate)	\$150.00
General Mineral (GM) Analysis Package (Solid)	\$160.00
General Physical (GP) Package	\$40.00
Hydrogen Sulfide (HS: S <sub>2</sub> /PH/EC) by Calculation	\$55.00
Inorganic Chemicals (IO) Analysis Package (excl. Asbestos)	\$180.00
Inorganic Chemicals (IO) Analysis Package (excl. CN, Asbestos)	\$150.00
Mass Balance Analysis Package	\$85.00
Solids, Inorganic Dissolved (TDS, TFDS, TVDS)	\$40.00
Standard Minerals (SM)	\$175.00
Storm Water Analysis Package (PH/EC/TSS/TOC)	\$80.00
Storm Water Analysis Package (PH/EC/TSS/1664)	\$110.00
Storm Water Analysis Package (PH/EC/TSS/1664/TOC)	\$150.00

<b>Bottled Water Packages</b>	<b>Price</b>
Title 21 (FDA Bottled Water) Dioxin, Phenolics, Radiochemistry	\$800.00
Title 21 (FDA Bottled Water) Inorganics	\$475.00
Title 21 (FDA Bottled Water) Inorganics (excl. DBPs)	\$325.00
Title 21 (FDA Bottled Water) Organics	\$1,500.00

<b>Microbiology Packages</b>	<b>Price</b>
Fecal Class A Analysis Package (Fecal-A, Solids)	\$70.00
Fecal Class B Analysis Package (Fecal-B, Solids)	\$70.00
Inhibitory Residue Analysis	\$500.00
Water Quality Ratio	\$750.00
Water Suitability (Microbiology Laboratory Water Quality)	\$800.00

# ITEM 8.o.

Drinking Water Packages	Price
<i>Federal Drinking Water Programs</i>	
Disinfection Byproducts (THMs, HAAs, Oxyhalides)	\$375.00
Lead, Copper Rule Analysis Package	\$35.00
<i>California Drinking Water Programs</i>	
Title 22 (CA SDWA) GM/IO/GP (excl. Asbestos)	\$325.00
Title 22 (CA SDWA) GM/IO/GP (excl. CN, Asbestos)	\$300.00
Title 22 (CA SDWA) GM/IO/GP (excl. MBAS, Asbestos)	\$300.00
Title 22 (CA SDWA) GM/IO/GP (excl. MBAS, CN, Asbestos)	\$275.00
Title 22 (CA SDWA) Metals	\$215.00
Title 22 (CA SDWA) Organics (excl. Dioxin)	\$1,475.00
Title 22 (CA SDWA) Primary Inorganic Contaminants	\$475.00
Title 22 (CA SDWA) Primary Organic Contaminants	\$2000.00
Title 22 (CA SDWA) Secondary Table A Contaminants	\$335.00
Title 22 (CA SDWA) Secondary Table B Contaminants	\$130.00

Hazardous Waste Packages	Price
Metals (Dissolved, CAM 17 List) by ICP-MS	\$190.00 <sup>(1)</sup>
Metals (DI-STLC, CAM 17 List) by ICP-MS	\$190.00 <sup>(1)</sup>
Metals (STLC, CAM 17 List) by ICP-MS	\$190.00 <sup>(1)</sup>
Metals (STLC, Toxic/RCRA 8 List) by ICP-MS	\$125.00 <sup>(1)</sup>
Metals (TCLP, CAM 17 List) by ICP-MS	\$190.00 <sup>(1)</sup>
Metals (TCLP, Toxic/RCRA 8 List) by ICP-MS	\$125.00 <sup>(1)</sup>
Metals (Total, CAM 17 List) by ICP-MS	EPA 3010 Liquid Digestion \$190.00 EPA 3050 Solid Digestion \$200.00
Metals (Total, Toxic/RCRA 8 List) by ICP-MS	EPA 3010 Liquid Digestion \$110.00 EPA 3050 Solid Digestion \$125.00
RCRA Waste Characterization (Reactivity, Corrosivity, Ignitability, Toxicity)	Quote
<i>(1) Prices quoted do not include filtration or leachate extractions. See Sample Preparation Fees.</i>	

Wastewater Packages	Price
Priority Pollutant Conventionals (40 CFR 122 List: CN, Phenolics)	\$100.00
Priority Pollutant Metals (Total, 40 CFR 122 List)	\$145.00
Priority Pollutant Metals (Total, CalTox List)	\$175.00
Priority Pollutant Organics (40 CFR 122 List: Pesticides/VOCs/SVOCs)	\$575.00
Priority Pollutant Organics (CalTox List, excl. 2,3,7,8-TCDD by 1613)	\$625.00
Routine Effluent Package (BOD, TSS, pH, EC, Oil & Grease)	\$125.00
40 CFR 122 Table 1A Effluent Package (BOD, TSS, pH, Fecal Coliform)	\$85.00
40 CFR 122 Table 1 Effluent Package (NH3, Res. Cl2, DO, N, TKN, Oil & Grease, P, TDS)	\$275.00

## X. ADDITIONAL SERVICES

Electronic Deliverables / Data Services	<b>Price</b>
GC Chromatogram	\$20.00
Standard EDD	No Charge
Standard EDD (requiring Valid Value List)	5% of Invoice Total
Geotracker EDD	15% of Invoice Total
SWAMP EDD	15% of Invoice Total
Custom EDD Development	\$150.00 / Hour
Custom Report Format Development	\$75.00 / Hour

Non-Analytical and Sample Handling Services	<b>Price</b>
Formal Internal Chain of Custody	10% of Invoice Total
Sample Archival (Past Standard Retention Policy)	\$10.00 per month
Sample Collection / Transport - Hourly Rate	\$60.00 / Hour + \$0.85 / Mile
Sample Collection / Transport – Flat Rate [Region 1, 25 Mile Radius]	\$75.00
Sample Collection / Transport – Flat Rate [Region 2, 50 Mile Radius]	\$100.00
Sample Collection / Transport – Flat Rate [Region 3, 100 Mile Radius]	\$175.00
Sample Disposal (Standard Waste Streams)	3% of Invoice Total
Sample Disposal (Lab Pack / Ext. Hazardous)	15% plus Disposal Cost
Sample Return to Client	\$5.00
Site Specific QC (DUP/MS/MSD)	Unit Rate per QC Sample
Trip Blank (Volatiles, if analyzed)	Unit Rate

Personnel Rates	<b>Price</b>
Administrative / Secretarial	\$50 / Hour
Laboratory Technician	\$75 / Hour
Laboratory Chemist	\$100 / Hour
Laboratory Department / QA Manager	\$150 / Hour
Information Technologist / Technical Director	\$200 / Hour
Laboratory Director	\$200 / Hour
Deposition / Expert Witness / Court Testimony	Hourly Rate (4 Hour Minimum)

Expedited Turnaround (TAT) Schedule	<b>Price</b>
Same Day	300%
1 Day	200%
2 Day	100%
3 Day	50%
5 Day	25%
7 Day	10%
10 Day	Standard

# ITEM 8.o.

## XI. DEFINITIONS

### Analyte List Definitions

Ag Suitability:	Alkalinity, B, Ca, Cl <sup>-</sup> , EC, Mg, NO <sub>3</sub> , pH, Na, %Na, K, SO <sub>4</sub>
BTEX:	Benzene, Toluene, Ethyl Benzene, Xylenes (o-Xylene, m,p-Xylene)
CAM 17 Metals:	Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn
Carbon Black:	% Ash, % Dust, % Moisture, Abrasion, Iodine Number, Particle Size
Disinfection Byproducts:	Trihalomethanes (EPA 524.2), Haloacetic Acids (EPA 552.2), Oxyhalides (EPA 300.1, EPA 317)
Escrow Water Potability:	Coliform (P/A), Nitrate (NO <sub>3</sub> ), EPA 504.1
Fecal Class A/B:	Fecal Coliform, Percent Solids
General Mineral (GM):	Alkalinity, HCO <sub>3</sub> , Ca, CO <sub>3</sub> , Cl <sup>-</sup> , EC, Cu, Hardness, OH <sup>-</sup> , Fe, Mg, Mn, Ag, pH, K, Na, SO <sub>4</sub> , MBAS, TDS, Zn
General Physical (GP):	Color, Odor, Turbidity
Inorganic Chemicals (IO):	Al, Sb, As, Ba, Be, Cd, Cr, CN, F, Pb, Hg, Ni, NO <sub>3</sub> , NO <sub>2</sub> , Se, Tl
Mass Balance:	Alkalinity, Ca, Cl, F, K, Mg, Na, NO <sub>3</sub> , SO <sub>4</sub>
Oxygenates:	tert-Butyl Alcohol (TBA), Methyl-tert-butyl Ether (MTBE), Diisopropyl Ether (DIPE), Ethyl-tert-butyl Ether (ETBE), tert-Amyl Methyl Ether (TAME)
Primary Inorganics:	Al, Sb, As, Ba, Be, Cd, Cr, CN, F, Hg, Ni, NO <sub>3</sub> , NO <sub>2</sub> , Se, Tl, Asbestos, Perchlorate
Primary Organics:	EPA 504.1, 505, 515.3, 524.2, 525.2, 531.1, 547, 548.1, 549.2, 1613
Priority Pollutant Metals:	Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Zn, [Cr+6, CalTox Only]
Priority Pollutant Organics:	EPA 608, 624, 625, [1613, CalTox Only]
RCRA Waste:	EPA 1010A/1030, 6010/6020, 7470/7471, 8081, 8082, 8141, 8151, 8260, 8270, 9030, SW846 Chap 7 (CN <sup>-</sup> , S <sup>2-</sup> ), 1311 Extraction
Secondary Table A:	Ag, Al, Cu, Fe, Mn, Zn, Color, Odor, Turbidity, MTBE (524.2), Thiobencarb (525.2)
Secondary Table B:	Ca, Mg, Na, Cl <sup>-</sup> , SO <sub>4</sub> , pH, EC, Alkalinity (CO <sub>3</sub> , HCO <sub>3</sub> , OH <sup>-</sup> ), Hardness,
Standard Minerals (SM):	Alkalinity, NH <sub>3</sub> , B, EC, Ca, Cl <sup>-</sup> , Hardness, Fe, Mg, NO <sub>3</sub> , pH, K PO <sub>4</sub> , Si, Na, SO <sub>4</sub> , TDS
Title 21 Inorganics:	Alkalinity, Al, Sb, As, Ba, Be, BrO <sub>3</sub> , Cd, Ca, Cl, Cl <sub>2</sub> , ClO <sub>2</sub> , ClO <sub>2</sub> <sup>-</sup> , Cr, Color, Cu, CN, EC, F, Fe, Langelier Index, Pb, Mg, Mn, MBAS, Hg, Ni, NO <sub>3</sub> , NO <sub>2</sub> , Odor, pH, K, Se, Ag, Na, SO <sub>4</sub> , TDS, Tl, Turbidity, U, Zn
Title 21 Organics:	EPA 504.1, 505, 515.3, 524.2, 525, 531.1, 547, 548.1, 549.2, 552.2
Title 21 Radiochemistry:	Gross Alpha, Gross Beta, Radium 226, Radium 228, Uranium
Title 22 GM/IO/GP:	Alkalinity, HCO <sub>3</sub> , Ca, CO <sub>3</sub> , Cl <sup>-</sup> , EC, Cu, Hardness, OH <sup>-</sup> , Fe, Mg, Mn, Ag, pH, K, Na, SO <sub>4</sub> , MBAS, TDS, Zn, Al, Sb, As, Ba, Be, Cd, Cr, CN, F, Pb, Hg, Ni, NO <sub>3</sub> , NO <sub>2</sub> , Se, Tl, Color, Odor, Turbidity
Title 22 Metals:	Al, Ag, As, Ba, Be, Ca, Cd, Cr, Cu, Fe, Hg, K, Mg, Mn, Na, Ni, Pb, Sb, Se, Tl, Zn
Title 22 Organics:	EPA 504.1, 505, 515.3, 524.2, 525.2, 531.1, 547, 548.1, 549.2
Toxic / RCRA 8 Metals:	As, Ba, Cd, Cr, Pb, Hg, Se, Ag
Water Suitability:	Water Quality Ratio, Cd, Cl <sub>2</sub> , Cr, Cu, EC, HPC, NH <sub>3</sub> , Ni, Pb, pH, TKN, TOC, Zn



## Abbreviations / Acronyms

CalTox:	California Toxics Rule
CAM:	California Assessment Manual
PRG:	Preliminary Remediation Goal
RCRA:	Resource Conservation and Recovery Act
STLC:	Soluble Threshold Limit Concentration
TCLP:	Toxicity Characteristic Leaching Procedure
WET:	Waste Extraction Test
WHO:	World Health Organization

# ITEM 8.o.

## XII. BSK OFFICE LOCATIONS

### Laboratory Locations

#### **Fresno, CA Laboratory**

1414 Stanislaus Street  
Fresno, CA 93706  
(559) 497-2888 [main]  
(559) 485-6935 [fax]  
(800) 877-8310 [toll free]

#### **Sacramento, CA Laboratory**

3140 Gold Camp Drive #160  
Rancho Cordova, CA 95670  
(916) 853-9293 [main]  
(916) 853-9297 [fax]

#### **San Bernardino, CA Laboratory**

350 E. Commercial Rd, #110  
San Bernardino, CA 92408  
(909) 796-2059 [main]  
(909) 796-2174 [fax]

#### **Vancouver, WA Laboratory**

2517 East Evergreen Blvd  
Vancouver, WA 98661  
(360) 750-0055 [main]  
(360) 750-0057 [fax]

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### Sample Drop Off Locations

#### **Battle Ground, WA Laboratory Drop-Off**

*Co-located at Ace Hardware*  
720 W. Main St., #112  
Battle Ground, WA 98604

#### **Beaverton, OR Laboratory Drop-Off**

11080 SW Allen Blvd, #110  
Beaverton, OR 97005

#### **Longview, WA Laboratory Drop-Off**

*Co-located at Ace Hardware*  
600 Triangle Mall  
Longview, WA 98632

#### **Visalia, CA Laboratory Drop-Off**

*Co-located at Barnes Welding Supply*  
2239 E. Main Street  
Visalia, CA 93292

#### **Woodland, WA Laboratory Drop-Off**

*Co-located at Hi-School Pharmacy*  
1365 Lewis River Rd  
Woodland, WA 98674

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## Engineering Offices

### **Bakersfield Engineering**

700 22nd Street  
Bakersfield, CA 93301  
(661) 327-0671 [main]  
(661) 324-4218 [fax]  
(800) 366-0671 [toll free]

### **Fresno Engineering**

550 W. Locust Avenue  
Fresno, CA 93650  
(559) 497-2880 [main]  
(559) 497-2886 [fax]  
(800) 669-3201 [toll free]

### **Fresno Construction Services**

1415 Tuolumne Street  
Fresno, CA 93706  
(559) 497-2868 [main]  
(559) 485-6140 [fax]

### **Livermore Engineering**

324 Earhart Way  
Livermore, CA 94551  
(925) 315-3151 [main]  
(925) 315-3152 [fax]  
(800) 938-3784 [toll free]

### **Sacramento Engineering**

3140 Gold Camp Drive #160  
Rancho Cordova, CA 95670  
(916) 853-9293 [main]  
(916) 853-9297 [fax]  
(800) 366-1871 [toll free]

# ITEM 8.o.

## XIV. STANDARD TERMS AND CONDITIONS

### 1) PRICES AND TAXES

- a. Prices are exclusive of federal, state, and local taxes, fees or charges now in force or enacted in the future.

### 2) SHIPMENT

- a. BSK Associates (LABORATORY) will deliver completed reports by one of more of the following means: U.S. First Class mail, standard ground service carrier (i.e. UPS Ground, FedEx Ground, etc.), electronic mail (via Adobe PDF®), or post to the LABORATORY data portal. Shipping charges, where applicable, will be included with all sample prices. LABORATORY will expedite mailing of hardcopy deliverables at CLIENT's request and at CLIENT's expense.

### 3) TERMS OF PAYMENT

- a. Terms are net thirty (30) days. Amounts past due will be subject to a monthly charge at the rate of one and one half percent (1.5%) per month to cover the costs of servicing these accounts.
- b. Orders from customers with invoices that are sixty (60) days or more overdue (i.e., not paid within 60 days of invoice date) will be accepted only on a C.O.D., cash or credit card with order basis until credit can be re-established to LABORATORY's satisfaction. LABORATORY reserves the right to withhold reports, if currently under progress, if a CLIENT fails to pay on any invoice beyond 60 days. Unpaid invoices more than ninety (90) days overdue may be subject to collections at the sole discretion of the LABORATORY.

### 4) DELIVERY OF SERVICES

- a. Completion of any services purchased is subject to LABORATORY availability schedule. LABORATORY shall make every reasonable effort to meet any completion date(s) quoted or acknowledged. However, LABORATORY will not in any way be liable for damages caused by its failure to meet such date(s)
- b. Standard turnaround (TAT) for laboratory services is 10 business days. All TAT schedules may not be available for all test methods. Please contact the laboratory if you have specific turnaround requirements. Results are considered due out of the lab by closed of business on that day. Unless arranged otherwise with the laboratory, samples for 2 or less day turnaround must be received by noon for the lab to include the day received in determination of the due date.
- c. LABORATORY will use, where applicable, standard testing procedures that conform to published analytical methodologies. LABORATORY reserves the right to make changes or alter these methodologies if necessary due to composition or nature of the sample or based upon the reasonable judgment of the LABORATORY. Such deviations will be made on the basis consistent with either industry standards or according to the LABORATORY's Standard Operating Procedures.
- d. Verbal and/or preliminary results may be given in advance to the final written report of results. Such verbal or preliminary results are tentative results only and are subject to change or confirmation based upon LABORATORY quality assurance review procedures. LABORATORY shall not be liable in any way for damages incurred by CLIENT as a result of CLIENT's reliance on such verbal or preliminary results.
- e. LABORATORY reserves the right to subcontract services ordered by the CLIENT if it is in the CLIENT's best interest to do so in a manner consistent with our Subcontract Policy (see below). LABORATORY shall not be liable in any way for subcontracted services except as stated in section 4a, above, and 5a, following, unless other arrangements have been made in writing with LABORATORY prior to sample delivery.
- f. All results provided by LABORATORY are strictly for the use of the CLIENT and LABORATORY is in no way responsible for use of such results by the CLIENT or third parties. All results should be considered in their entirety and LABORATORY is not responsible for the detachment, separation or other use of any portion of the results. Unless otherwise agreed in writing, all documents and information prepared by LABORATORY or obtained by LABORATORY from any third party in connection with the performance of the Services are the property of LABORATORY
- g. The CLIENT represents and warrants that any sample delivered to LABORATORY will be preceded by or accompanied by complete written disclosure of the existence of any Title 22 CAC listed hazardous substances known or suspected by the CLIENT. The CLIENT further warrants that any sample known to contain any hazardous substance(s) that is to be delivered to LABORATORY will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.
- h. LABORATORY will retain pertinent records relating to the services performed for a period consistent with the Laboratory's record retention policy. During this period the records will be made available to CLIENT for listed archive retrieval fees at reasonable times.
- i. LABORATORY liability is specifically limited as stated in Section 5. LABORATORY shall not be responsible nor liable in any way for the following:
  - i. The method or methods by which samples are collected or obtained, transported, labeled or delivered by CLIENT or CLIENT's agents.
  - ii. The evaluation, reporting, or use by CLIENT or any third party, or the interpretation of any data, reports or findings given by LABORATORY to CLIENT.
  - iii. The retention, return and/or preservation or disposal of any sample after the analysis is completed.

## 5) ALLOCATION OF RISK

- a. *Limitation of Liability.* The total cumulative liability of LABORATORY, its subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "LABORATORY Entities") to CLIENT arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by LABORATORY under this Agreement or \$50,000, whichever is less; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in LABORATORY's Services, whether alleged to arise in tort, contract, warranty, or other legal theory, including any claim based on the indemnification clauses below.
- b. Indemnification
  - i. *Indemnification of CLIENT.* Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this Agreement, LABORATORY agrees to indemnify and hold harmless CLIENT, its shareholders, officers, directors, employees, from and against any and all claims, suits, liabilities, damages, expenses (including reimbursement of reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by LABORATORY's negligent performance of its Services under this Agreement. LABORATORY's defense obligation under this indemnity paragraph includes only the reimbursement of reasonable defense costs to the extent of LABORATORY's actual indemnity obligation hereunder.
  - ii. *Indemnification of LABORATORY.* CLIENT will indemnify and hold harmless LABORATORY Entities from and against any and all Losses to the extent caused by the negligence of CLIENT, its employees, agents and contractors. In addition, except to the extent caused by LABORATORY's sole negligence, CLIENT expressly agrees to defend, indemnify and hold harmless LABORATORY Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
- c. *Consequential Damages.* Neither CLIENT nor LABORATORY will be liable to the other for any special, consequential, incidental or penal losses or damages, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital of the other party or its customers.
- d. *Continuing Agreement.* The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If LABORATORY provides Services to CLIENT that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

## 6) EXPERT WITNESS

- a. In the event that LABORATORY personnel are required by any party to serve as expert witness with respect to any analytical work performed, the contracting party will reimburse LABORATORY for all costs associated with such testimony, including but not limited to the time involved in preparing for and in actually testifying; and the cost of any materials including photocopies, magnetic tapes, floppy diskettes, optical media, etc.

## 7) BANKRUPTCY

- a. If CLIENT becomes bankrupt or insolvent, or commences ending of its business, LABORATORY will be entitled by notice in writing to cancel this contract without judicial intervention or declaration of default of CLIENT.

## 8) ENTIRE AGREEMENT

- a. The terms and conditions set forth herein constitute the entire agreement between LABORATORY and CLIENT.
- b. This contract may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part of the contract.
- c. CLIENT hereby acknowledges that he has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representation specifically set forth herein.

## 9) WAIVER

- a. The failure by LABORATORY to enforce at any time any of the provisions of this contract, to exercise any election or option provided herein, or to require at any time the performance by CLIENT of any of the revisions herein will not in any way be construed as a waiver of such provisions.

## 10) ERRORS

- a. Stenographic and clerical errors in sales made under this contract are subject to correction.

## 11) APPLICABLE LAW, JURISDICTION AND VENUE

- a. This contract will be governed by the laws of the State of California. The California state courts of Fresno County, California (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of California) will have exclusive jurisdiction and venue over any dispute arising out of this agreement and sale, and CLIENT hereby consents to the jurisdiction of such courts.

## 12) ATTORNEYS' FEES

- a. It is agreed that the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection with the enforcement or interpretation of this agreement should be filed, and a judgment be made.

# ITEM 8.o.

## 13) CONFIDENTIALITY POLICY

- a. It is the policy of BSK Associates to only convey analytical results to those individuals whose name or company name appear on the Chain of Custody or a preauthorized established agent. Exceptions are persons listed as “copy to”, persons whom verbal permission from the CLIENT is obtained, regulatory agents who have specific information such as date sampled or submission number, and drinking water results reported to the Department of Health Services as required by law. BSK Associates will not be liable for misrepresentation or intentional fraud by individuals requesting results.

## 14) SUBCONTRACT POLICY

- a. BSK Associates shall analyze all samples, as requested by the CLIENT, in accordance with the Chain of Custody record. Subcontracting of samples may occur under any of the following circumstances; the analysis is not performed routinely by BSK Associates and is a well-known subcontracted test, instrument breakdown or analyst is not available, lack of instrument time, hold time or CLIENT requested turnaround time cannot be met, and method demands such as analytes or detection limits cannot be achieved. Only labs with the proper certifications will be used. BSK Associates will make a concerted effort to notify the CLIENT in writing, when samples will be subcontracted other than routinely subcontracted analysis. Results shall be reported on the subcontract laboratory’s own letterhead or the subcontract lab will be identified except when state forms are required.

## 15) ACCEPTANCE OF TERMS AND CONDITIONS

- a. Submission of samples for analysis under Chain of Custody with authorizing signature shall be considered the acknowledgement and acceptance of these Terms and Conditions on the part of the CLIENT.

ITEM 8.p.







## STAFF REPORT 6/26/2019

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

**FROM:** Cástulo R. Estrada, Utilities Manager

**SUBJECT:** Authorize the City Manager to Execute a Professional Services Agreement with Olson Engineering System, INC, for Professional Engineering Services in the Amount not to Exceed \$25,000.00. City Project W-40 - Whitewater Wash Bridge Pipeline at Dillon Road Repair

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### **STAFF RECOMMENDATION:**

Authorize the City Manager to Execute a Professional Services Agreement with Olson Engineering System, INC, for Professional Engineering Services in the Amount not to Exceed \$25,000.00.

### **DISCUSSION/ANALYSIS:**

The existing 12” domestic water line on the Dillon Road Bridge over the Coachella Valley Storm Water Channel (CVSWC) needs to be repaired. The bridge is located south of State Highway 86. The domestic water line is currently inoperable due to leaks. Staff has determined that the existing galvanized pipeline is in good condition and that the cause of the leaks are the worn out Victaulic couplings that hold the various segments of pipeline together.

Staff will work with Olson Engineering to perform a site survey and collect data, pipe characteristics, and existing materials and develop a conceptual replacement layout; prepare a civil site plan; technical specifications; engineer’s cost estimate; bidding services and engineering inspection.

### **FISCAL IMPACT:**

There is budget authorized in the 2018/2019 CIP – City Project W-40 to cover this cost.



**CITY OF COACHELLA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**With: OLSON ENGINEERING SYSTEM, INC**  
**CITY PROJECT W-40 – WHITEWATER WASH BRIDGE PIPELINE REPAIR**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this                      **day of**,                      **2019** by and between the **City of Coachella**, a municipal corporation organized under the laws of the State of California with a place of business at **1515 6<sup>th</sup> Street, Coachella, California 92236** (“City”) and **Olson Engineering System, INC.**, a Corporation with its principal place of business at **81-955 Suite 201, CA-111, Indio, CA 92201** (“Consultant”). The City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **professional engineering services** to public clients, is licensed in the State of California, and is familiar with the plans of the City.

**2.2 Project.**

The City desires to engage Consultant to render such services which include but are not limited to performing a site survey and collection data, pipe characteristics, and existing materials and develop a conceptual replacement layout; prepare a civil site plan; technical specifications; engineer’s cost estimate; bidding services and engineering inspection for **City Project W-40 – Whitewater Wash Bridge Pipeline Repair** (“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 engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

# ITEM 8.p.

3.1.2 Term. The term of this Agreement shall be for **90 calendar days** , unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

## 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner. Upon request of the City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the City.

3.2.4 Substitution of Key Personnel. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Benjamin R. Olson, Jr., President**

3.2.5 City's Representative. The City hereby designates **Cástulo R. Estrada – Utilities Manager** or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). The City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Benjamin R. Olson, Jr., President** or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the City staff in the performance of Services and shall be available to the City’s staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be separately agreed upon in writing by the City and Consultant (“Performance Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of **Zero Dollars (\$0) per day** for each and

# ITEM 8.p.

every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

## 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$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 Section 3.2.10 A & B shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of

# ITEM 8.p.

protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

## **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed the project total estimate of **Twenty Five Thousand Dollars (\$25,000.00)**



without written approval of the **City Manager**. Extra Work may be authorized, as described below in Exhibit “C”, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City.

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Labor Code Requirements.

3.3.5.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply

# ITEM 8.p.

with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

## **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## **3.5 General Provisions.**

### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of the Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

### **Consultant:**

**Olson Engineering System, INC**  
81-955 Suite 201, CA-111  
Indio, CA 92201  
Attn: Benjamin R. Olson, Jr.

**City:**

**City of Coachella**  
 53462 Enterprise Way  
 Coachella, CA 92236  
 Attn: Cástulo R. Estrada

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

# ITEM 8.p.

3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or

# ITEM 8.p.

applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

## 3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF COACHELLA**

**OLSON ENGINEERING SYSTEM, INC.**

By: \_\_\_\_\_  
William B. Pattison, City Manager

By: \_\_\_\_\_  
Benjamin R. Olson, Jr. - PE  
President

*Attest:*

\_\_\_\_\_  
City Clerk, Angela Zepeda

Approved as to form:

\_\_\_\_\_  
Carlos Campos, City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES**

June 1, 2019

OES Job No. 18-13

Jonathan Hoy, City Engineer  
City of Coachella  
53462 Enterprise Way  
Coachella, CA 92236

**Re: Dillon Road Bridge Water Line Replacement  
City of Coachella Project No. 2019-XX-XXX**

*Professional Services Agreement – Exhibit A*

This a Proposal for domestic water line replacement on the Dillon Road Bridge over the Coachella Valley Storm Water Channel (CVSWC). The bridge is located South of State Highway 86S under the auspices of the Dillon Road Joint Powers Authority (DRJPA). The City of Coachella domestic water pipeline is currently inoperable due to leaks on the bridge. The bridge is located in the NE ¼ of the SE ¼ of Section 30, Township 5 South, Range 8 East, SBBM

**SCOPE OF SERVICES**

**TASK 1: Site Survey**

A site survey is required to collect field data, pipe characteristics, existing materials and develop conceptual replacement layout. Several on-site meetings with contractors, City of Coachella Water Department and pothole crew. Multiple photos and field dimensions to locate existing gate valves, bridge hangers, pipe couplings, CalTrans sensors, elevations and tie points.

**TASK 2: Civil Site Plan**

Prepare civil site plan showing bridge location, MSA Reference Point (MSA- RP), Caltrans Sensors, gate valves, tie points and design of new galvanized pipe and couplings and information from Site survey. Construction Plan and profile drawings to scale.

**TASK 3: Technical Specifications**

Technical Specifications for overall Bid package including General Specifications as supplied by City of Coachella. Utilize Manufacturer's specifications and materials photos where available.

**TASK 4: Engineer's Cost Estimate**

Review similar pipeline construction project costs and bids. Obtain materials supplier costs and incorporate into Labor and traffic control cost.



**Task 5: Bidding Services**

Assist with pre-bid meeting, Request for Information (RFI) and responsible bid assessment for the project. Estimate 10 hours required to fulfill Task.

**Task 6: Engineering Inspection**

Provide on-site inspection services for construction required to replace 300 LF of 12" galvanized steel pipeline. Include Traffic Control, daily cleanup, tie-ins, testing and chlorination. Estimate 20 hours including Notice of Completion.

**Exclusions**

The following items and costs are not specifically described in Scope of Services above, nor authorized below:

- Governmental agency application, plan check and case processing fees.
- Environmental site reports, studies, permit requirements, including Phase II.
- Existing utility location by pothole method.
- Construction supervision.
- Cultural or archeological studies pertaining to tribal issues.
- Preliminary Title Report
- Seismic Analysis
- Encroachment Permits

**Compensation**

Progressive monthly billings will be on the first of each month per the attached 2019 Rate schedule. Invoice to be paid in full, by the 15th of same month. A late payment finance charge of one and a half percent per month, commencing 30 days after the date of the original invoice shall be charged.

Variables such as actual services requested and other consultants' input make it difficult to determine a fixed fee. Therefore, it is suggested **\$25,000.00** be used as an estimated budget at this time. This cost shall not be exceeded without prior written permission. This estimate should not be misconstrued as a firm bid to complete Scope of Services herein.

**Authorization**

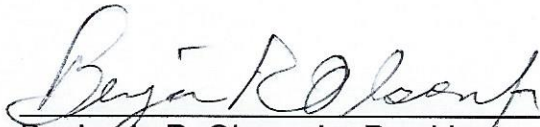
If you agree with the terms and conditions of this proposal, please sign one copy and return via e-mail. There are no agreements except as herein expressly stated.

Thank you for the opportunity to be of service.

Respectfully,

**Olson Engineering System, Inc.**

**City of Coachella**

  
\_\_\_\_\_  
Benjamin R. Olson, Jr., President.  
RCE 24951

\_\_\_\_\_  
Jonathan Hoy, City Engineer

Date June 1, 2019

Date \_\_\_\_\_

Attachment: 2019 Fee Schedule

EXHIBIT "B"

**SCHEDULE OF SERVICES**

The term of this Agreement shall be for **90 calendar days** , 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 8.p.

## EXHIBIT "C"

### COMPENSATION

The total compensation shall not exceed the project total estimate of **Twenty Five Thousand Dollars (\$25,000.00)** without written approval of the **City Manager**. Extra Work may be authorized, as described below in Exhibit "C", and if authorized, will be compensated at the rates and manner set forth in this Agreement.

### 2019 Olson Engineering System, Inc.

#### Hourly Rate Schedule

##### Engineering

Principal Engineer	\$200
Staff Engineer	\$175
Technical Specialist	\$175
Research Specialist	\$125

##### Surveying

GPS Crew	\$300
Two Man Survey Crew	\$250

##### Professional Consultation

Expert Witness	\$450
Court Appearance, 4 hr. minimum	\$1,800

##### Clerical

Clerical services	\$ 85
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##### Mileage

Mileage will be reimbursed at \$.60 per mile per vehicle.

- Rates are Portal to Portal
- Outside Coachella Valley, travel time will be charged only one way

Above schedule is for straight time only and in case of overtime, the rate charged will be 1 1/2 times the hourly rates shown. Sundays and Holidays will be billed at 3 times the hourly rates shown.

Schedule includes overhead, computers, software, and electronic survey equipment

A late payment FINANCE CHARGE of 1 1/2 % per month (18% per year) will be applied to any unpaid balance, commencing thirty (30) days after the date of the original invoice.

Blueprints, reproductions, outside messenger services, sub-consultants and other out-of-pocket expenses will be charged direct cost without markup.

All payments to be made in U.S. funds within 15 days of billing date.

ITEM 8.q.





**STAFF REPORT**  
**6/26/2019**

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

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Award A Community Based Grant to the American Youth Soccer Association in the Amount of \$1,000 to Help Defray the Travel Expenses to Participate in the National Games in Honolulu, Hawaii

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community Based Grant to the American Youth Soccer Association in the amount of \$1,000 to help defray the travel expenses to participate in the National Games in Honolulu, Hawaii.

**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 included an initial allocation of \$15,000 for the Community Based Grant Program and in May 2019, an additional \$5,000 was authorized by the City Council.

**DISCUSSION/ANALYSIS:**

The American Youth Soccer Association is a nonprofit organization founded in 1968 and has been providing a world-class youth soccer program for more than fifty years based on its Six Philosophies of Everyone Plays®, Balanced Teams, Positive Coaching, Good Sportsmanship, Open Registration and Player Development. Built on the power of volunteer support, AYSO brings together community members to coach, referee and support their local Regions with the ultimate goal of creating a fun, family-friendly environment where children can grow and develop not only their soccer skills but their leadership and social skills for life. Grant funds from the City of Coachella will help defray travel expenses to the National Games taking place in Honolulu, Hawaii.

# ITEM 8.q.

## **ALTERNATIVES:**

1. Award the American Youth Soccer Association a Community Based Grant in the amount of \$1,000.00.
2. Do not award the American Youth Soccer Association 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 \$500.00 for the remainder of this fiscal year.

## **ATTACHMENT(S):**

1. Copy of Community Based Grant Application





# 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: \_\_\_\_\_

July 1, 20 18 - June 30, 20 19

2. Total Amount Requested: \$ 1,000.00

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:

LQ AYSO

4. Agency/Organization:

La Quinta AYSO

5. Mailing Address:

79-120 Blackhawk

City:

Zip:

La Quinta, CA 92253

6. Telephone:

(760) 285-2940

Fax:

7. Official Contact Person:

Name: Franco Castro

Title: Commissioner

Telephone: (760) 285-2940

Fax:

E-mail: lqaysorc@gmail.com

# ITEM 8.q.

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, 1985

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?

hoping to have it ASAP

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

transportation and associated cost

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

Fundraising multiple sources - Excel sheet  
can be provide it

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?

one time event or every 2 years to apply  
for other National games

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

Funding, cost of the trip far exceeds funding capabilities.

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

Age group is from 9 years old - to 16 years old. 2 girls teams and 2 boy teams. we have, Asians, Latinos, white, etc.

18. Attach a proposed budget for requested funds.

Authorized Official:

Title: Safety Director  
Jose (Lopez) Reyes

Signature: 

Date: \_\_\_\_\_

6/19/2019 (760) 601-4673



Dear Friend,

**Let the Games Begin!** That's the traditional phrase that has proclaimed the start of the AYSO National Games since its first venue in Irvine, Calif., in 1988. Those words will start off a weeklong celebration that brings together AYSO players, volunteers and parents from across our country.

**This year, AYSO La Quinta has four teams that have been awarded the honor of representing the Coachella Valley by participating in the AYSO National Games - to be held June 30<sup>th</sup> – July 7<sup>th</sup>, in Oahu, Hawaii. As you can imagine we are in need of financial support to offset some of the cost to send these children for an experience of a lifetime. With your support we can achieve this goal.**

The four teams are comprised of age and gender appropriate boys and girls aged 8 and 15, from multiple communities in the Coachella Valley, and will be accompanied by coaches and parent chaperones. The children were chosen for their sportsmanship, attitude and ability to be ambassadors for the Coachella Valley. To help cover the expense of travel and accommodations, we are asking your financial assistance. Our goal is to raise enough money to provide a memorable, once in a lifetime experience for these children. We ask you to please consider **donating, becoming a sponsor or provide a prize for our raffle**. La Quinta AYSO Region 443 is a registered non-profit, all-volunteer organization that services children from the entire Coachella Valley. **Our tax ID number is: 95-6205398**

#### **Purpose of the AYSO National Games:**

The AYSO National Games is not a national championship. It is also not just a tournament. The AYSO National Games is a cultural exchange event held every two years, designed to bring together players and volunteers from across the country for a celebration of all that is AYSO. The weeklong event focuses on sportsmanship, team spirit, making new friends, lots of soccer and having fun through all of its activities. It is our showcase event! The games will include 3,300 players, 220 teams, playing under the AYSO Philosophies:

- Everyone Plays
- Balanced Teams
- Open Registration
- Positive Coaching
- Good Sportsmanship
- Player Development

The National Games is everything AYSO: it reflects the excellence, tradition and spirit of our players, volunteers, spectators and philosophies. Let the Games continue!

More information can be found here: <https://aysonationalgames.org/>

Thank you for your support.

If you have any questions or require further information, including sponsor recognition, please contact me.

Sincerely,

**Franco Castro**  
Regional Commissioner  
La Quinta AYSO Region 443  
LQAYSORC@gmail.com

# ITEM 8.q.



## U. S. TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

DISTRICT DIRECTOR  
P. O. BOX 231  
LOS ANGELES, CALIFORNIA 90053

February 28, 1968

IN REPLY REFER TO  
Form L-178  
Code 414:RSY  
LA-EO-68-189

American Youth Soccer Organization  
12501 S. Isis Ave  
Hawthorne CA 90250

95-6205398

PURPOSE Charitable	
ADDRESS INQUIRIES & FILE RETURNS WITH DISTRICT DIRECTOR OF INTERNAL REVENUE  Los Angeles	
FORM 990-A RE- QUIRED  <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	ACCOUNTING PERIOD ENDING  January 31

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

F. S. Schmidt  
District Director

CINCINNATI OH 45999-0038

**ITEM 8.q.**

In reply refer to. 0270201000  
July 28, 2017 LTR 4168C 0  
95-6205398 000000 00

00022216  
BODC: TE

AMERICAN YOUTH SOCCER ORGANIZATION  
% SHANNON BANTUGAN  
19750 S VERMONT AVE STE 200  
TORRANCE CA 90502



029153

Employer ID Number: 95-6205398  
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated July 19, 2017, regarding your tax-exempt status.

We issued you a determination letter in February 1968, 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 Section 509(a)(2).

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 8.q.

0248267585  
July 28, 2017 LTR 4168C 0  
95-6205398 000000 00  
00022217

AMERICAN YOUTH SOCCER ORGANIZATION  
% SHANNON BANTUGAN  
19750 S VERMONT AVE STE 200  
TORRANCE CA 90502

Sincerely yours,



Kim A. Billups, Operations Manager  
Accounts Management Operations 1

**Internal Revenue Service**

**Date:** June 18, 2007

AMERICAN YOUTH SOCCER  
ORGANIZATION  
% VI ANSO  
12501 ISIS AVE  
HAWTHORNE CA 90250

**Department of the Treasury**  
**P. O. Box 2508**  
**Cincinnati, OH 45201**

**Person to Contact:**  
Ms. Lankford 17-18878  
Customer Service Representative  
**Toll Free Telephone Number:**  
877-829-5500  
**Federal Identification Number:**  
95-6205398

Dear Sir or Madam:

This is in response to your request of June 18, 2007, regarding your organization's tax-exempt status.

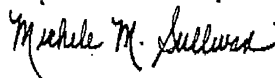
In February 1968 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations 1

Expense	12 U Girls
Flight	\$900.00
Transportation	\$216.00
Hotel	\$3,700.00
Lunch	\$150.00
Dinner	\$250.00
Incidentals	\$50.00

\$5,266.00 per player  
\$63,192.00

Expense	12 U Boys
Flight	\$900.00
Transportation	\$216.00
Hotel	\$3,700.00
Lunch	\$150.00
Dinner	\$250.00
Incidentals	\$50.00

\$5,266.00 per player  
\$63,192.00

Expense	16 U Boys
Flight	\$900.00
Transportation	\$216.00
Hotel	\$3,700.00
Lunch	\$150.00
Dinner	\$250.00
Incidentals	\$50.00

\$5,266.00 per player  
\$78,990.00

Expense	10 U Girls
Flight	\$900.00
Transportation	\$288.00
Hotel	\$3,700.00
Lunch	\$150.00
Dinner	\$250.00
Incidentals	\$50.00

\$5,338.00 per player  
\$48,042.00

Coaches \$11,000.00  
Volunteers \$15,150.00

\$11,000.00

\$11,000.00

\$11,000.00 \$44,000.00  
\$15,150.00  
\$312,566.00

U16

**\$17,518.48**



**ITEM 9.a.**





## STAFF REPORT 6/26/2019

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

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

**SUBJECT:** Consideration to Appoint New Members and Alternate Member to the Coachella Planning Commission.

---

### **STAFF RECOMMENDATION:**

Staff recommends that the Mayor and City Council appoint New Members and one Alternate Member to the Coachella Planning Commission for staggered terms.

### **EXECUTIVE SUMMARY:**

On April 26, 2019, Ordinance 1137 amending Sub-section 2.23.010 of the Coachella Municipal Code became effective. This new ordinance requires all members of the Planning Commission to be residents of the City. There are currently two non-resident Commissioners (Mario Zamora and Michael Etheridge) which will be transitioned out. Additionally, there is a vacant Alternate Commissioner seat due to the removal of Damian Davila on March 27, 2019.

The Coachella Municipal Code states that all Commissioners are appointed by the Mayor, with approval by the City Council. In mid-April, 2019 the City Clerk advertised for two Planning Commissioner and one Alternate Planning Commissioner vacancies, stating an application window period ending on May 30, 2019. Staff received a total of twelve (12) applications from qualified candidates. From the list of applicants currently on file (attached hereto), the Mayor and City Council may consider the following options:

- 1) Appoint two (2) new members and one Alternate to fill unexpired seats.
- 2) Appoint up to five (5) new members and one Alternate from the new pool of candidates with terms expiring on December 31, 2021 and December 31, 2022 equally.
- 3) Continue this item and provide staff direction.

### **FISCAL IMPACT:**

There are no direct fiscal impacts by approving on the adopted budget for Fiscal Year 2018/2019.

Attachments: Applications Received





# CITY OF COACHELLA

## PLANNING COMMISSION APPLICATION

NAME: Rosalio Avila

ADDRESS: 49783 Corte Percebe Coachella CA 92236

TELEPHONE: 760-504 4134 E-MAIL: STAYFRESHINT@GMAIL.COM

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....  
**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

To have a voice in decision making and  
to serve the community that I've been  
a part of since 2001.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

To create a vision for the future  
development of our city. As a  
entrepreneur I always look for  
improvement what's around me.

3. What special qualities can you bring to the Commission?

Listening to what the public has  
to say. Understanding of the community  
issues and being open minded.

# ITEM 9.a.

ELLA

PLANNING COMMISSION APPLICATION  
PAGE 2

4. Do you have any questions or comments about the Commission's structure or functions?

NO

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

I Atten to As much City agenda meetings As possible to keep up with the growing of the city OF Coachella

Signature

Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

(Revised 04-10-2019)



05-30-19A12:01 RCVD

**CITY OF COACHELLA**  
**PLANNING COMMISSION APPLICATION**

**NAME:** Lesly Figueroa

**ADDRESS:** 83952 Moonlit Dr. Coachella, CA 92236

**TELEPHONE:** 760-972-6337 **E-MAIL:** lesly.figueroa70@gmail.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

As a young person that grew up in the City of Coachella, my introduction to community planning was very early on the topic of equal transit access to the communities of the Eastern Coachella Valley and then Community Development/Planning Department in the City of Palm Desert.

Interested in inter-relationships of equity in public health, the built environment, and planning is what led me to pursue an Urban Studies & Planning degree. This training and education was useful in San Diego during the Long Range Development Planning and construction of Metropolitan Transit

System's Light Rail Trolley to the UC San Diego campus. Later, moving back to the community I grew up in has led me to take a more active role into integrating with the growth the City has pursued to connect with the needs of community and provide economic and community revitalization to

such a unique and vibrant City. Therefore, as a young person that grew up in the community, obtains planning knowledge that ranges from urban design to participatory planning processes to community development, demonstrates me as a qualified community member for the Planning Commission.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

Planning Commissions serve in a critical advisory capacity to the City Council which is why a Commission that is informed and guided by community input serves in the interests of community. Through the use of the General Plan and ongoing community discussions, together will shape the growth

of the City. Additionally, it is critical for Planning Commissions to have basic knowledge and updates on new and evolving planning trends to benefit the unique character of the City of Coachella. In a growing City, it is a perfect opportunity to be innovative and creative on how to plan sustainable

cities that accommodate to changing environments while keeping the needs of community at the forefront through a transparent and participatory process. Community feedback and growing relationships between City governments and the community are always fruitful because they can always

generate new ideas, projects, or local business that contribute to the economic growth of City. Therefore, taking the opportunity to identify the key locations to communicate information and solicit feedback by growing networks with schools, clinics, churches, and music and arts through the most feasible strategy per commissioner could build on the current efforts in place today.

3. What special qualities can you bring to the Commission?

My qualities and skills for the Commission include my knowledge of city planning, community networks, and analytic ability to be presented with information and communicate in a more simpler and digestible manner to others unfamiliar with planning jargon. My planning knowledge through my

schooling and current job have prepared me and continue to prepare me in ways to creatively identifying and advocating for opportunities to meet the needs of community and ensuring folks are part of a participatory planning process. Other qualities include my passion to continue the positive

revitalization of the community through city planning that includes ways to elevate community identity in the community and uplifting existing landmarks and public spaces where people naturally gather. This builds on using the relationship people have with the City to guide planning. Additionally,

information presented to Commission can be daunting and difficult to understand to folks outside of the planning world but taking the opportunity to break down the information with clear timelines for people have proven to be beneficial and improve relationships with the Community which is a skill I can bring.

4. Do you have any questions or comments about the Commission’s structure or functions?

Does the Planning Commission play any role in identifying how to periodically and creatively solicit feedback from Coachella residents as well as communicating proposed projects to the community? Is there capacity to do so? If not, are there ways to do so low-cost for a wide range of audiences in English and Spanish?

Additionally, how engaged has the Planning Commission previously been in long range city planning through General Plan and Housing Element updates, as well as actively discussing opportunities for the City to apply to existing competitive state dollars to direct investments into the thriving City of Coachella?

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

The City of Coachella has always been my home. It is place I personally want to see thrive even more in an already vibrant and proactive community. It is no secret to acknowledge the growth and development the city has experienced. This is the product of taking the opportunity of using innovative strategies to bring solutions to the long-existing challenges of the City of Coachella. Like-minded thinkers that see the investment in community as an opportunity for positive growth is the type of solutions needed to continue pursuing the needs of community and materializing them into effective growth and tangible physical infrastructure for parks, housing, and other community needs.

The combination as community member of Coachella, my knowledge of planning, and my passion to my community can prove to be an asset to the City as dedicated member of the Planning Commission for the City of Coachella.



Signature

May 29, 2019

Date

.....

**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

*(Revised 04-10-2019)*



05-20-19A11:50 RCVD



CITY OF COACHELLA  
PLANNING COMMISSION APPLICATION

NAME: Oscar Fonseca

ADDRESS: 48-944 Chichen Itza Rd. Coachella Ca 92236

TELEPHONE: 760.902.6979 E-MAIL: o.fonseca109@gmail.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

Over the past ten (10) years I have worked with the community in the  
field of education and have helped families understand the complex  
college-going process. I am interested in helping the city with their  
development of educational programs for our families.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

A resident, I have seen the amazing work the city is already doing for  
the community. My goals would be to maintain that high standard  
while incorporating opportunities to educate our community in  
healthcare, community engagement & the education process.

3. What special qualities can you bring to the Commission?

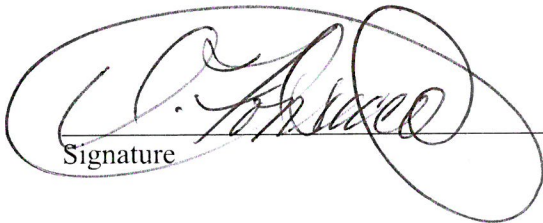
The qualities that I can bring to the table are my networking skills as  
well as my willingness to developed a solid program to educate our  
families about opportunities within our community. I have a feeling  
that they are residents that want to help, but are looking for ways to do so.

4. Do you have any questions or comments about the Commission's structure or functions?

At the moment, if given the opportunity I do not have a personal agenda. I want to see what has been developed, and help the commission with the established goals. Based on the goals I am willing to make the recommendations.

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

At the moment, I am interested in knowing the goals of the city and see how through my connections we can work together to fulfil these benchmarks.



Signature

May 14th, 2019

Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

*(Revised 04-10-2019)*

04-18-19P03:01 RCVD



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

NAME: Ruben R Gonzalez

ADDRESS: 85092 Damascus St Coachella

TELEPHONE: (760) 2757958 E-MAIL: RubenR.Gonzalez@gmail.com

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I am a life long resident of Coachella and a registered voter. I am owner of a construction company for over 30 years. And I have experience in dealing w/ Planning depts.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The primary focus of the Commission should be the direction Infrastructure should develop, in addition to the monthly projects that come before the Commission.

3. What special qualities can you bring to the Commission?

Simply stated, the above,

# ITEM 9.a.

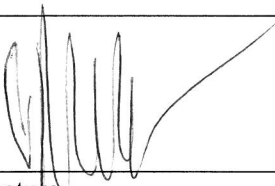
CITY OF COACHELLA  
PLANNING COMMISSION APPLICATION  
PAGE 2

4. Do you have any questions or comments about the Commission's structure or functions?

*None at this time,*

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

*None at this time*

  
Signature

*4/17/2019*  
Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

*(Revised 04-10-2019)*

04-18-19P03:01 RCVD



## CITY OF COACHELLA

## PLANNING COMMISSION APPLICATION

NAME: Ventura GutierrezADDRESS: 52-754 Calle ArilaTELEPHONE: 760-777-5266 E-MAIL: asambleanam52@live.com.mx

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

Coachella has been my primary residence since 8-8-50, I served on the Coachella Planning Commission back in the late 70's and pretty much know the ins and outs of the Commission's purpose for being.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

In the 70-80's the objective was to see Coachella grow west, and now it is my feeling the Commission should play a role in seeing that the City grow south and east.

3. What special qualities can you bring to the Commission?

My experience & knowledge gained from being on the City's Planning Commission in the past.

# ITEM 9.a.

.....IELLA  
PLANNING COMMISSION APPLICATION  
PAGE 2

4. Do you have any questions or comments about the Commission's structure or functions?

No

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

No

*Veronica Gutierrez* *April, 18, 2019*  
Signature Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

(Revised 04-10-2019)



# CITY OF COACHELLA

## PLANNING COMMISSION APPLICATION

NAME: FABIAN ARMANDO HERRERA

ADDRESS: 50467 SOUTH BALBOA STREET, COACHELLA CA, 92236

TELEPHONE: 442-400-6979 E-MAIL: f.herrera.922@hotmail.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I believe I should be appointed due to my immense background in overall planning, my large scale active network and impressive negotiation skills .  
I work as a Buyer and Analyst for a well established organization, well known within the local agricultural industry.  
I am also a veteran, with that I bring a strong sense of leadership, poise, and charisma to any team.  
I love my home; Coachella and have developed my skill sets in the hopes of one day giving back to my community.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

I see the existence of the commission as an entity that is tasked with the execution of the ideas that would benefit the city and all its inhabitants.  
I believe the committee is responsible for devising ideas and stratagems to help all the individuals residing within our city.

3. What special qualities can you bring to the Commission?

I bring efficacy, passion, and a drive to deliver the best results in a timely manner.  
I also bring a sense of negotiation only found within corporate level organizations.  
But my best quality is bringing people with a common goal together. That is how I have impacted my current industry.

# ITEM 9.a.

CITY OF COACHELLA  
PLANNING COMMISSION APPLICATION  
PAGE 2

4. Do you have any questions or comments about the Commission's structure or functions?

I have a few questions but these are better asked in person.

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5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

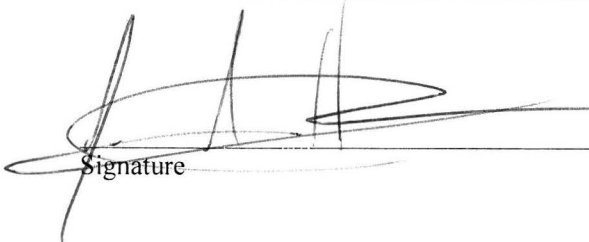
I bring a know-how from a completely different environment, while remaining a complete team player.

I am relentless when it comes to the work I am passionate about, and I am a result driven individual.

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 \_\_\_\_\_  
Signature Date 5-15-19

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

*(Revised 04-10-2019)*



30-19A12:26 RCVD  
05-30-2019 RCVD



# CITY OF COACHELLA

## PLANNING COMMISSION APPLICATION

NAME: Miguel Leal

ADDRESS: 50595 Chiapas Dr. Coachella CA. 92236

TELEPHONE: 760-296-8068 E-MAIL: lealmiky8301@gmail.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....  
**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

After obtaining my Bachelor's Degree from Woodbury University San Diego  
and completing intense Case Studies courses in the Urban Planning Design,  
I think, it makes me a good candidate to be part of the Planning Commission

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

As a long life resident of the City of Coachella and understating the  
direction the City is heading, and is important to work for the benefit  
of all residents. Establishing good relations with all the Parties involved  
to take the best decisions.

3. What special qualities can you bring to the Commission?

B.Arch Degree Woodbury University, Associate Degree A.A College of the Desert  
Several years of experience as a Architecture and Urban Designer,  
close relationship with different cities obtaining building permits

4. Do you have any questions or comments about the Commission's structure or functions?

I believe the structure is functioning well, of course there is always things that can be improve.

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

It's important to see and analyze other cities that are doing great things for their community and use that information as a reference for our City.

Miguel Ceal  
Signature

05-30-2019  
Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

*(Revised 04-10-2019)*

4/25/2014

A



# CITY OF COACHELLA

## PLANNING COMMISSION APPLICATION

**NAME:** Maria Paz-Moreno

**ADDRESS:** 48379 San Gorgonio Street, Coachella, CA 92236

**TELEPHONE:** 760-619-8844 **E-MAIL:** pazmaria13@gmail.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

For nearly a decade, I have worked with County, State and Federal legislators, legislative staff and local municipalities with respect to legislation, budget priorities, and public policy issues.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

I would apply my learning from my experiences as a legislative aid, government relations representative, policy analyst, and long-time community member, to contribute to the Commission's ongoing focus: keeping community health and wellness at the forefront.

3. What special qualities can you bring to the Commission?

Over the course of my professional career, I have worked with a number of cities, city councils, including city commissions in Los Angeles County to adopt policies and plans for economic growth and community wellbeing.

# ITEM 9.a.

CITY OF COACHELLA  
PLANNING COMMISSION APPLICATION  
PAGE 2

4. Do you have any questions or comments about the Commission's structure or functions?

Given the City's choice to approach its growth in a people-oriented fashion, how does the Commission quantify local community voices in the decision-making process?

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

I look forward to learning more about the specifics of planning and zoning in the context of our community, to best serve.

  
Signature

04.25.2019  
Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

(Revised 04-10-2019)



# CITY OF COACHELLA

## PLANNING COMMISSION APPLICATION

**NAME:** Miguel Navarrete

**ADDRESS:** 49041 Pluma Verde PL Coachella California 92236

**TELEPHONE:** (760 )771-7252 **E-MAIL:** Mlguelnavamon@gmail.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?  
 I believe that my education and expirience in local government makes me a perfect ca  
 canidate for appoitment. I am currently studing business administration and held  
 an internship position at the City of Palm Desert for 8 months where I sat in on  
 budget meetings, marketing, and economic development hearings.
  
2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?  
 I see the goals and Objectives of the planning commision as follows; First,  
 give insight on ongoing construction development and filter out whether the  
 development fits the City's general plan. Second, as a commitee we will have to  
 voice the opinions of the people we represent.
  
3. What special qualities can you bring to the Commission?  
 My background in Business Administration has exposed me to the importance  
 of creating a strong public and business relationship. Furthermore, I have  
 expirience in the recruitment process of gaining retailors based on the local  
 population demographics.

# ITEM 9.a. COACHELLA

PLANNING COMMISSION APPLICATION  
PAGE 2

4. Do you have any questions or comments about the Commission's structure or functions?

I would like to know who I will be working along side and who would be my

supervisor if I am granted the position. Furthermore, I would like to know

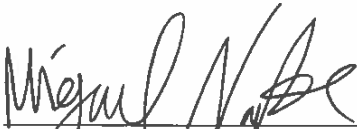
if the Commission overlooks public events like the Cinco de Mayo 5k event.

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

Growing up in Coachella roots my dedication and diligence in any activity I take

part in. Furthermore, I am an excellent public speaker. I have taken multiple

communication classes in school and have received adequate grades in them.

  
Signature

5/30/19  
Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

(Revised 04-10-2019)

05-30-19A12:01 RCVD



# CITY OF COACHELLA

## PLANNING COMMISSION APPLICATION

NAME: Emmanuel Santos

ADDRESS: 85265 Ave 52 Coachella CA 92236

TELEPHONE: 442-400-9554 E-MAIL: santospal5@aol.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I should be appointed because of my experience in commercial and residential development.  
i have a background in architecture, and have been working in the field of architecture for  
10 plus years. My ability to visualize design aspects and how projects impact the community  
as a whole would make me a great candidate.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goals and objectives of the Commission should be to make fair and just decisions on projects  
based on how well they follow the City's zoning laws, ordinance, rules and regulations. As  
a part of a team, i would do my research on the projects and convene with city members to  
produce solutions to any issues that may arise.

3. What special qualities can you bring to the Commission?

Special qualities that i can bring are my architecture experience, and the fact that i have been  
a resident of the City of Coachella for over 35 years. I have a special interest in making sure  
the city grows in a well planned way.

4. Do you have any questions or comments about the Commission's structure or functions?

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5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

We need more conformity in what gets built in this community. Make it more pedestrian friendly, and wisely develop areas of our city to make sure everyone has easy access to schools, parks and retail centers.

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Signature

05/27/19

Date

.....

**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

*(Revised 04-10-2019)*





**CITY OF COACHELLA**  
**PLANNING COMMISSION APPLICATION**

NAME: JAVIER R. SOLIZ

ADDRESS: PO BOX 308, COACHELLA, CA. 92236

TELEPHONE: 760-609-8860 E-MAIL: gruposoliz@msn.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....  
**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

Over 30 years experience in Utilities Construction, Engineering and Project Management field.

Extensive knowledge working with plans, designs, schematics, and project related drawings.

Experienced in working with team members to obtain results that align with organizational goals.

Knowledgeable in identifying and working with strategic operational processes for organizational success.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

To ensure Public or private agency projects are in alignment with the goals and vision of City officials.

To apply fair practices and decisions to all items placed before the commission for proper review.

I would utilize the extensive leadership experience I have to be an integral member of the commission

to help the group work towards the common goals set forth by city leadership and all applicable rules, policies, and protocols.

3. What special qualities can you bring to the Commission?

Extensive leadership experience in construction & Maintenance management.

Proven track record of managing projects at or under budget, within schedule, and with quality assurance.

Extensive background in Budgets & Finance.

Excellent communicator and presenter. Extensive Certifications in C&M.

# ITEM 9.a.

LLA  
PLANNING COMMISSION APPLICATION  
PAGE 2

4. Do you have any questions or comments about the Commission's structure or functions?

None at this time.

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5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

None at this time.

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Signature

April 22, 2019

Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

*(Revised 04-10-2019)*



04-23-2019 RCVD

# CITY OF COACHELLA

## PLANNING COMMISSION APPLICATION

NAME: Stephanie Virgen

ADDRESS: 84113 Bella Roma Lane Coachella CA 92236

TELEPHONE: (760) 844-0921 E-MAIL: Stephanievirgen2@gmail

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

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\_\_\_\_\_

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

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\_\_\_\_\_  
\_\_\_\_\_

3. What special qualities can you bring to the Commission?

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\_\_\_\_\_  
\_\_\_\_\_

# ITEM 9.a.

Stephanie Virgen

## Planning Commission Application Questions

1. In the last 10 years the beautiful city of Coachella has not only increased in population, but it has taken a staggering turn in what it has to offer its residents. Soon, a department of public social services will be opening a building that will finally offer the residents social services that our community needs. I believe being appointed to the planning commission would be a significant step for the city and for myself as an active community member. Currently, I work as a board assistant for Riverside County Supervisor V. Manuel Perez. In his office I help oversee social services departments and just recently began overseeing the community council for Thousand Palms. As the liaison to the community of Thousand Palms I often have communication with our planning department when it comes to having projects being presented to the community and council. I take my position very seriously, and make sure that all constituents that call my direct line are immediately assisted. I would be honored to serve my community and city of Coachella in the best way that I can, which would be advocating for their needs.
2. After being the liaison for a community council and having to learn to listen to a community and their concerns, I believe overall, we like to focus on that community's needs. I believe the goals of this planning commission are to make sure the community and its economic development flourishes to accommodate its citizenry.
3. Throughout my college career I was introduced to different cultures and learned the importance of economic development in communities. I was not born and raised in the city of Coachella, rather I arrived here as a teenager. Since living here, I have observed the city grow dramatically. Working for the county of riverside has introduced me to different partners and departments. I am slowly learning what occurs not only in communities but the entire Coachella Valley. I believe I would be a great asset to the planning commission and the city of Coachella, what I have learned and continue to learn in my position will only help make my community better.
4. No comments.
5. Growing up as a teenager in the city of Coachella, leaving to go off to school and coming back I plan on giving the city the best that I can. And most importantly, to always advocate and be a voice for my community.

4. Do you have any questions or comments about the Commission's structure or functions?

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5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

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*Stephanie Virgen*  
Signature

4/23/19  
Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

*(Revised 04-10-2019)*



**ITEM 9.b.**







**STAFF REPORT**  
**6/26/2019**

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

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

**SUBJECT:** Appointment of three new Commissioners and an Alternate Commissioner to the Coachella Parks and Recreation Commission.

**STAFF RECOMMENDATION:**

Appointment of three new Commissioners and an Alternate Commissioner to the Coachella Parks and Recreation Commission.

**EXECUTIVE SUMMARY:**

Council action approval of Ordinance 1137 amended the existing Municipal Code Chapter 2.28 addressing the Coachella Parks and Recreation Commission. This Ordinance identified the makeup of the Parks and Recreation Commission to be five Commissioners: four Coachella residents, and one representative of the Desert Recreation District. The Commission currently has three vacancies. These vacancies are all for positions that require the applicant to be a Coachella resident. In addition, the alternate member position is vacant. The application period ended on May 30<sup>th</sup> and we have received six applications from Coachella residents for the identified vacancies (Mr. Alcantara, Mr. Ayala, Mr. Figueroa, Mr. Gloria-Perez, Ms. Sabala, and Ms. Serrato).

Council can at this time direct selection of Commissioners as follows:

- 1) Vote to elect the applicants currently on file (attached hereto):
  - a. Appoint one (1) Parks and Recreation Commissioner with a term expiring on of December 31, 2020, and
  - b. Appoint two (2) Parks and Recreation Commissioners with a term expiring on December 31, 2021; and
  - c. Appoint one (1) Parks and Recreation Alternate Commissioner with a term expiring on either:
    - i. December 31, 2019 (6 months); or
    - ii. December 31, 2022 (3 ½ years), or
- 2) Choose to establish a new application period to invite additional applicants to apply for the vacant Commissioner and Commissioner Alternate positions; and/or
- 3) Provide alternate direction.

# ITEM 9.b.

Applicants have confirmed that their schedule can accommodate this commitment and would like to be considered for appointment to the Parks and Recreation Commission.

**FISCAL IMPACT:**

Neither recommended action has a direct fiscal impact on the adopted budget.

Attachments:

Applications received

Received 1/12/11  
J

## CITY OF COACHELLA

## PARKS AND RECREATION COMMISSION APPLICATION

NAME: VICTOR AlcántaraADDRESS: 52447 calle Alicia.TELEPHONE: 760 609 2084 E-MAIL: alexander177@gmail.com

.....

 PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I am a soccer referee and coach. Until today I  
keeping working as volunteer with sport teams in our  
city. I have my certifications as referee, coach and  
CPA First aid. I have acknowledge about improve sports in  
Coachella.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

Working with our sports leagues by the city law,  
requesting transparency for the sports leagues and  
work together for the benefit of our community  
and young athletes.

3. What special qualities can you bring to the Commission?

I understand pretty well the importance to listen  
our sport leagues leaders. I am a very honest in my  
opinions. I push hard myself to resolve any  
issue. Transparency in my comments.

# ITEM 9.b.

4. Do you have any questions or comments about the Commission's structure or functions?

I am understand the Park & Rec  
Commission. I was attending in the  
past too many meetings and I see  
we need to star more close to our community.

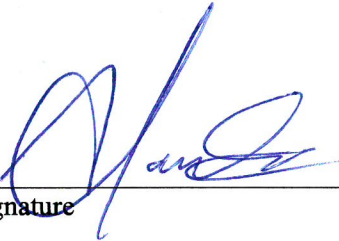
5. What roles or involvement have you had in sports leagues? Please identify the league(s), if any, of which you have been a member or parent.

I support CYSASL and CWSL soccer leagues  
as volunteer, coach, ref, Training referee.  
But also I have good relationships with  
other sport leagues in our city.

6. Other comments and/or ideas as to how you as a member of the Parks and Recreation Commission could benefit the City of Coachella.

I have two clear ideas. First: Find a  
grant to build a indoor soccer Facility and  
create a recreational league in soccer  
with our existents leagues

Signature

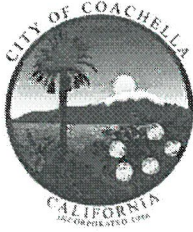


Date

04/27/19

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

City Clerk's Office  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236



# CITY OF COACHELLA

## PARKS AND RECREATION COMMISSION APPLICATION

NAME: J. Carlos Ayala

ADDRESS: 86774 Romualda ct. Coachella Ca. 92236

TELEPHONE: 7609897245 E-MAIL: carlos4434@gmail.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....  
**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I feel that I am a great candidate for this position based on my passion for sports and my experience  
with coaching at multiple school in the valley. As a Coachella native, I support the growth of the community.  
I hold an AA degree with an emphasis in Kinesiology and a Bachelors in Social Science.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goals of the commission is to provide positive opportunities for a community to come together  
and strength support for each other. I would enjoy being a part of the commission and help reach  
the goals set forth by the citand make me a strong team member on the commission.

3. What special qualities can you bring to the Commission?

I bring a positive and energetic personality to the commission. Also, growing up in Coachella and  
being involved in many sports and attending community events, I feel like I understand some of the  
unique needs of the community. I feel my motivation will help me be successful in this position.

4. Do you have any questions or comments about the Commission's structure or functions?

None at this time.

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5. What roles or involvement have you had in sports leagues? Please identify the league(s), if any, of which you have been a member or parent.

I have assisted many coaches with basketball leagues at the recreational center.

I have also coached many sports in schools throughout the school district and

currently the head coach of the Indio High School golf team. In the past, I helped out with softball

leagues as well.

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6. Other comments and/or ideas as to how you as a member of the Parks and Recreation Commission could benefit the City of Coachella.

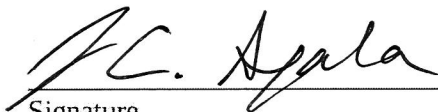
I feel my go-getter attitude, passion for sports, and relationships in the community will benefit the City of Coachella

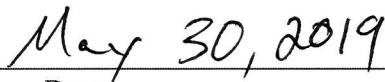
and make me a strong team member on the commissand make me a strong team member on the commission.

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Signature

  
Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

(Revised 04-10-2019)



# CITY OF COACHELLA

## PARKS AND RECREATION COMMISSION APPLICATION

NAME: Javier Figueroa

ADDRESS: 49-974 Avenida Del Parque

TELEPHONE: 760-834-5165 E-MAIL: 760javier@gmail.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

Being in the Insurance business for the past 19 years, have given me  
a ton of experience dealing with vendors/clients at their best and at  
their worst, all with the goal of improving customer service and experience.  
I am an avid outdoors person, and explore new activities and hobbies all the time.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

To prepare and have the best facilities for all our recreation projects.  
I would be eager and excited to complete tasks that are assigned,  
or any goals that i have personally set for my self and the community.

3. What special qualities can you bring to the Commission?

I am a great listener, good computer skills, nearly completing an AA  
in graphic design at COD.

# ITEM 9.b.

ELLA  
PARKS AND RECREATION COMMISSION APPLICATION  
PAGE 2

4. Do you have any questions or comments about the Commission's structure or functions?


I can compliment on what a great job the Commission is already  
doing with our facilites and events.

5. What roles or involvement have you had in sports leagues? Please identify the league(s), if any, of which you have been a member or parent.

Coached little league baseball in Coachella between the years of  
2006 thru 2011, as head coach and or assistant coach.

6. Other comments and/or ideas as to how you as a member of the Parks and Recreation Commission could benefit the City of Coachella.

I feel i can bring new fresh ideas to improve on already phenomenal  
commission.

Signature  Date 5-9-19

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

(Revised 04-10-2019)





# CITY OF COACHELLA

## PARKS AND RECREATION COMMISSION APPLICATION

NAME: ANGEL AUGUSTO GIORIA PEREZ

ADDRESS: 84918 BAGDAD AVE. APT. 47

TELEPHONE: 760 600 2935 E-MAIL: DOLOREZ GONZALES@GMAIL.COM

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....  
**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I STUDIED GEOGRAPHY IN UNIVERSIDAD NACIONAL  
AUTONOMA DE MEXICO, AND GET DE BACHELOR DEGREE  
I THINK I HAVE DE BASIC KNOWLEDGE TO DEVELOPMENT  
OF THIS AREA OR ANY URBAN PLANNING.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

I'M NOT WELL INFORMED OF GOALS AN OBJETIVES  
BUT, IF I HAVE AN OPORTUNITY, I CAN SHOW  
MY CUALIFICATIONS AN ADD SOMETHING TO HELP  
TO DO IT.

3. What special qualities can you bring to the Commission?

I CAN DO URBAN PLANIFICATION, IMPACT ANALISIS,  
CARTOGRAPHY, AND COORDINATION OF DIFFERENT  
ESTUDY'S LIKE SOILS, BIOLOGY, CARTOGRAPHY, TOPOGRAPHY,  
ECOLOGY, METEOROLOGY, ETC.

# ITEM 9.b.

IELLA

PARKS AND RECREATION COMMISSION APPLICATION  
PAGE 2

4. Do you have any questions or comments about the Commission's structure or functions?

YES A LOT.

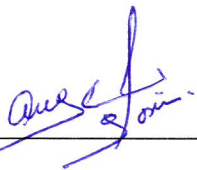
5. What roles or involvement have you had in sports leagues? Please identify the league(s), if any, of which you have been a member or parent.

I WAS HELPING LIKE PARENT OF TWO CHILDRENS  
(NOW ADULT) IN COACHELLA RIDERS FOOTBALL TEAM, AND  
LATER IN CUHS ARABS, LIKE VOLUNTEER SERVING  
AND SUPPORTING FOOD IN THE GAMES.

6. Other comments and/or ideas as to how you as a member of the Parks and Recreation Commission could benefit the City of Coachella.

SEEING THE PLANIFICATION I'M SURE I CAN ADD  
IDEAS AND COMMENTS.

Signature



Date

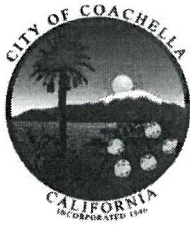
5/13/19

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

(Revised 04-10-2019)

06-03-19A09:38 RCVD



# CITY OF COACHELLA

## PARKS AND RECREATION COMMISSION APPLICATION

NAME: Rosario Sabala

ADDRESS: 83464 Ixtapa Ave, Coachella, Ca. 92236

TELEPHONE: 760-285-4023 E-MAIL: sabalarso@aol.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I've been a Coachella resident for more than 20 years. I'm a  
licensed clinical therapist for Riverside University Health System.  
I'm currently a graduate student at UC Berkeley majoring in  
Public Health. I have an interest in environmental justice.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

Identify problem areas within the community and provide  
interventions that will improve the community's social infrastructure.  
Conduct town hall meetings to identify problem areas and work  
with the community in finding solutions.

3. What special qualities can you bring to the Commission?

Skills in behavior change, knowledge in chronic health conditions  
prevalent to resident of Coachella. Excellent communication skills.  
Excellent written skills. Technical skills such as Microsoft office.

# ITEM 9.b.

4. Do you have any questions or comments about the Commission's structure or functions?

Can you provide detailed information about the commission's structure and functions?

Is the position a paid position?

5. What roles or involvement have you had in sports leagues? Please identify the league(s), if any, of which you have been a member or parent.

No involvement in sports leagues.

6. Other comments and/or ideas as to how you as a member of the Parks and Recreation Commission could benefit the City of Coachella.

I've been a local runner for more than 20 years. I've seen the city transform from an agricultural to a suburban community.

What I would like to see are projects geared toward the older population, such as providing health promotion activities.

Signature

Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
Deputy City Clerk  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

*(Revised 04-10-2019)*

**ROSARIO SABALA**

83464 Ixtapa Avenue  
Coachella, CA 92236

(Cellular) 760.285.4023  
sabalarso@aol.com

**PROFILE**

An innovative behavioral health specialist with 8 years of experience skilled at providing a collaborative, patient centered approach, in addressing psychosocial stressors.

**EDUCATIONAL/TECHNICAL SKILLS**

- Psychotherapy Evidenced Based Practices (CBT, Solution Focus)
- Group Psychotherapy
- Case Management
- Electronic Medical Record (epic)
- RStudio (statistical software)
- Interpersonal Skills
- Microsoft Office 2010
- Fluent in Spanish
- Communication Skills (written and verbal)
- Problems Solving Skills

**EDUCATION**

University of California Berkeley, Berkeley, California      **degree anticipated May 2021**  
**Master of Science in Public Health**

University of California Davis, Sacramento, California  
**Primary Care Pain Management Fellowship**      **August 2018**

Loma Linda University, Loma Linda, California  
**Master of Science in Marriage and Family Therapy**      **June 2013**

University of Nevada, Las Vegas, Nevada  
**Bachelor of Arts Degree in Psychology**      **August 2001**

College of the Desert, Palm Desert, California  
**Associate Arts Degree in Liberal Arts**      **May 1995**

**LICENSE & CERTIFICATIONS**

Licensed Marriage and Family Therapist #91167      **expiration date January 31, 2021**  
Motivational Interviewing Train the Trainer Certificate      **July 2017**  
CPR Certification      **expiration date March, 2021**

# ITEM 9.b.

ROSARIO SABALA

PAGE TWO

## PROFESSIONAL EXPERIENCE

Riverside University Health System-Cares Clinics-Palm Springs, CA 2016 to present

### **Clinical Therapist II**

- Identify and enroll complex patients to the Health Home Program (HHP).
- Prepare and conduct systemic case reviews.
- Assess, diagnose, and provide individual or family psychotherapy to complex patients diagnosed with chronic health conditions and mental illness or substance use disorder.
- Team lead in developing workflows to meet the HHP requirements.
- Provided case management and care coordination to assist with biopsychosocial stressors.
- Collaborate with primary care providers to address barriers and formulate treatment plan(s).
- Provide case consultation as requested.

Hi Desert Medical Center-Behavioral Health—Yucca Valley, CA 2013 to 2016

### **Program Therapist**

- Assessed, diagnosed, and provided individual and family psychotherapy.
- Provided case management to assist with biopsychosocial stressors.
- Developed and facilitated psychotherapy groups.

Coachella Valley Unified School District—Thermal, CA 2001 to 2015

### **Substitute Teacher**

- Provided day to day or long-term teaching assignments for elementary, middle, and high school students.

Loma Linda University Behavioral Medicine Center—Loma Linda, CA 2011 to 2013

### **Marriage and Family Therapist—Trainee**

- Administered children and adult psychosocial assessments.
- Provided individual and family psychotherapy.
- Facilitated group psychotherapy for children and adults.

Jewish Family Services of the Desert—Palm Springs, CA 2011 to 2012

### **Marriage and Family Therapist—Trainee**

- Assessed, diagnosed, and provided individual, family, or couple psychotherapy.

## PERSONAL INTERESTS

**Competitive Athlete** – Distance Runner

**Artist** – Art Medium, Watercolor



## CITY OF COACHELLA

### PARKS AND RECREATION COMMISSION APPLICATION

NAME: Liliana Serrato

ADDRESS: 49-247 Summer St, Coachella CA 92236

TELEPHONE: (760) 574-3203 E-MAIL: raliserr@gmail.com

*Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.*

.....

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I should be appointed because I have been  
a resident of the Coachella Valley all my life.  
I work for a local school district and  
have a strong understanding of the needs  
of our residents.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The objective of the Commission is to  
provide effective operations and to  
serve the city and its residents  
fairly. One of the goals is to address  
the future needs of our community.

3. What special qualities can you bring to the Commission?

I am a resident of the City of  
Coachella for the last 23 years. I  
have a strong understanding of what  
our community needs.

**ITEM 9.b.** <sup>LA</sup>  
**ATION COMMISSION APPLICATION**

4. Do you have any questions or comments about the Commission's structure or functions?

I would love to develop a deeper knowledge on all matters related to the Commission.

5. What roles or involvement have you had in sports leagues? Please identify the league(s), if any, of which you have been a member or parent.

La Quinta AYSO - team mom, coach  
 Indio High School Girls Soccer - team mom  
 Club Soccer - Palm Springs - team mom  
 Coachella Valley Adult Soccer League - fundraiser -  
 Desert Recreation - basketball mom, karate mom

6. Other comments and/or ideas as to how you as a member of the Parks and Recreation Commission could benefit the City of Coachella.

As a Desert Sands USD employee, I am in daily contact with parents and students and have a strong understanding of what our community needs.

Aburto 5- -19  
 Signature Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

Andrea Carranza  
 Deputy City Clerk  
 City of Coachella  
 1515 Sixth Street  
 Coachella, CA 92236

*(Revised 04-10-2019)*



**ITEM 9.c.**





**STAFF REPORT**  
**6/26/2019**

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

**FROM:** Jacob I. Alvarez, Assistant to the City Manager

**SUBJECT:** Sponsorship Request by the 2019 Official Latino Film and Arts Festival

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a reimbursement based Sponsorship to the Official Latino Short Film and Festival in Coachella which will be held in October or early November of 2019:

1. In the requested amount of \$50,000; or
2. In same amount to last year's event of \$20,000; or
3. In a different amount specified by City Council

**BACKGROUND:**

As you may recall the Official Latino Short Film and Arts Festival (OLSFF) is a three day film festival event that will take place in the City of Coachella. This year's theme is "Stereotypes End Here". For many years Latinx Filmmakers and Filmmakers of Color have been writing, directing, producing short films in the United States, but these filmmakers have struggled to get attention or recognition. In addition, OLSFF is still promoting storytelling that abandons traditional Hollywood Latinx stereotypes. At the OLSFF, they focus on inclusivity and diversity and bring that awareness to Hispanic Heritage Month as well as celebrate Filmmakers from all different backgrounds.

In 2015, due to the lack of Latino representation in Hollywood films and TV shows, filmmaker Mr. Danny Hastings created the Official Latino Short Film Festival (OLSFF). OLSFF's mission is to showcase, nurture, and support the emerging creative American Latino filmmaker in the United States as well as supporting films and filmmakers that showcase true American Diversity by the inclusivity in their films. Over the past three years, the OLSFF has been held in New York but the creator Mr. Hastings wanted to move the Festival to the West Coast and identified the City of Coachella as a potential venue.

# ITEM 9.c.

## DISCUSSION/ANALYSIS:

This 4<sup>th</sup> Annual three day Festival will have an Art Exhibition, screen more than 100 short films, conduct Industry Panels, Music Performances, Filmmaker Workshops during four days that concludes the festivities with an award ceremony (awards \$6,500 in cash prizes) and a closing party.

Mr. Hastings has approached the City of Coachella again for a lead sponsorship of \$50,000 and is requesting the use of the New Library and Veteran's Park for Film Screenings which he expects 150-200 attendees per screening and an Award Ceremony with 300 attendees. Based on the attendee counts, the City may also be required to block off streets but that has yet to be determined.

It is also understood from the Festival creator that like last year Riverside County EDA will also provide a \$5,000 sponsorship. That leaves the OLSFF approximately \$5,000 left to fundraise for the \$60,000 Festival. Should the City Council decide to sponsor this first time event, staff is recommending that the funding be provided on a reimbursable basis.

Official Latino Short Film and Arts Festival Budget, Awards, Schedule and Submission Criteria:  
OPERATIONAL COST:

Pre-Festival Production- \$20,500  
Festival Production- \$19,000  
Post-Festival Production- \$9,000  
Subtotal- \$48,500  
15% Mr. Hastings Production Fee- \$7,275  
Cash for award Winners- \$5,000  
Total: \$60,775.00

\*\*\*Detailed Breakdown is provided in Exhibit 2.

The Awards:

\$2,000 Grand Prize for Best Official Latino Short Film  
\$1,000 Award for Best International Short Film  
\$1,000 Award for Best American Diverse Short Film  
\$500 Award for Best Short Film Script | NEW  
\$500 Award for Best Latino Art | NEW

FILM SUBMISSION CRITERIA:

All films created in the United States submitting for the following categories: U.S. Drama, U.S. Comedy, U.S. Documentary, U.S. Exceptional Artistry (Animation/Stop Motion/Experimental), U.S. Music Video, U.S. Webisode, U.S. Sketch Comedy, U.S. Video Blog and U.S. Out of this World Award (Horros and SCI-FI) will compete for the GRAND PRIZE of \$ 2,000.00.

These films must be written, directed or produced by an American Latino or Latina filmmaker and must feature at least one Latino or Latina LEAD actor, but the content should not be limited to the Latino culture. All Films produced outside of the United States can only submit for the "CORTOMETRAJE INTERNACIONAL" Category.

# ITEM 9.c.

All Films submitting for the “AMERICAN DIVERSITY” category must be created in the United States and should be written, directed or produced by filmmakers of any race, ethnicity, sexual orientation, gender identification, people over 40 and/or individuals with disabilities and should reflect a cast from a diverse background.

The short films submitted should be recorded and edited on 720 or 1080 HD format. The length of the films should be no shorter than 3 minutes and no longer than 45 minutes. Short films must have been produced between January 1, 2017 and July 2019.

Participants, who have previously submitted a short film to the OLSFF festival, can submit it again this year. Filmmakers can submit multiple entries throughout the Festival’s various categories. Previous winners of the OLSFF cannot re-submit the same ‘winning’ films, but can submit new work.

OLSFF is only accepting online submissions through FilmFreeway. OLSFF will not accept DVD’s and they will not be reviewed.

Participants submitting short films do not guarantee screening or acceptance. A notification of acceptance will be sent by written email from the Official Latino Office. Submission fee is non-refundable.

#### **AGE REQUIREMENTS:**

U.S. filmmakers must be 14 and older. All U.S. filmmakers under the age of 18 must include the contact information for a parent/guardian. Filmmakers outside of the U.S. submitting short films for the International category must be 18 and older

#### **FISCAL IMPACT:**

If the City Council approves the staff recommendation, the \$50,000 will be withdrawn in a reimbursement basis from the General Fund Reserves for the Fiscal Year 2019-20

#### **EXHIBIT(S):**

1. Official Latino Film and Arts Festival – Presentation Slides
2. Official Latino Film and Arts Festival - 2018 Expenses





Vendor	Description	COST
Awards Plus	Acrylic Awards	\$ 1,224.21
Your Logo Tags	All Access Pass Laminates/Dogtags	\$ 276.36
Allesig Group	Step and Repeat	\$368.50
A.V. Rental Services	Rental of Projector and Projectionist fee	\$6,032.00
STAPLES	Promo Flyers   Pre Festival	\$209.99
STAPLES	Promo Flyers   Pre Festival	\$159.00
ANGEL RICHARD AYALA	Contractor   PHOTOGRAPHER	\$1,000.00
CULTURAS Y MUSICA	Donation to NON-PROFIT Exhibition of local Artist	\$1,500.00
AIRBNB TRAVEL	Hospitality for Filmmakers that couldn't afford it	\$1,000.91
AIRBNB TRAVEL	Hospitality for Filmmakers that couldn't afford it	\$666.11
CESAR VARGAS	Contractor   4 DAY VIDEO COVERAGE + EDITING	\$3,000.00
Budget	Transportation   Rental Car for Danny Hastings for 2 weeks	\$1,230.12
TRAVELOCITY	Hospitality for Filmmakers that couldn't afford it	\$310.79
TRAVELOCITY	MICHAEL DIAZ   AWARD RECIPIENT	\$249.80
TRAVELOCITY	MARCOS SOTOMAYOR \ SOCIAL MEDIA INFLUENCER	\$249.80
TRAVELOCITY	HOTEL FOR ALEJANDRO MONTOYA \ EL REY NETWORK PANELIST	\$161.81
TRAVELOCITY	FLIGHT FOR ALEJANDRO MONTOYA \ EL REY NETWORK PANELIST	\$555.60
TRAVELOCITY	HOTEL FOR ANIKE TOURSE	\$93.39

# ITEM 9.c.



Vendor	Description	COST
TRAVELOCITY	HOTEL FOR SCARLET URBANO	\$93.39
TRAVELOCITY	HOTEL FOR FILMMAKERS	\$75.04
TRAVELOCITY	MICHELLE MARTINEZ   WINNER OF FESTIVAL	\$509.59
BANK STATEMENT   CANYON COPY & PRINT	FLYERS	\$163.13
BANK STATEMENT   CANYON COPY & PRINT	POSTERS	\$190.31
BANK STATEMENT   CANYON COPY & PRINT	BANNERS	\$184.88
BANK STATEMENT   SAMMY'S CAMERA	BLACK MATERIAL TO BLACK OUT PROJECTION ROOM	\$249.47
BANK STATEMENT   MICHAELS	ART SUPPLIES	\$99.90
BANK STATEMENT  BLICK ART MATERIALS	FRAMES FRO GALLERY EXHIBIT	\$265.56
BANK STATEMENT   CANYON COPY & PRINT	BOOKLETS FOR FESTIVAL	\$1,114.68
BILL SANCHEZ	CONTRACTOR   Producer	\$500.00
MAYRA SANCHEZ	CONTRACTOR   Co-Producer	\$500.00
MARCOS SOTOMAYOR	CONTRACTOR   SOCIAL MEDIA MANAGER	\$500.00
MARK SANTANA	CONTRACTOR   PRE-FESTIVAL FILMS PREP	\$500.00
FRANKIE QUINONES	CONTRACTOR   FESTIVAL HOST	\$300.00
DAVID IRELAND	CONTRACTOR   POSTER DESIGN	\$324.75
COLOR WERKS 01	PHOTO STUDIO FOR POSTER	\$200.00
COLOR WERKS 02	PHOTO STUDIO FOR POSTER	\$200.00
Michelle Martinez	Award Winner	\$2,000.00





Vendor	Description	COST
Kristian Mercado	Award Winner	\$1,000.00
Krista Boarin	Award Winner	\$1,000.00
Danny Trejo	Contribution To Danny Trejo Appearance	\$1,000.00
Estimated Miscellaneous Expenses without Receipts	Meals, Gas, Perdiems, Support to Staff.	\$750.00
Facebook Campaign		\$1,000.00
<b>TOTAL</b>		<b>\$ 31,009.09</b>



# OFFICIAL LATINO

F I L M   A N D   A R T S   F E S T I V A L

OCTOBER 11 - 14  
CITY OF COACHELLA  
OFFICIALLATINO.COM



-431-



THE FIFTH ANNUAL

# OFFICIAL LATINO

F I L M   A N D   A R T S   F E S T I V A L

2018 RECAP  
2019 SPONSORSHIP DECK

ITEM 9.c.



**Nurturing and supporting the  
Latino + Diverse Communities  
of Filmmakers and Artist in the U.S.  
since 2015**



Page 4 - 22	2018 RECAP
Page 23	2019
Page 24	Introduction
Pages 25	What Works
Page 26	What Doesn't Work
Page 27	2019 Events
Page 28	How Does Our Festival Work
Page 29 - 32	2019 Run of Show
Page 33 - 39	Sponsorship



RECAP OF OUR LAST YEAR

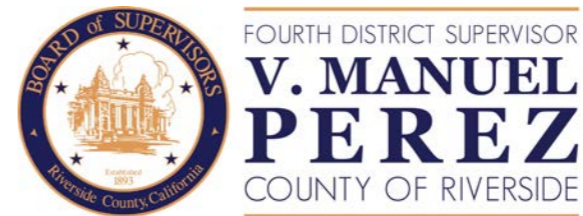
**PLAY VIDEO: <https://vimeo.com/298443520>**

2018 SPONSORS

TITLE SPONSORS



SILVER SPONSORS



PARTNERS AND SUPPORTERS



# HIGHLIGHTS

- **128 national films** screened during the Coachella finals
- **75 local films** screened in New York during the semifinals
- **1,200** people attended Coachella finals | **13** screenings/**4** days.
- **900** people attended New York semifinals | **10** screenings/**3** days
- Provided **\$5,000** in awards Grants to Winners





# TOP WINNERS



**Michelle Martinez**  
Director of Hit Me Up

**WINNER OF BEST SHORT FILM  
GRAND PRIZE \$2,000.00**

Watch Movie Here: <https://vimeo.com/293450166/b4f5385a14>



**Christa Boarini**  
Director of Maradentro

**WINNER OF BEST INTERNATIONAL  
SHORT FILM I \$1,000.00**

Watch Movie Here: <https://vimeo.com/293450166/b4f5385a14>



**Kristian Mercado**  
Director of Pa' Lante

**WINNER OF AMERICAN DIVERSITY  
AWARD I \$1,000.00**

Watch Movie Here: <https://youtu.be/LiIVDjLaZSE>

# RECAP 2018

We awarded **\$1,500** to Culturas + Musica a Coachella non-for profit organization to promote local Artist in the community.

-438-



Culturas + Musica brought the Dance Group for the Opening Night  
**Circulo Azteca Citlalttonac**



# Special Recognition to Community Trailblazers and Celebrities



**Danny Trejo**  
Recipient of the  
OFFICIAL LATINO  
TRAILBLAZER AWARD



**Harold Cannon-Lopez**  
Recipient of the  
OFFICIAL LATINO  
Lifetime Achievement  
Award



**Tina D'Marco**  
Recipient of the  
OFFICIAL LATINO  
Avant-garde Award

-439-

# RECAP 2018

## Actors, writers and supporting team took home awards too



-440-

## Celebrities Attended



**Allen Maldonado**  
Blackish  
Last O.G.  
Straight Out of Compton



**Danny Trejo**  
Machete  
Dusk til Dawn  
HEAT



**Carlos Carrasco**  
Speed  
Blood In, Blood Out  
Star Trek  
Parker



**Gino Vento**  
Bloodline  
The Deuce  
Last O.G.  
Mayans



**Juan Salazar**  
Musician  
100k Followers



**Frankie Quiñones**  
Cholo Fit  
466k Followers

-441-

# Opening Night | Women in Film Las Jefas | The Bosses

We screened 13 New Films Produced and Directed by Women



-442-

**This has become our tradition to open the film festival with our leading ladies in film**

## Local Youth in Film In Partnership with



DIGICOM Learning was granted a time slot in the Official Latino Film Festival to showcase Latino student films from the Coachella Valley. The Official Latino Film Festival provided us a platform to celebrate these films in front of an audience of local government officials, student filmmaker, family members, academic administrators, and students from the East Coachella Valley who were curious about what DIGICOM Learning can accomplish in K-12 classroom. Having that audience hear from the student filmmakers and learn how a program like this can change the course of their lives was a fantastic opportunity that we wouldn't otherwise have in the East Coachella Valley.



-443-

# THE LGBTQ BLOCK

We screened 12 New Films Produced and Directed by our Latinx LGBTQ community



-44-

Scene from "Call Me Daddy" winner of 2019 Official Latino Comedy



We couldn't champion about diversity and inclusivity without supporting and including all of our brothers and sisters in the festival, and by that we mean "ALL". - Danny Hastings





## All of our screenings had a Q & A.

We had 13 Q & A's with all of our filmmakers and actors engaging with the audience. A Special Panel and screening was sponsored by El Rey Networks where we screened a new episode of "A Rebel Without A Crew" TV show and cast member Alejandro Montoya join the inspiring conversation and show his filmmaker reels.



Journalist Cesar Vargas moderating the El Rey Networks panel with Alejandro Montoya

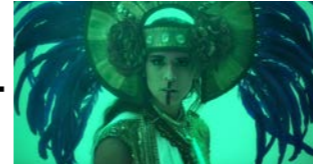


This is a perfect opportunity for Networks to engage with our community of filmmakers.

# Music Video Competition

This is a perfect opportunity for a Music Platform to engage, nurture and support indie musicians and filmmakers directing and producing music related content.

Femina-X - Black Tongue directed by Diego Lozano



<https://youtu.be/ewwMhUtv3bs>

SON OF NONE – NOTTINGHAM directed by Jacob de la Rosa



<https://youtu.be/A5tHHQ5SN1U>

Pa'lante by Hurray For The Riff Raff directed by Kris Mercado



<https://youtu.be/LiIVDjLaZSE>

FAITHLESS TOWN - CITY OF GHOSTS directed by Gene Owens



<https://youtu.be/R9uWTtJyP6s>

Ignorance is Bliss directed by Regina Gomez



<https://youtu.be/EqferH-9ykY>

Trevian - Till They're Back directed by Matthew Baquero



<https://youtu.be/pGthtHxrUr4>

Your Sin by Cody Carrera directed by Cody Carrera



<https://youtu.be/MpUeDdUJNdY>

-446-

WINNER

## IG QUICKIES & NEW MEDIA CONTENT COMPETITION

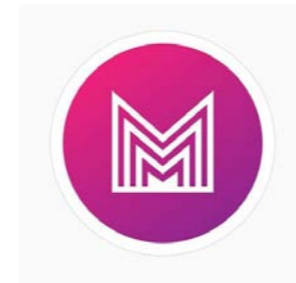
This is a perfect opportunity for a Social Media Platform to engage, nurture and support indie content creators and filmmakers directing and producing their social media content.

### PREVIOUS NOMINEES AND WINNERS



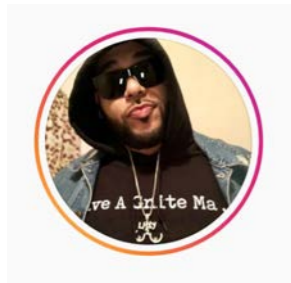
chicklet.hf  Following  

1,136 posts   2.8m followers   782 following



masmejor  Follow  




692 posts   24.8k followers   1,934 following



kenstarrz Following  




703 posts   228k followers   1,810 following



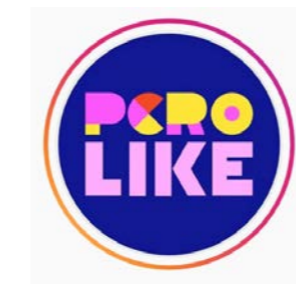
wearemitu  Following  




6,771 posts   526k followers   150 following



lifeofmoco  Following  

1,789 posts   270k followers   2,365 following



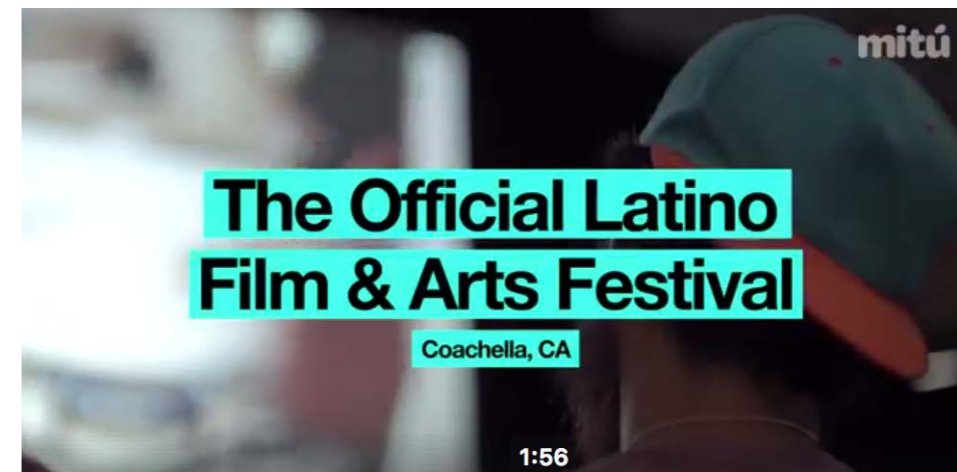
perolike  Following  

368 posts   228k followers   281 following

-447-

# 2018 PRESS

Click on the images to see our interviews



-448-

DESERTSUN.COM | SATURDAY, OCTOBER 13, 2018 | 5A

## Women

Continued from Page 3A

launched the festival in 2014 when he noticed the lack of Latino representation in Hollywood. He used FilmFreeway to search for projects written, directed and produced by Latino, that featured a Latino actor.

"It's the same story over and over again," Hastings told The Desert Sun. "Our content — to the Hollywood green-lighters, which are all white — is often too Latino...or not Latino enough."

A 2017 study conducted by the Directors Guild of America revealed that in spite of high-profile films, such as "Wonder Woman," showcasing a female at the helm of said project, Hollywood remains predominantly white and male.

"Las Jefas" block includes a variety of films created by women, ranging from "Why I Fight," a production about Latinas overcoming hardships by Anna Yeager to "Ignorance Is Bliss" by Regina Gomez, about a woman who has a dream that a witch casts a spell on her...but is it really a dream?

Hastings received 500 submissions the first year. That was all he needed to understand that there was, indeed, a need for representation.

One problem, Hastings said, is the misconception others have of what it means to be Latino. If you're not speaking Spanish, you're seen as not authentic enough, but the community is evolving, Hastings added, and many Latinos don't speak Spanish because although their families originate from Mexico, the Dominican Republic, Guatemala or wherever the case may be, they are fourth generation.

Culturas Music and Arts, a Coachella non-profit teamed up with Official Latino for an art exhibition preceding the film festival as well as a special musical guest performance. Also featured, a panel discussion hosted by top industry executives, Latino filmmakers and actors.

Official Latino is made up of 12 movie blocks and runs through Oct. 14 with tickets ranging from \$12 per block to a \$35 pass for the entire festival.

**Planning to attend?**

**When:** Oct. 11 to Oct. 14  
**Where:** Coachella Library, 1500 6th St, Coachella

For a schedule of the movie blocks, trailers and tickets, visit: OfficialLatino.com

Geraldine Estevez reports on social trends for The Desert Sun. Story ideas? Reach her at (760) 218-2427 or Geraldine.Estevez@DesertSun.com. Follow her @TheWriteWoman.

**Latino filmmakers Marc Reign, Blake Vaz and Scarlett Urbano hit the Official Latino red carpet.** GERALDINE ESTEVEZ/THE DESERT SUN

**Motorcycle** Mongols have had plenty of run-ins with the law over the years. gols' largest rival. The suspect in the murder. Joshua Herbert, denied being at the Hilton in Palm Springs and the neighboring Agua Caliente Spa Resort

# 2018 RECAP

Our festival has been covered by top bloggers, latino podcast, websites and networks.  
Click on the images to view and read interviews.



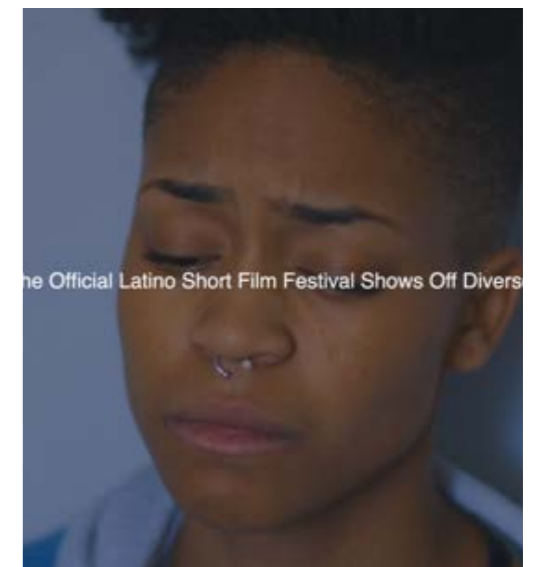
Tiempo Interview on ABC



Telemundo



Eyewitness News on ABC



Remezcla Profile

Click on link to read interview:

[THE UPTOWNER](#)

[REMEZCLA](#)

[LATINA MAGAZINE](#)

[THE UPTOWN COLLECTIVE](#)



Giant on the Move

Official Latino Short Film Festival:  
Russell Simmons, 5 Pointz,  
Standing Rock and more



Birthplace Mag



The Ivy Rivera Show


ITEM 9.C.

-449-

**TOP VIDEO Reached 40 K  
with Sponsor logos.  
Click on Image to view video**



-450-



[HTTP://WWW.OFFICIALLATINO.COM/SCHEDULE/](http://www.officiallatino.com/schedule/)  
**Official Latino Film and Arts Festival |  
October 11 - 14 | Coachella, CA** [Shop Now](#)

**38,295** People Reached      **1,136** Engagements      [Boost Again](#)

Boosted on Oct 7, 2018      Completed  
By Danny Hastings

People Reached	<b>31.7K</b>	10-Second Video Views	<b>4.7K</b>
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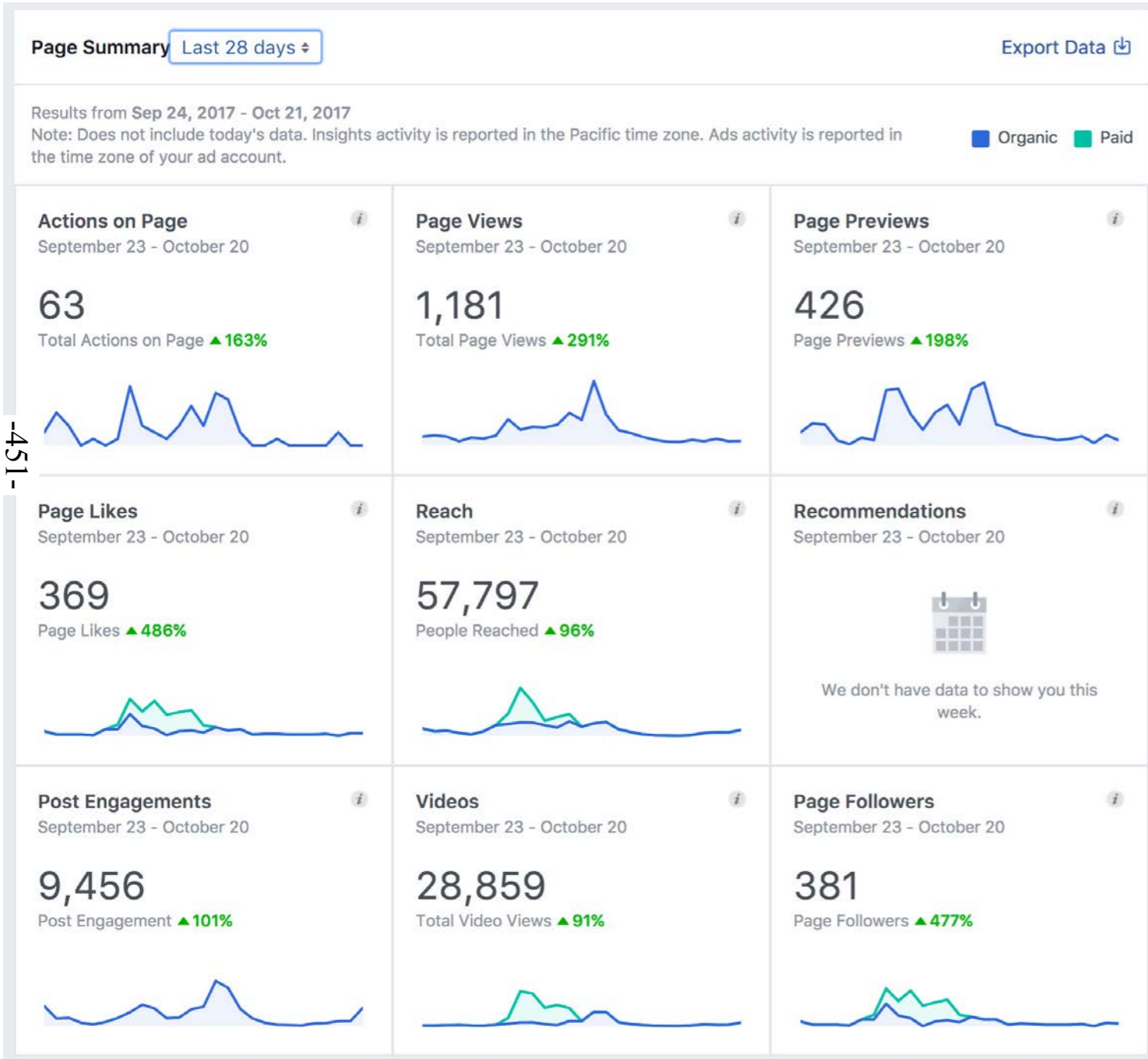
[View Results](#)

👍❤️😄 116      5 Comments 78 Shares 15K Views

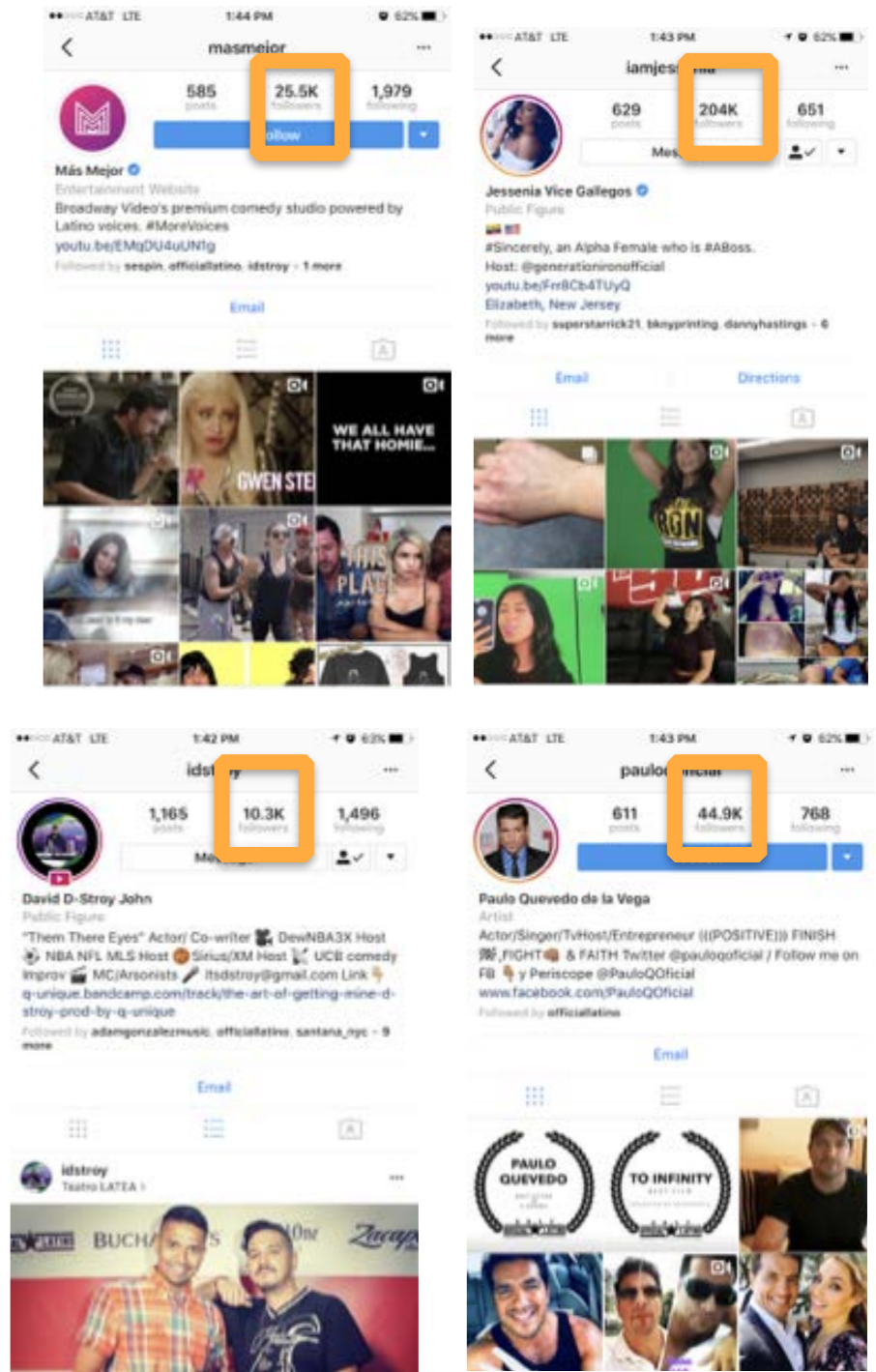
[Like](#)      [Comment](#)      [Share](#)      🌐

# 2018 RECAP

## FACEBOOK PAGE SUMMARY



Our Influencer Friends shared our posts to over 250K to their followers on IG



-451-

ITEM 9.c.

# 2018 RECAP

## POSTERS, FLYERS, BANNERS, BOOKLETS, WEBSITE, VIDEOS

Flyers, posters and banners were distributed in key latino neighborhood, business and festival partners locations all with permission from the local businesses.



-452-





## What our filmmakers are saying (78 Reviews):

Source: <https://filmfreeway.com/OFFICIALLATINOFILMFESTIVAL> (Bottom of the page)

**Melissa De Leon**

I loved this festival! This was one of the festivals that I hoped my film would show at and was super excited when I got in. The festival director was good with communication and kept us posted on what was going on. I liked the selection of films. They had different stories and were diverse. They had blocks like Las Jefas, LGBT, Horror, etc. What I also loved was that it was a festival catered to Latinos which was awesome and it felt great to watch films from people who look like me. It was empowering.

**Tanya Fairfoot**

This is a great opportunity for all filmmakers: beginners and seasoned alike. Coachella is the perfect location. Danny Hastings is encouraging and inclusive. He makes this festival feel like "our" festival

**William Saint Crow**

Such an amazing experience! Super professional, amazing place to network and build relationships. I'm very thankful to have been a part of it.

**Jezabel Montero**

One of the best festivals I've ever been a part of. All were extremely communicative and promotions were on point. I would definitely recommend this festival.

**A.P. Gonzalez**

I can't say enough about the value of this relatively new festival -- lots of really good films, super hospitable people and even phone communication. I can only see the festival -- both in New York and Coachella -- grow in importance, especially since Danny Hastings strongly believes in screening films from a Latinx POV, not merely feeding us the tired stereotypes we get from Hollywood. Congrats to the @Official Latino Short Film Festival. Que Viva!

**Reiko Aylesworth**

A really outstanding and expanding festival. I felt a real love and dedication to the film making and to the Latinx community. The screening in Coachella as well as NYC made this twice as valuable for us. I was proud and grateful to be a part of it and have our lead actress (and writer) Tanya Perez nominated for best actress in a comedy. Great experience.

# 2019

**“Stereotypes End Here”**

# 2019 | INTRODUCTION



**Hispanics go to see more movies than any other demo in the U.S. per the Motion Picture Association of America, yet we are the least represented demographics in big studio films and TV series.**

**Official Latino was founded to help change this misrepresentation by investing early in our emerging Filmmakers and get them to Network with the thriving Diverse Community of Cinema.**



# 2019 | WHAT WORKS

## SUPPORT

Portion of our sponsorship dollars become grants for our filmmakers

## NETWORKING

Meeting other filmmakers alike promote partnering in future projects

## MENTORSHIP

Veterans in the Industry support and nurture emerging filmmakers

## COLLABORATION

Working together changes and promotes positive images of Latinos in the Industry

-456-

**On Photo:**  
**Danny Trejo | Legendary Actor**  
**Michelle Martinez | Winner of the 2019**  
**Official Latino FF**  
**Danny Hastings | Festival Founder**



# 2019 | WHAT DOESN'T WORK

**We have recognize that the biggest problem with Latino Film Festivals in the U.S. is their focus on bringing International Latino Films from Spain and other Spanish speaking countries. The international Latino Film Festivals fail at making an impact in the U.S. Latino community. It does NOT work. Latino Filmmakers from other countries, come for their screening, pick up an award and/or prize money and leave back to their country, leaving very little impact in our American Latino community.**

**No room for networking, No room for mentorship or even and immediate domestic or local connection with the sponsors of the festival.**



**NEW YORK  
ATLANTA  
SAN ANTONIO  
LOS ANGELES  
COACHELLA**

-458-



**Join The Conversation**

# 2019 | HOW DOES OUR FESTIVAL WORK?

**During the Semi-Final Screenings we screen local films in four markets.**

**New York City - June 24 & 25**

**ATL - July 8 & 9**

**San Antonio - July 15 & 16**

**Los Angeles - July 22 & 23**

**Our judges pick the best of the Semi-Finals and move the films to the Finals and Award Ceremony during Hispanic Heritage Month for a big celebration.**

**Coachella, CA**

**OCT 11 - 14, 2019**

-459-



**We screen 70% Latino Films and 30% films from the American Diverse Communities  
Our crowd is 70% Latino, 30% African American + Caucasian  
95% American, 5% International**

### FROM THE SEMI-FINALS TO THE CHAMPIONSHIP

#### Semi-Final Screenings

New York City - June 24 & 25

ATL - July 8 & 9

San Antonio - July 15 & 16

Los Angeles - July 22 & 23

#### Finals and Award Ceremony

Coachella, CA

OCT 11 - 14, 2019



Last year we had the semi-finals in New York City and the finals in Coachella. We discovered that everyone enjoys the semi-final screenings because of the local networking. This year we are doing NYC, L.A., San Antonio and Atlanta for our Local Semi-Finals and Finals in Coachella



# COACHELLA

## 2019 | RUN OF SHOW

### FINALS SCREENINGS, STEP & REPEAT, INDUSTRY PANELS, MUSIC PERFORMANCES, ART GALLERY SHOW, GALA AND AWARD CEREMONY

THU OCT 11	FRI OCT 12	SAT OCT 13	SUN OCT 14
<b>6:00PM   OPENING NIGHT</b>	6:00PM - 8:00PM	1:00PM - 3:00PM	1:00PM - 3:00PM
<b>GALLERY ART EXHIBITION</b>	SCREENINGS	SCREENINGS	SCREENINGS
<b>SCREENING</b>			
<b>8:00PM   OPENING NIGHT</b>	8:30 PM INDUSTRY PANELS	4:00 PM - 5:30 PM INDUSTRY	3:00PM - 5:00PM
<b>MUSICAL PERFORMANCE</b>		PANEL	SCREENINGS
	9:30PM - 11:00PM	6:00PM - 8:00PM	5:00PM - 8:00PM
	SCREENINGS	SCREENINGS	SCREENINGS
	11:00PM - 1:00AM	8:00PM - 10:00PM	<b>8:30PM - 10:00PM</b>
	AFTER PARTY	SCREENINGS	<b>GALA AND AWARD</b>
		10:00PM - 12:00AM	<b>10:00PM - 1:00AM</b>
		SCREENINGS	<b>CLOSING PARTY</b>

-461-



## NOCHE DE GALA | AWARD CEREMONY

Celebrating our Fifth Anniversary with a Black Tie “Noche de Gala” Event

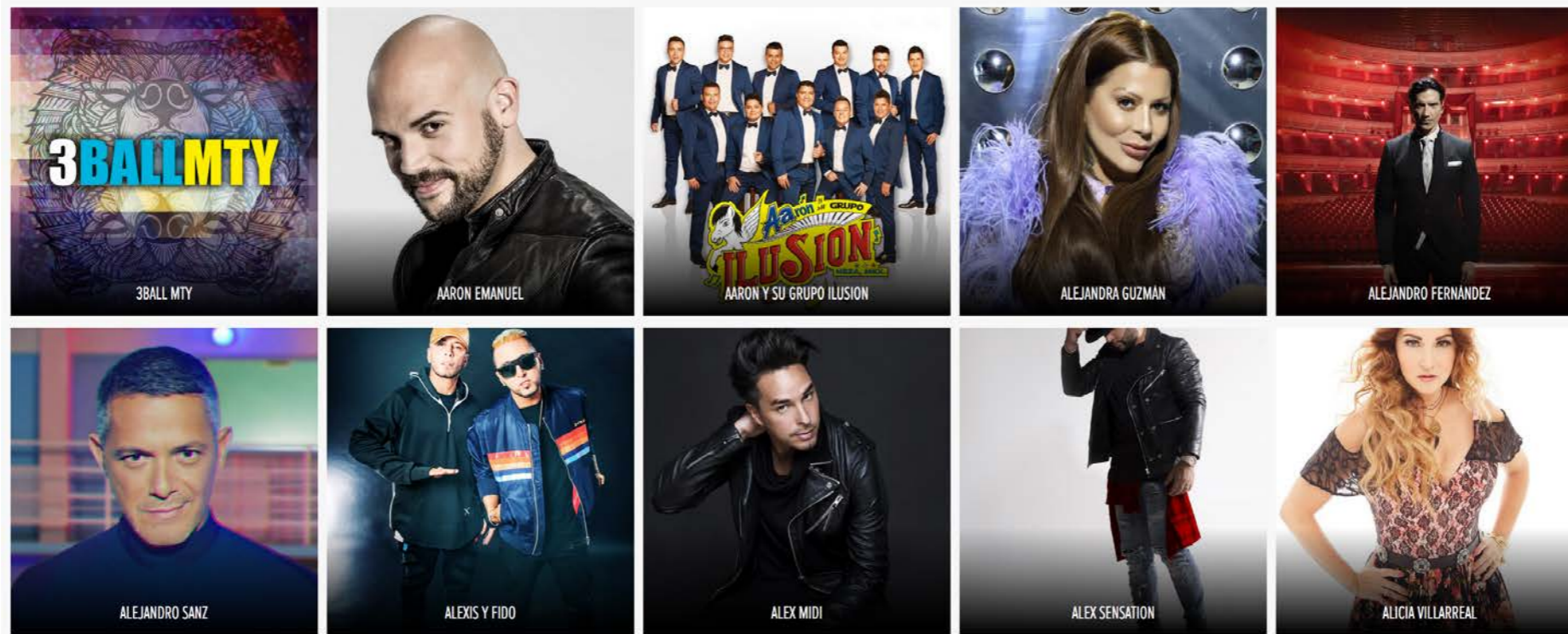


-462-

## Music Provided by



UNIVERSAL MUSIC  
LATIN ENTERTAINMENT



**THE OFFICIAL LATINO ARTS AND FILM FESTIVAL** offers a select group of brands and organizations that exhibit a passion and connection to the arts and innovation with multiple touch points in which to play a leading role in front of a highly diverse demographic. Positioned to be one of U.S. top cultural events during the year, your company can choose or create activation opportunities suitable from an intimate group to a large and diverse audience.

### Benefits of Sponsorship

Promotional value, broad access and brand integration distinguish our partnerships, which are custom designed to maximize your investment through activation across multiple platforms including print, digital, mobile, social and broadcast. Category exclusivity and multiple branding/naming opportunities are among the added-value benefits we're pleased to make available.

-464-



## NAMING RIGHTS & BRANDING

- ✓ Category Exclusivity/Title Presenter: [Your Brand Presents: The Official Latino Arts and Film Festival]
- ✓ Logo inclusion on all promotional materials
- ✓ Opportunity to incorporate custom activation at existing Festival events (i.e., panel, luncheon, dinner, etc.)
- ✓ Award Presenter. Logo engraved in physical award given to the top winners
- ✓ Main Sponsor on All National Activations.

## MARKETING (PRE and DURING FESTIVAL)

- ✓ Website: Company logo listed on Festival website
- ✓ Program Guide: One full-page color ad in the Festival digital program guide
- ✓ Inclusion and activation within two existing Festival events (i.e., panel, dinner, awards ceremony) as well as include brand executives within the event
- ✓ :30-second Pre-film Brand Advertisement
- ✓ Red Carpet Film Sponsor
- ✓ Festival Award Sponsor

## FESTIVAL HOSPITALITY

- ✓ 10 VIP Sponsor passes allowing access to all Official Festival events
- ✓ 1 Table at the GALA AWARD CEREMONY

## SAMPLING & MERCHANDISING

- ✓ Logo on Festival passes and lanyards worn by all attendees
- ✓ Right to a sampling table (approximately 8 ft.)
- ✓ Right to include one (1) promotional item in attendee gift bag
- ✓ Right to include one (1) premium item in the VIP gifting program

## VIDEO COMPONENTS

- ✓ Interviews with filmmakers branded video, for sponsor to use in their social media.
- ✓ Logo included on all Promo Commercials for the Festival
- ✓ Logo included on all Post Video ReCaps

# TITLE SPONSOR

**\$ 50,000.00**

ITEM 9.C.

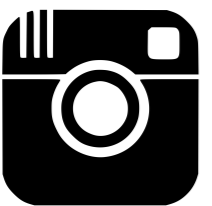
-465-



**<http://officiallatino.com/>**



**<https://www.facebook.com/officiallatinoshortfilmfestival/>**



**<https://www.instagram.com/officiallatino/>**



**<https://twitter.com/officiallatino>**

THE FIFTH ANNUAL

**OFFICIAL**  **LATINO**

F I L M   A N D   A R T S   F E S T I V A L

**FESTIVAL DATES: OCTOBER 11-14, 2019  
COMING TO COACHELLA, CA**

**[www.officiallatino.com](http://www.officiallatino.com)**

**Presented by  
Danny Hastings and  
Official Latino LLC**

**Contact: (917) 375 5351  
Email: [info@officiallatino.com](mailto:info@officiallatino.com)**

**ITEM 9.c.**

-467-







ITEM 9.d.





**STAFF REPORT**  
**6/26/2019**

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

**FROM:** Jacob I. Alvarez, Assistant to the City Manager

**SUBJECT:** Sponsorship Request for the 3rd Annual East Coachella Valley LGBTQ Pride Festival.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Sponsorship to the East Coachella Valley Pride for their 3rd Annual East Coachella Valley LGBTQ Pride Festival that will take place on Saturday, October 26, 2019 at Veteran's Park from 2-7:00pm:

1. In the requested amount of \$12,000; or
2. In a different amount specified by City Council

**EXECUTIVE SUMMARY:**

As you may recall, at the last City Council Meeting representatives of East Coachella Valley Pride provided a presentation on their up and coming 3<sup>rd</sup> Annual East Coachella Valley LGBTQ Pride Festival. They discussed the need for an event like this in the Eastern Coachella Valley to allow those want to participate and/or support the event and the need to have it in our community and the need to have places of acceptance. The 3<sup>rd</sup> Annual East Coachella Valley LGBTQ Pride Festival will take place on Saturday, October 26, 2019 at Veteran's Park from 2-7:00pm:

This is a free community youth led pride event which will cultivate leadership, community advocacy, and support groups. They will have approximately 10 local vendors, 26 diverse local and national organizations, local and international performers, and they expect approximately 1000 attendees. The City did not have any issues with the past two Pride festivals and they were well attended.

The East Coachella Valley Pride presented a \$16,118 budget and requested a \$12,000 sponsorship.

**FISCAL IMPACT:**

If approved there will be a \$12,000 impact to the City's General Fund (Reserves).





▲

# EAST COACHELLA VALLEY PRIDE

▼

*Feria de Recursos LGBTQ+ Familia*

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SPONSORSHIP REQUEST CITY OF COACHELLA  
MAY 22, 2019

-473-

ITEM 9.d.

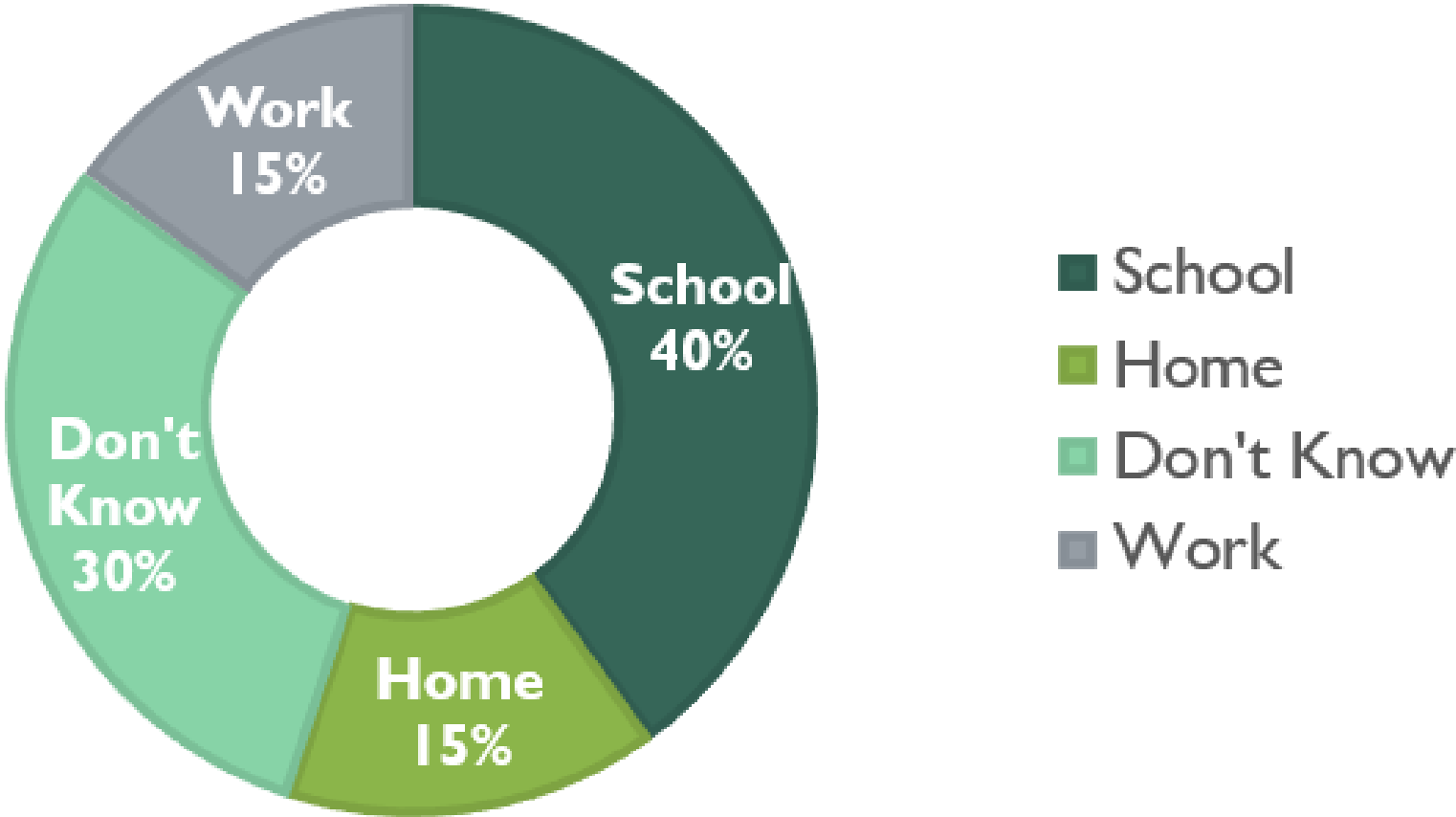
# QUIENES SOMOS? WHO ARE WE?

ITEM 9.d.

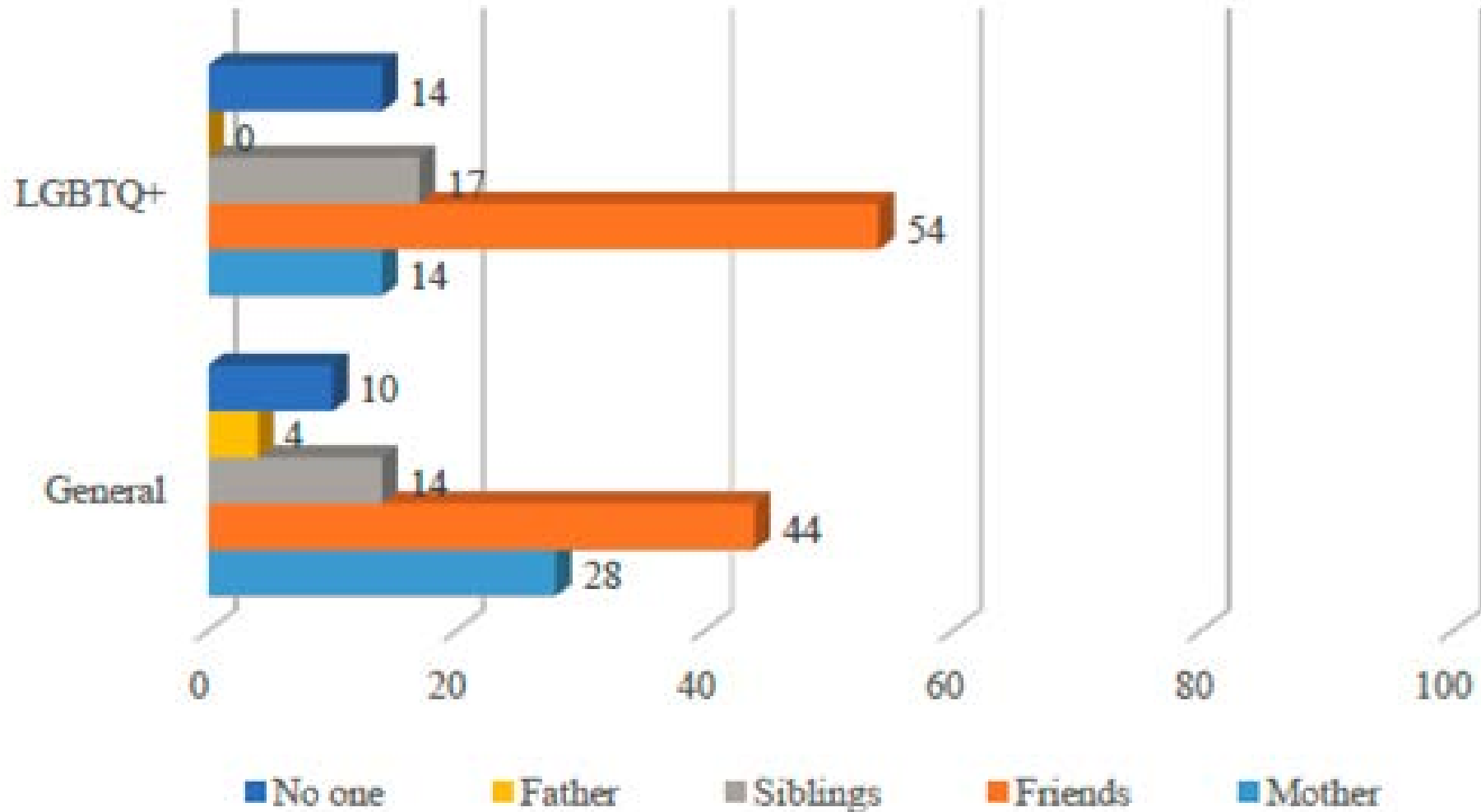
-474-



# PLACES OF ACCEPTANCE



# Emotional Support Systems for General and LGBTQ+ Respondents





# YOUTH-LED PRIDE EVENT

01

Cultivate  
leadership

02

Community  
Advocacy

03

Support Groups

-477-

ITEM 9.d.

# FREE COMMUNITY EVENT

ITEM 9.d.



-478-

# GROWING LOCAL PRIDE



-479-

ITEM 9.d.

# GROWING LOCAL PRIDE

-480-



- 10 local vendors
- 26 Diverse local and national organization
- Local and international performers
- Approximate attendance per year 1,000

Items	Budget	Notes
Marcha	\$300	Includes banner, water, megaphone, self-art banners, rainbow and trans flag
Entertainment	\$3,000	Includes cost of Mariachi Arcoiris, drag performers, and local band honorarium
Venue Fees	\$5,618.40	Includes permits from FD, Health Dept., Trash, City fees, Rentals of tables, chairs, tents, PA system, and barricades
Decorations & Art	\$1,000	Cost of flags, fans, and art installation materials
Food	\$500	For volunteers
Swag	\$2,500	Shirts & buttons
Outreach	\$700	Printing for flyers, poster, and program
Film Fest	\$2,500	New addition
Total	\$16,118	



**ITEM 9.e.**







**STAFF REPORT**  
**6/26/2019**

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

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

**SUBJECT:** Provide direction pertaining to sponsorship of the 2019 Date Harvest Fest and execution of lease agreement for Rancho Las Flores Park authorizing non-substantive changes as approved by the City Attorney.

**STAFF RECOMMENDATION:**

Provide direction pertaining to sponsorship of the 2019 Date Harvest Fest and execution of lease agreement for Rancho Las Flores Park authorizing non-substantive changes as approved by the City Attorney.

**BACKGROUND:**

Rancho Las Flores Park is used annually for large special events such as El Grito. Staff was approached by a planning team (organizer) that intends to redesign and deliver a standalone Date Harvest Festival this November 9, 2019. Based on the City's experience with El Grito the organizer would like the event to occur at Rancho Las Flores Park. The organizer has secured the California Date Commission as their Title Sponsor and initially approached the City of Coachella regarding hosting the event which eventually converted into a sponsorship interest. The event will include the following features: kid zone, food vendors featuring date plates and beverages, beer garden with date infused beverages, a museum area, main stage and VIP area; site plan below. The event is planned to occur on November 9, 2019 from 10am to 10pm and have an entrance fee of \$10.00 per person. The organizer will also be hosting a Harvest Dinner November 8, 2019 and would like to use the Coachella Library and Park for this related event.



# ITEM 9.e.

## DISCUSSION/ANALYSIS:

The available sponsorship packages are listed below. Initially when discussions with the organizer occurred, the sponsorship packages hadn't been developed but the organizer was willing in exchange for the City's assistance to recognize the City as "Hosted by (Coachella Logo)". The Title Sponsor as noted earlier is already taken. The primary difference between the Tier 1 and Tier 2 Sponsorship level is Tier 1 Sponsors are included in all TV media for the event and Tier 2 Sponsors are not. The primary difference between a Tier 2 and Tier 3 Sponsor is a Tier 2 Sponsor is listed in all banners for the event and a Tier 3 is not; both are included in social media event coverage.

<b>Title Sponsor</b>	<b>Tier 1 Sponsor</b>	<b>Tier 2 Sponsor</b>	<b>Tier 3 Sponsor</b>
\$75,000	\$20,000	\$10,000	\$5,000

Should the Council wish to provide a Sponsorship for this event staff is recommending the following in kind services:

- traffic control and signage for closure of Van Buren Street (\$3,800.00);
- lease for sole use of Rancho Las Flores Park (29 acres) from November 4, 2019 – November 11, 2019 (\$14,500);
- fee waiver for a one day rental of Coachella Library Meeting Rooms and Park for the preceding Harvest Dinner Event (\$2,624.00);
- one day use of light towers (15) for undeveloped portion of park (\$1,300.00).

Cumulatively, the above in-kind options total \$22,224.00.

All other requirements identified through the required Special Event Permit issuance, including those made by public safety, will be borne by the organizer and not provided for as in-kind services for this event. Should the City Council not support a sponsorship option the organizer is still interested in identifying its venue as Rancho Las Flores Park. The attached proposed lease agreement is for three (3) years because this provides the event stability and the organizer would like to see the Date Harvest Fest become a Signature City Event.

## ALTERNATIVES:

1. Approve City of Coachella Sponsorship of the Date Harvest Fest as a Tier 1/Tier 2/Tier 3/other level, as directed, for in-kind services identified and approve execution of proposed lease agreement for Rancho Las Flores Park.
2. Approve execution of lease agreement for Rancho Las Flores Park without in-kind sponsorships.
3. Provide alternative direction.

## FISCAL IMPACT:

If a sponsorship is supported the financial impact will be the in-kind amount at which City Council recommends; this would not have a direct negative impact on the 2019-2020 budget. If lease execution is recommended without Sponsorship interests, the action would have a positive

# ITEM 9.e.

impact to the FY 2019-2020 budget, in the amount of \$14,500 for each of the following three fiscal years: 2019/2020, 2020/2021, 2021/2022.

Attachments:

Proposed Lease

Date Harvest Fest Presentation





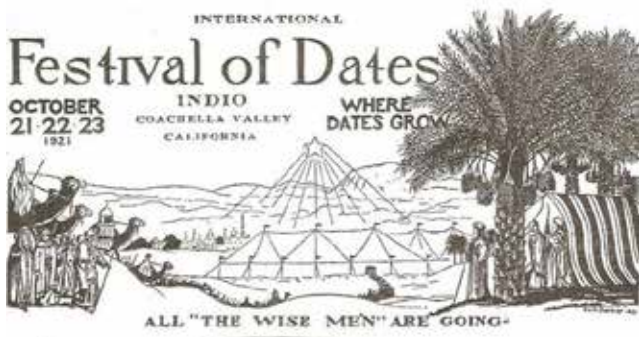
ITEM 9.e.

# THEN

The Fair started as a festival to celebrate the end of the annual date harvest in the desert region, the major commercial date-producing area in the Western Hemisphere. Dates were an unknown commodity in the desert until 1903 when date palms were transplanted there from Algeria. By the early 1920s dates became a major crop for the area. Date groves in the Coachella Valley also became tourist attractions.

With the popularity of the date gardens the idea was planted for the first Date Festival in 1921 to be held in Indio's city park. A

second festival was held the following year. Some 16 years later a third Date Festival was held, this time under the name of the Riverside County Fair and the Coachella Valley Date Festival. The Indio Civic Club, under contract from the County Board of Supervisors, sponsored the event.



-490-

# NOW

ITEM 9.e.



Held between February 15 and 24, this was the festival's 73rd year. Although dates are no longer the highlight, and the fair positions itself like any other county fair with carnival rides, livestock exhibits, and musical entertainment, the festival still incorporates curiously "Arabic" elements, which feel out of place in a region that is 71 percent Hispanic and 25 percent white, with a Muslim population in the mere hundreds.

Atlas Obscura - "Before the Music Festival..." April 16, 2019

- One date vendor
- Two date displays
- Limited grower integration
- Limited date usage and variety in food vendors



CALIFORNIA  
**dates**  
PRESENTS

**ENTRY \$10**


# DATE HARVEST FEST

**NOV 9**

LOCAL ARTISAN FOOD  
LIVE MUSIC  
DATES, DATES, DATES

**10AM - 10PM  
ALL AGES**


123 STREET NAME  
CITY NAME  
STATE 12345  
WWW.EXAMPLE.COM


Something's growing and harvest is Nov 9

It's going to be amazing! Sign up to find out when it's ready.

Email Address






# Why a Festival?

- Bring back a date-centric event
- Sense of Community
- Community over competition
- Date industry introduction to community
- Education for community and growers
- Fun





# For the Community

- 15 Food Vendors each highlighting a date dish - LOCAL FOCUSED and consistent booth look
- Max 5 Food trucks
- Main Stage with music acts
- Petting Zoo and Kids Zone
- Local holiday craft vendors

# For the Industry

- Date Commission Corner
- Local and State Agriculture (USDA, FDA, CDFA, PACA)
- Industry Networking Groups (Women in Ag, Growing CV)
- Meet the packers
- Meet the growers

# Coachella Valley Festivals

Rhythm, Wine and Brews - La Quinta

La Quinta Arts Festival - March

La Quinta Arts Foundation

Corporate Sponsor: Rabobank

Indio Tamale Festival - December

Sponsors: Fantasy Springs, Tabasco, KevaWorks, City of Indio

Attendance: 100,000+ over 2 days

5 stages of live entertainment/300+ vendors/Beer Gardens



Coachella Mariachi Festival - April

Chamber Sponsored event

Cochran Air Show - May

Sponsors: EDA Aviation, Cochran, ICAS



Dr George Car Show - February

PROMOTION/MARKETING PLAN

- Social Media
- Radio
- Billboards
- Rack Cards
- Magazine
- Newspaper

-496-



Join us in the next great Coachella Valley Festival



-497-

ITEM 9.e.



LEASE

The City of Coachella ("City"), leases to Date Harvest Fest LLC ("Lessee"), the property described below under the following terms and conditions effective November 4, 2019-November 11, 2019 (the "Effective Date"):

I. Recitals.

(a) City owns approximately 29 acres of park land in Coachella, California, which is described in **Exhibit "A"** (the "Leased Premises").

(b) Lessee desires to lease the Leased Premises from the City.

(c) Lessee intends to develop and construct a temporary event (Date Harvest Fest) on the Leased Premises.

(d) Lessee

2. Description. The premises leased hereby are located in Coachella, California, County of Riverside, California, and consist of approximately 29 acres of park land, described in **Exhibit "A"**. Said property is hereafter referred to as the "Leased Premises."

3. Term. This Lease shall be for three years and commit the Date Harvest Fest to be hosted at Rancho Las Flores for 2019, 2020 and 2021; the correspondent lease dates per year are as follows: November 4, 2019 – November 11, 2019; November 4, 2020 – November 11, 2020; November 4, 2021 – November 11, 2021.

4. Use. The Leased Premises is leased hereby for the purpose of constructing and developing a short-term event parking, on site with related improvements. The Leased Premises shall not be used for any purpose other than as specifically set forth in this Paragraph 4 without first obtaining the written consent of City, which consent may be given or withheld in the sole and absolute discretion of the City.

5. Rent. Lessee shall pay to City, unless City Council waives rent as in-kind for Event Sponsorship, as base rent for the use and occupancy of the Leased Premises, rent of Five Hundred Dollars per acre of the Leased Premises per year, for a total rent of Fourteen Thousand Five Hundred

# ITEM 9.e.

Dollars (\$14,500) per year. Said rent is due and payable in advance of October 1<sup>st</sup> each year.

6. Additional Obligations of Lessee, Lessee shall, during the term of this Lease and any extensions thereof:

(a) Observe and obey, and compel its employees, agents, invitees and those doing business with it to observe and obey all such rules and regulations of City which are now in effect or which may hereafter be promulgated; provided that such rules and regulations may not unduly interfere or conflict with the rights and privileges granted to Lessee in this Lease.

(b) Operate the Leased Premises and perform services without discrimination on the grounds of race, religion, color or national origin or in any manner prohibited by law.

(c) Provide landscaping, trash removal, and other services for the proper maintenance and repair of the improvements on the Leased Premises at its own cost and expense.

7. Approvals, Permits, Licenses and Taxes. Lessee shall secure, at its expense, all necessary approvals, permits and licenses as it may be required to obtain, and Lessee shall pay all fees and taxes levied or required by the City and any authorized public entity. These approvals, permits, licenses and taxes include, but are not limited to the following:

(a) Obtaining a Special Events Permit from the City.

(b) Compliance with all conditions of approved Special Events Permit.

(c) Approval by the City of a temporary parking, special event, and site with sale of alcohol.

(d) Obtaining an exception to the City's noise relations if special event is to exceed 10pm.

(e) Approval of a Site Work Preparation Plan by the City, which shall include clearing and grubbing, fencing, lighting, and development of a PM 10 dust control plan.

(f) Approval of Security Plan by the City, which shall include the number of security guards, phone numbers for the public to call in case of nuisances.

(g) Approval of a Traffic Safety Plan by the City.

(h) Approval of an Emergency Response Plan by the City.



(i) Approval by City Finance Department of all vendor business licenses, and approval by the State Board of Equalization of all resale permits for special event vendors.

(l) Proof of compliance with State Department of Alcoholic Beverage Control special event license for alcohol sales.

Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.

## 8. Improvements.

(a) Lessee, at its expense, shall construct, or cause to be constructed the special event site and related improvements on the Leased Premises.

(b) All improvements to be at Lessee's sole cost and expense. Lessee shall pay for construction of any additionally required utility extensions and hookups and any access or road improvements.

(c) Any improvements, alterations and installation of fixtures, to be undertaken by Lessee, shall have the prior written approval of the City after Lessee has submitted to City proposed plot and building plans, and specifications therefore, in writing.

## 9. Other Provisions Regarding Improvements.

(a) City and Lessee herein acknowledge that Lessee has no fee title interest in or to the Leased Premises.

(b) Lessee, at its sole cost and expense, shall extend and/or connect, or cause to be extended and/or connected, to any utility service facilities that may be required or desired by Lessee in the use, operation and maintenance of the improvements on the Leased Premises. After such extensions and/or connections have been made, as between, Lessee and City only, Lessee shall be responsible for payment of the use, maintenance and repair of any such utility services.

(c) Lessee or Lessee's contractor shall maintain insurance protecting any work performed by Lessee and all material delivered to the job site against damage or loss caused by fire, extended coverage perils, vandalism, or malicious mischief. Lessee's contractor shall maintain and

# ITEM 9.e.

shall require all Subcontractors to maintain Workmen's Compensation and Disability Insurance as prescribed by law, and Public Liability Insurance with \$1,000,000 per occurrence and \$3,000,000 aggregate limits. The Public Liability Insurance shall name City and Lessee as additional insureds. Certificates of such insurance shall be filed with City before Work commences and shall contain a provision that such insurance will not be terminated without ten ( 10) days prior written notice to Lessee and City.

(d) Lessee must, on demand of City at any time during the continuance of the Work, secure and furnish to Lessee at Lessee's sole cost and expense the following: (1) A bond issued by a corporate surety authorized to issue surety insurance in California in an amount equal to one hundred percent (100%) of the contract price, securing the faithful performance by Contractor of the Work; and (2) A bond issued by a corporate surety authorized to issue surety insurance in California in an amount equal to one hundred percent (100%) of the contract price for the Work, securing the payment of claims for materials furnished for or labor performed on the Project.

10. Additional Obligations of Lessee. The Lessee shall maintain the Leased Premises, approaches thereto, and improvements now or hereafter located thereon, in good and sanitary order, condition, and repair, and upon any termination of this Lease, Lessee agrees to surrender said Leased Premises and improvements thereon in such condition, reasonable use and wear thereof and damages by fire, acts of God, war, civil insurrection, or by the elements excepted.

11. City's Reserved Rights. The Leased Premises are accepted by Lessee subject to any and all existing easements or other encumbrances, and City shall have the right to enter upon the Leased Premises and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, utility connections, water, cable, high speed internet and telephone lines and such other facilities and appurtenances necessary or convenient to use in connection therewith, over, in, upon, through, across and along the Leased Premises or any part thereof.

12: Inspection of Premises. City, through its duly authorized agents, shall have, at any time, the right to enter the Leased Premises for the purpose of inspecting, monitoring and evaluating the obligations of Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Lease.

# ITEM 9.e.

13. Quiet Enjoyment. Lessee shall have, hold and quietly enjoy the use the Leased Premises so long as lessee shall fully and faithfully perform the terms and conditions that the Lessee is required to do under this Lease.

14. Compliance with Government Regulations. Lessee shall, at Lessee's sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the Leased Premises. The final judgment, decree or order of any Court of competent jurisdiction, or the admission of Lessee in any action or proceedings against Lessee, whether Lessee be a party thereto or not, that Lessee has violated any such statutes, regulations, rules, ordinances, or orders, in the use of the Leased Premises, shall be conclusive of that fact as between City and Lessee.

15. Discrimination or Segregation.

(a) Lessee shall not discriminate in Lessee's recruiting, hiring, promotion, demotion or termination practice on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status with respect to its use of the Leased Premises, and Lessee shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all Administrative Rules and Regulations issued pursuant to said Acts.

(b) Lessee shall not discriminate against or cause the segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status, in the occupancy, use, tenure or enjoyment of the Leased Premises, nor shall Lessee, or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of any persons within the Leased Premises.

16. Termination by City. City shall have the right to terminate this Lease. on thirty (30) days' written notice served on Lessee, provided Lessee has not cured or taken affirmative steps to

# ITEM 9.e.

cure the default within said thirty (30) days (for non-monetary defaults only):

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Lessee as debtors.

(b) In the event that Lessee makes a general assignment, or Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the event of abandonment of the Leased Premises by Lessee.

(d) In the event Lessee fails or refuses to perform, keep or observe any of Lessee's duties or obligations hereunder; provided, however, that Lessee shall have thirty (30) days in which to correct Lessee's breach or default after written notice thereof has been provided to Lessee by City.

(e) In the event Lessee fails, or refuses, to meet its rental obligations, or any of them, hereunder or as otherwise provided by law.

(f) Failure of Lessee to maintain insurance coverage required herein and to provide evidence of coverage to the District.

## 17. Termination by Lessee.

(a) Lessee shall have the right to terminate this Lease in the event City fails to perform, keep, or observe any of its duties or obligations hereunder; provided, however, that City shall have thirty (30) days in which to correct its breach or default after written notice thereof has been served on it by Lessee; provided, further, however, that in the event such breach or default is not corrected, Lessee may elect to terminate this Lease and such election shall be given by an additional thirty (30) day written notice to City.

18. Eminent Domain. If any portion of the Leased Premises shall be taken by eminent domain and a portion thereof remains which is usable by Lessee for the purposes set forth in **Paragraph 4** herein, this Lease shall, as to the part taken, terminate as of the date title shall vest in the condemner, or the date prejudgment possession is obtained through a court of competent jurisdiction, whichever is earlier, and the rent payable hereunder shall abate pro rata as to the part taken. If all of the Leased Premises are taken by eminent domain, or such part be taken so that the Leased Premises are rendered unusable for the purposes set forth in **Paragraph 4** herein, this Lease shall terminate. If a part or all of the Leased Premises be so taken, all compensation awarded upon such taking shall belong to

City.

19. Indemnity. The Lessee covenants to hold City harmless from any and all loss, claims, or damages resulting from Lessee's violation of any term, provision, covenant, or condition of this Lease, or the use, misuse, or neglect of the Leased Premises, improvements, and appurtenances, and from all claims arising out of any alleged defective or unsafe condition thereof, except with respect to any claims arising out of the conduct of City. City shall not be liable to Lessee, nor to any other person or entity, for any damage or injury occasioned by any defect in the Leased Premises, its improvements, or appurtenances. Without limiting or qualifying the foregoing, it is agreed that Lessee shall notify City immediately in writing, of any damage or injury to the Leased Premises, its improvements, or to any appurtenances, or to the sidewalk or curb abutting thereon, or as to any other condition which may expose the Lessee or City to public liability. The use of the term Lessee and City in this paragraph also includes their tenants, employees, agents, representatives, and invitees.

20. Insurance. Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Lease. The procurement and maintenance of the insurance required below will not diminish or limit Lessee's obligation to indemnify or hold the City harmless.

(a) Workers Compensation. Workers Compensation and Disability Insurance as prescribed by the laws of the State of California.

(b) General Liability. General Liability insurance coverage, including but not limited to, premises liability. Policy shall name the City, Officials and Officers, City Council, elected officials, employees, agents and representatives as Additional Insureds. Policy's limit of liability shall not be less than One Million Dollars (\$1,000,000) per occurrence combined single limit and Three Million Dollars (\$3,000,000) in the aggregate. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability. If Lessee's vehicles or mobile equipment are used in the performance of the obligations under this Lease, then Lessee shall maintain liability insurance for all

# ITEM 9.e.

owned, non-owned or hired vehicles so used in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit. Policy shall name the City, Officials, Officers employees, agents and representatives as Additional Insureds.

(d) Property. All-Risk real and personal insurance coverage, including earthquake and flood if applicable, for the full replacement cost value of building, structures, fixtures, equipment, improvements/alterations and systems on the Leased Premises the proceeds of which shall be used to rebuild or reconstruct the covered improvements.

(e) General Insurance Provisions – All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the City. Carrier(s) shall have an A.M. BEST rating of not less than an A:VIII (A:8).

(2) Cause Lessee's insurance carrier(s) to furnish the City with either a) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or b) if requested to do so in writing in the City, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to the City prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or, if requested, certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Lessee shall not commence construction or operations until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or, if requested, policies of insurance including all endorsements and any and all other attachments as required in this Section. The

original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

(3) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the City's insurance, if any, and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(g) The City's Reserved Rights-Insurance. If during the term of this Lease or any extension thereof, there is a material change in customary levels or types of insurance required by

lessors of property similar to the Leased Premises or in the scope or frequency of use of the Leased Premises the City reserves the right to adjust the types of insurance required under this Lease and the monetary limits of liability for the insurance coverages currently required herein, if in the City's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.

21. Hold Harmless.

(a) Lessee represents that it has inspected the Leased Premises accepts the condition thereof and fully assumes any and all risks associated to the use thereof. City shall not be liable to Lessee, its officers, agents, employees, subcontractors, sublessees or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Leased Premises; provided, however, that such dangerous conditions are not caused by the sole negligence of City, its officers, agents or employees.

(b) Lessee shall indemnify and hold City, its officials, officers, directors, officers, agents, employees, and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, directors, agents, employees, sublessees and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use and responsibilities in connection with the Leased Premises or the condition thereof, and Lessee shall defend, at its sole expense, including without limitation attorney fees, expert fees and

# ITEM 9.e.

investigation expenses, City, its officials, officers, agents, employees, and independent contractors in any legal action based upon such alleged acts or omissions. The obligation to indemnify and hold City free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

(c) City shall indemnify and hold Lessee, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of City, its officials, officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use and responsibilities in connection with the Leased Premises or the condition thereof, and City shall defend, at its expense, including without limitation attorney fees, expert fees and investigation expenses, Lessee, its, agents, employees, and independent contractors in any legal action based upon such alleged acts or omissions. The obligation to indemnify and hold Lessee free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

(c) The specified insurance limits required in **Paragraph 21** herein shall in no way limit or circumscribe Lessee's obligations to indemnify and hold City free and harmless herein.

22. Assignment. Lessee cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of City being first obtained, which consent shall not be unreasonably withheld. In the event of any transfer as provided in this Paragraph, Lessee expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Lease.



23. Toxic Materials. During the term of this Lease and any, extensions thereof, Lessee shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Leased Premises including, but not limited to, soil air and groundwater conditions. Further, Lessee, its successors, assigns and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous materials"). For the purpose of this Lease, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

24. National Pollution Discharge Elimination System (NPDES) Permit. Lessee acknowledges, understands and agrees that it shall comply with California State Water Resources Control Board general permit requirements relating to storm water discharges associated with activities conducted on the Leased Premises.

25. Free from Liens. Lessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment furnished, alleged to have been furnished or to be furnished to Lessee, in, upon, or about the Leased Premises, and which may be secured by a mechanics, material lien's or other lien against the Leased Premises or City's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Lessee

# ITEM 9.e.

desires to contest any such lien, it may do so, provided that it obtains a bond allowing for the complete release of said lien.

26. Employees and Agents of Lessee. It is understood and agreed that all persons hired or engaged by Lessee shall be considered to be employees or agents of Lessee and not of City.

27. Binding on successors. Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Lease, and all of the parties thereto shall be jointly and severally liable hereunder.

28. Waiver of Performance. No waiver by City at any time of any of the terms and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

29. Severability. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

30. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a Court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other City.

31. Attorneys' Fees. In the event of any litigation or arbitration between Lessee and City to enforce any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigation or arbitration.

32. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

CITY OF COACHELLA

LESSEE

City Manager  
1515 Sixth Street  
Coachella, CA 92236

Date Harvest Fest LLC

or to such other addresses as from time to time shall be designated by the respective parties.

33. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Lease,

34. City's Representative. City hereby appoints the City Manager or his or her designee as its authorized representative to administer this Lease.

35. Entire Lease. This Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the parties hereto.

36. Construction of Lease. The parties hereto negotiated this Lease at arm's length and with the advice of their respective attorneys, and no provisions contained herein shall be construed against City solely because it prepared this Lease in its executed form.

[Signatures on Following Page]

# ITEM 9.e.

## CITY OF COACHELLA

## DATE HARVEST FEST LLC

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

By: \_\_\_\_\_  
Michele Tully

*Attest:*  
  
\_\_\_\_\_  
City Clerk

*Attest:*  
  
\_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
Best, Best & Krieger

EXHIBIT "A"

DESC.RIPTION OF LEASED PREMISES



ITEM 9.f.







## STAFF REPORT 6/26/2019

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

**FROM:** Gabriel Martin, PhD, Economic Development Manager & Celina Jimenez, Grants Manager

**SUBJECT:** Authorize the City Manager to Execute a Grant Agreement with Accelerator for America in the Amount of \$50,000 to Support the City's Opportunity Zone Endeavors

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### **STAFF RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute a grant agreement with Accelerator for America in the Amount of \$50,000 to support the City's Opportunity Zone endeavors.

### **BACKGROUND:**

Accelerator for America was founded in 2017 by Rick Jacobs with Los Angeles Mayor Eric Garcetti, Accelerator for America seeks to scale and replicate local solutions to economic insecurity across the country by supporting initiatives that connect people with existing jobs, create new opportunities and foster infrastructure development. Accelerator for America is led by an Advisory Council consisting of mayors and leaders from the labor, business and non-profit sectors. Currently, their work is conducted in two specific verticals: Transit & Infrastructure and Economic Development. Accelerator for America is regarded as the R&D arm of cities and mayors and are known as a do tank, not a think tank.

### **DISCUSSION/ANALYSIS:**

Through the California Spark Program, Accelerator for America is working hard to 'level the playing field' through Opportunity Zones so that cities and regions can encourage capital to deploy in ways that serve those most in need. To do this, Accelerator for America creates tools for the public sector, hosts convenings and investment summits, works individually with cities, and provides technical and financial assistance to communities.

Opportunity Zones are a new federal incentive introduced in the Tax Cuts and Jobs Act of 2017 and are centered around the deferral, reduction, and elimination of capital gains taxes. They represent the latest in a long line of efforts to expand economic opportunities for places and people left behind. Opportunity Zones have the potential to attract hundreds of billions of dollars in private capital, making them one of the largest economic development initiatives in U.S. history. It has become clear that the broad objective of this new tax incentive cannot be achieved

# ITEM 9.f.

by the market and outside investors alone without repeating the failures of similar past initiatives. Cities, counties and states will need to act with deliberate agency and purpose if Opportunity Zones are to engender not only a large volume of individual transactions but broader growth that is inclusive, sustainable and truly transformative for each community’s economy.

The City of Coachella has four (4) Opportunity Zones with the following characteristics:

GEOID of Tract	County	Census Tract	Population of Opportunity Zone	Poverty Rate (Above 20%)	Median Family Income in Opportunity Zones	CA Median Family Income (80% x \$63,783)	Riverside County Median Family Income (80% x \$57,972)	Unemployment Rate
06065045609	Riverside	045609	5,450	39.8%	\$ 26,517	\$ 51,026	\$ 46,378	25%
06065045705	Riverside	045705	9,585	50.0%	\$ 28,360	\$ 51,026	\$ 46,378	27%
06065045703	Riverside	045703	7,107	33.7%	\$ 33,814	\$ 51,026	\$ 46,378	19%
06065045706	Riverside	045706	4,795	36.7%	\$ 33,056	\$ 51,026	\$ 46,378	22%
								13.1%

Grant funds will help the City of Coachella create an “investment prospectus” that would:

- Identify areas that demonstrate both social need and market traction. Use a social needs index and job cluster data as the primary screen and then identify the deeper potential for equitable development by analyzing additional employment data along with transportation access data.
- Link capital investments to human capital strategies to maximize impact for lower income residents. Focus on aligning skills upgrading with existing and future job growth both within and outside eligible investment areas.
- Use Opportunity Fund investment capital as integral to a comprehensive, multi-year investment strategy that leverages and partners with additional public, private, and independent sector debt and equity providers to build sustainable businesses, ensure a skilled workforce and strengthen community development both within eligible zones as well as in contiguous areas.
- Ensure a high quality data system to collect information on investments and provide a feedback loop for ongoing measurement and improvement. We are less interested in expensive evaluation models than the ongoing disciplined use of data to inform ongoing operations and maintain long-term accountability.
- Advance energy efficiency and or renewable energy in the community through the City’s Opportunity Zones and greater Economic Development efforts.

**ALTERNATIVES:**

1. Authorize the City Manager to Execute a Grant Agreement with Accelerator for America in the Amount of \$50,000 to Support the City's Opportunity Zone Endeavors;
2. Do Not Authorize the City Manager to Execute a Grant Agreement with Accelerator for America in the Amount of \$50,000 to Support the City's Opportunity Zone Endeavors.

**FISCAL IMPACT:**

There is no fiscal impact to the General Fund.

**ATTACHMENT(S):**

1. Grant Agreement





**California Spark Program  
Grant Agreement**

**Purpose of Grant:** Supporting California Cities in cultivating investible projects in and attracting private capital to its Opportunity Zones

**Total Amount of Grant:** \$50,000

**Award Date:** June 14, 2019

**Grant Period:** June 14, 2019 -- September 1, 2019

**Payment:** \$45,000 upon receipt of corresponding questionnaire; \$5,000 upon receipt of final report

This grant is awarded by Accelerator for America subject to the following terms and conditions:

- A. Grantee commits to providing requisite resources and staffing to Opportunity Zone and Spark Program endeavors (including attendance at all Spark Program meetings and the hosting of one meeting), pursuant to the grant application.
  - i. Accelerator for America will be notified in the event of any relevant staff changes, particularly as it relates to the Project Champion or project finance staff.
- B. Grantee commits to the good-faith pursuit of the Spark Program's desired outcomes, most notably sustainable, equitable and inclusive economic development.
- C. Grantee will provide promptly such additional information, reports and documents as Accelerator for America may request and will allow Accelerator for America and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary.
- D. Grantee will allow Accelerator for America to review and approve the text of any proposed publicity concerning this grant (and related program) prior to its release.
- E. The Accelerator for America reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in Accelerator for America's sole discretion, deems such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant, including as set forth above in Sections A through D; (2) to protect the purpose and objectives of the grant or any other activities of Accelerator for America; or (3) to comply with any law or regulation applicable to the Grantee, to Accelerator for America, or this grant.

Grantee's deposit, negotiation or endorsement of any grant funds will constitute its agreement to the terms and conditions set forth above. Please also have the enclosed copy of this agreement carefully reviewed and signed where indicated by an authorized officer of Grantee and then returned to us. Upon receipt of this signed agreement, we will forward your payment. On behalf of Grantee, I understand and agree to the foregoing terms and conditions of Accelerator for America's Spark Grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

We at Accelerator for America look forward to working with you toward inclusive and sustainable economic development in your city and throughout California.

# ITEM 9.f.

Sincerely yours,

*Richard Jacobs*

Rick Jacobs  
President and Chief Executive Officer  
Accelerator for America

The undersigned agrees to the terms and conditions set forth in this letter.

Signature: \_\_\_\_\_

Printed Name: William B. Pattison, Jr.

City/Organization: City of Coachella

Title: City Manager

Date:  / / 2019

ITEM 9.g.







**STAFF REPORT**  
**6/26/2019**

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

**FROM:** Jonathan Hoy, P.E. Assistant City Manager/City Engineer

**SUBJECT:** Payment to the Imperial Irrigation District for an amount of \$122,414.98 for the underground of electrical distribution facilities and the removal of existing overhead power for the City Project ST-78; Avenue 48 Street Improvements (Underground of Electrical Utility).

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**STAFF RECOMMENDATION:**

Authorize the City Manager to execute the payment to the Imperial Irrigation District for an amount of \$122,414.98 for the underground of electrical distribution facilities and the removal of existing overhead power for the City Project ST-78; Avenue 48 Street Improvements (Underground of Electrical Utility).

**BACKGROUND:**

A prioritization study was completed by the Coachella Valley Association of Governments (CVAG) under the TPPS (Transportation Project Prioritization Study) that compares significant roadway segments within the County of Riverside in the Coachella Valley area. The widening of Avenue 48 from Jackson Street to Van Buren is significant as it provides continuous and direct linkage for traffic traveling between cities. One of the components for the success of this project is the relocation or underground of electrical distribution overhead. The proposed project activity will expand the existing two lane roadway to six lanes, increasing one lane in each direction to three lanes in each direction. Additionally, the project scope involves the installation of street lighting, sidewalks and a traffic signal at the intersection of Avenue 48 and Van Buren.

**DISCUSSION/ANALYSIS:**

The Engineering Department has been coordinating with the Imperial Irrigation District for the relocation/underground of the existing electrical overhead and has signed a Utility Agreement with the Imperial Irrigation District for the purpose of the relocation of said facilities to accommodate local agency's project and additional improvements. On September 26, 2018 the City Council authorized a payment to IID in an amount of \$298,989.83 for the undergrounding of existing overhead power lines along the south side of Avenue 48.

The project is currently under construction and the proposed tie-in locations east of the City's project have changed since the IID plans were approved at the time the project was advertised for construction. This requires additional work to extend the underground portion east of Van Buren

# ITEM 9.g.

and south of Avenue 48. Staff has reviewed the estimate from IID and is recommending approval for payment.

**FISCAL IMPACT:**

This project is part of the City's approved 2018/19 FY CIP. The cost of this undergrounding will be split between CVAG and City at a ratio of 75% and 25% respectively. The City's share will be paid from the Street DIF account.



**DATE: June 13, 2019**

**BUSINESS PARTNER # 3005091**

**SERVICE NOTIFICATION # 4027221**

**CITY OF COACHELLA  
 GEORGE INIGUEZ GORDON FISHER  
 1515 SIXTH STREET  
 COACHELLA CA 92236**

**PROJECT LOCATION:  
 AVE 48 & VAN BUREN ST S/E  
 COACHELLA CA 92236**

**AMOUNT DUE: \$122,414.98**

**PROJECT DESCRIPTION: REMOVAL OF EXT OVERHEAD POWER**

DESCRIPTION	COST
Engineering Fee	\$ 3,000.00
Engineering Fee Paid	\$ 3,000.00-
Engineering	\$ 2,069.75
OH Construction (\$34,422 - \$3000)	\$ 31,422.00
OH Transportation	\$ 6,562.80
OH Materials	\$ 3,880.70
UG Construction	\$ 22,948.00
UG Transportation	\$ 4,375.20
UG Materials	\$ 23,182.88
G&A Overhead	\$ 25,832.73
Transformer Credit	\$ 234.08-
Traffic Control	\$ 1,175.00
Encroachment Permit	\$ 1,200.00
<b>TOTAL AMOUNT DUE</b>	<b>\$122,414.98</b>

**THIS ESTIMATE IS SUBJECT TO REVIEW IF PAYMENT IS NOT RECEIVED BY 12/10/2019**



CITY OF COACHELLA  
 UTILITY AGREEMENT  
*(amended)*

District	County	Route	P.M.	Project #
8	Riverside	Ave. 48	NA	ST-78
Fed. Aid. No.: RSTPL 5294 (014) Avenue 48 Widening				
Owner's File: AVE. 48 - IID				
FEDERAL PARTICIPATION: On the Project : Yes				
On the Utilities: No				

**UTILITY AGREEMENT NO. 2017-01**

The City of Coachella hereinafter called "LOCAL AGENCY" proposes to widen and improve Avenue 48 between Jackson Street and Van Buren Street, in the City of Coachella, County of Riverside County, California.

And: Imperial Irrigation District,

hereinafter called "OWNER," owns and maintains Electrical Distribution Facilities within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed between LOCAL AGENCY AND OWNER that:

**I. WORK TO BE DONE:**

In accordance with Notice to Owner dated February 3, 2016, OWNER shall provide all of the underground installation of its distribution electrical facilities. All work shall be performed substantially in accordance with OWNER's Plan No. 60102389, dated 5/22/2017 attached, which plans are included in LOCAL AGENCY's Contract Plans for the improvement of Avenue 48 widening from Jackson Street to Van Buren Street, Coachella, CA which, by this reference, are made a part hereof.

Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

It is mutually agreed that the LOCAL AGENCY will include the work of the preliminary installation and preparation for the undergrounding of Owner's distribution facilities as part of the LOCAL AGENCY's street improvement construction contract. OWNER shall have access to all phases of the work to be performed by the LOCAL AGENCY for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract. Upon completion of the work performed by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities. The Work is as more fully described on Attachment A which is incorporated herein by reference.

*As*

# ITEM 9.g.

II. LIABILITY FOR WORK:

LOCAL AGENCY'S Expense – OWNER'S Superior Rights: Existing facilities are located in their present position pursuant to rights superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense within the existing right of way.

III. PERFORMANCE OF WORK:

OWNER agrees to perform the herein described work, excepting that work being performed by the LOCAL AGENCY's street improvement contractor, with its own forces and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

IV. PAYMENT FOR WORK:

The LOCAL AGENCY shall pay a total fee of \$298,989.83 as per attached fee letter dated 5/22/2017 of the herein described utility undergrounding related work described in Section III hereinabove within 60 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of February 3, 2016 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

LOCAL AGENCY: CITY OF COACHELLA

OWNER: IMPERIAL IRRIGATION DISTRICT

By: Jonathan Hoy P.E.

By: James C. Hanke

Its: City Engineer

Its: Board President

Date: 11-20-17

Date: 2-20-18

**ITEM 10.a.**







## STAFF REPORT 6/26/2019

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

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

**SUBJECT:** Roots Retail Cannabis Microbusiness and Café Project

- 1) Resolution No. 2019-20, approving Conditional Use Permit (CUP 306) to allow a 4,080 square foot retail cannabis microbusiness consisting of retail space, coffee shop, delivery office, conference rooms, offices, manufacturing space and a parking lot in a vacant building located at 791 Orchard Avenue.
- 2) Ordinance No. 1139, approving Change of Zone (CZ 18-04) to add the RC (Retail Cannabis) overlay zone to the existing R-M (Multiple Family Residential) zone at 791 Orchard Avenue (First Reading).

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### **STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt the following resolution and Ordinance for the Roots Cannabis Microbusiness:

- 1) Resolution No. 2019-20 approving Conditional Use Permit No. 306 to allow a 4080 square foot retail cannabis microbusiness consisting of retail space, coffee shop, delivery office, conference rooms, offices, manufacturing and a parking lot on an 11,250 square foot lot (90' x125') at the northwest corner of Orchard Street and 5th Street (791 Orchard Avenue).
- 2) Introduce for 1st Reading, by title only, Ordinance No. 1139 approving Change of Zone (CZ 18-04) to add the RC (Retail Cannabis) overlay zone to the existing R-M (Residential Multiple Family) zone at 791 Orchard Avenue.

### **EXECUTIVE SUMMARY:**

This item was continued from the May 8, 2019 and May 22, 2019 public hearings at the request of the applicant. In response to neighborhood opposition, the applicant has secured an agreement to lease a commercial building (yet to be constructed) for a cannabis dispensary at the commercial property located at the southwest corner of Avenue 48 and Grapefruit Boulevard. Ordinance No. 1140 would facilitate that opportunity for Roots Coachella, Inc. Therefore, the City Council's approval of this Change of Zone and Conditional Use Permit would be a contingency plan for Roots Dispensary in case they are unable to secure approvals for the new dispensary location.

# ITEM 10.a.

On March 20, 2019 the Planning Commission conducted a public hearing and recommended (4/1) to the City Council, approval of the ROOTZ CAFE retail cannabis microbusiness with coffee shop project. In their deliberations, the Commission expressed concern regarding the close proximity of the proposed cannabis dispensary to Veteran's Park and the Palm View School campus and City Library. There was a suggestion to send bilingual notices and increase the 300-foot radius for mailed notices of public hearings for conditional use permit projects. In their 4/1 vote, the Commission added a requirement for the owner to work with staff to enlarge the coffee shop, and to prohibit any cannabis images on the future murals on the building.

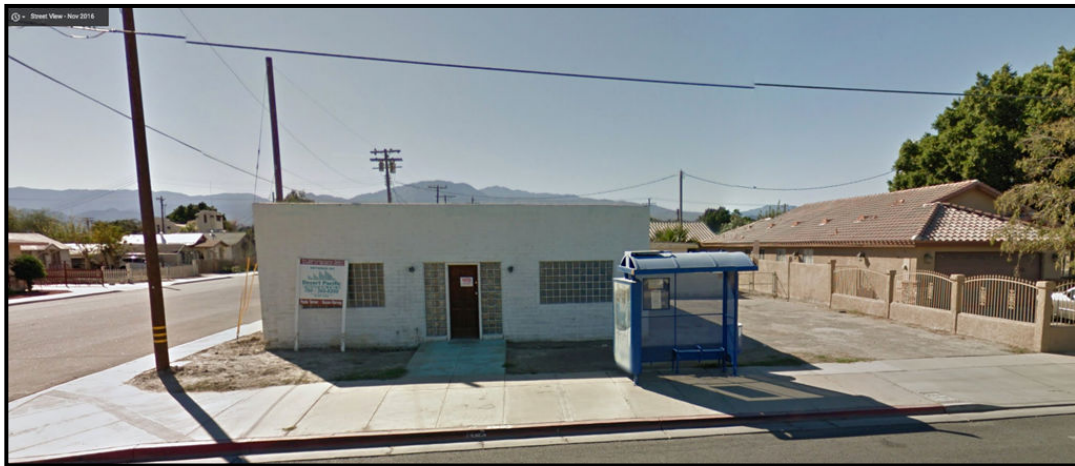
## **BACKGROUND:**

The above referenced applications are proposed on an 11,250 square foot lot in a vacant former medical office building at the NW corner of Orchard Avenue and 5<sup>th</sup> Street as illustrated on the following photographs:



*An aerial photograph of the site is illustrated above:*

# ITEM 10.a.



*Photograph looking at property and the existing building from Orchard Avenue.*



*Photograph looking at property and existing building from corner of Orchard Ave. and 5<sup>th</sup> St.*

# ITEM 10.a.



*Photograph looking at west (rear) side of building from 5<sup>th</sup> Street towards Orchard Ave.*

## **History of the Existing Building**

Staff reviewed the building permits that have been issued for the property (see attachment) and was unable to determine precisely when the existing building was constructed.

However, the aerial photograph to the right was taken circa 1949 and it shows evidence that this building was already constructed (as seen by the shadow of an existing building) at this location.



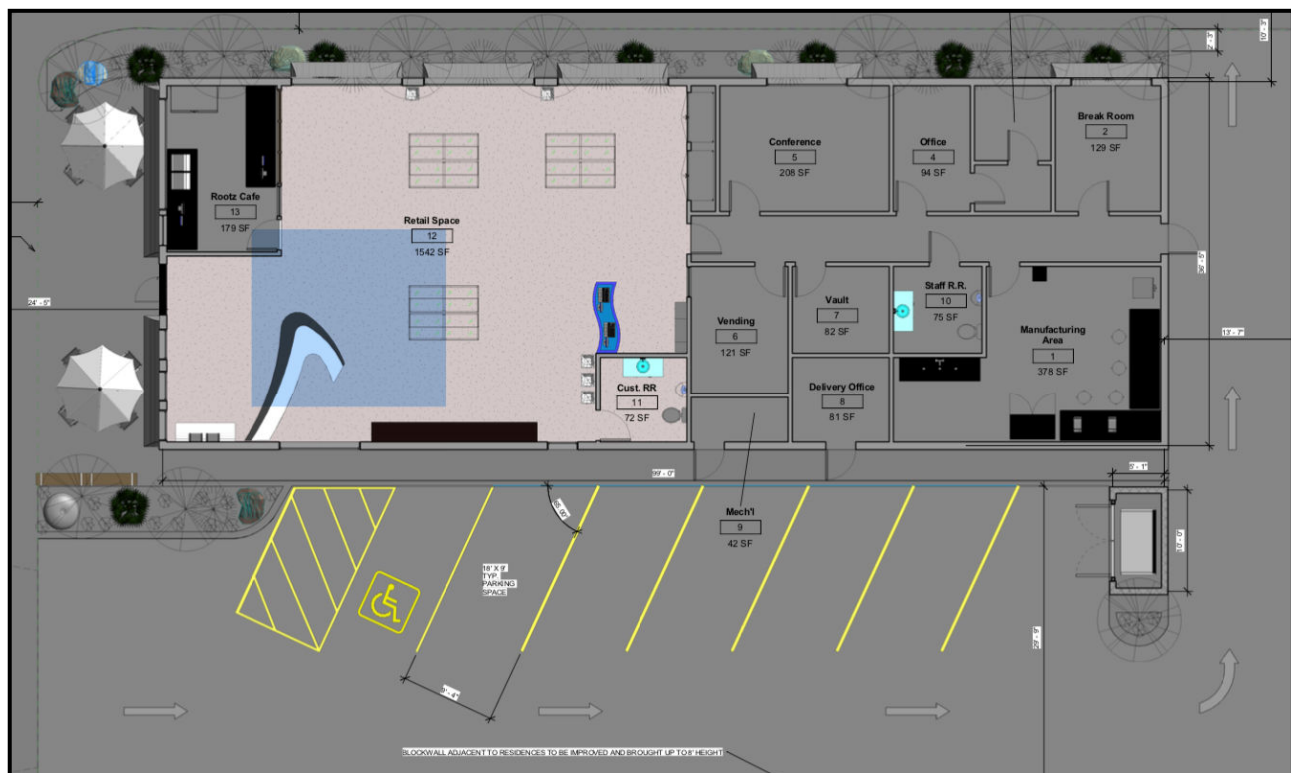
# ITEM 10.a.

The first record of a building permit was issued on February 18, 1963 for a tenant improvement for the interior of the building. Various other building permits were issued in 1964 for tenant improvements. In October 1965, the use of the building changed to a medical office building and it appears that use existed until the mid-2000's. The last building permit issued for the property was on October 12, 2009 to install chain link gates across the driveway along 5<sup>th</sup> Street and a chain link gate at the driveway along Orchard Street. No building permits have been issues since 2009.

The last business license issued for the property was issued in 2006 for a medical office.

## Overview of the Roots Microbusiness

The Project proposes the development of the 11,125 square foot lot with a 4080 square foot microbusiness consisting of retail space, café, delivery office, conference rooms, offices, manufacturing and a parking lot as illustrated below:



# ITEM 10.a.

Both the interior and exterior of the building, including all landscaped areas will be remodeled and brought up to current building codes. The applicant worked with staff to have the color palette be more in keeping with the Veteran's Park theming, as shown on the exhibit below



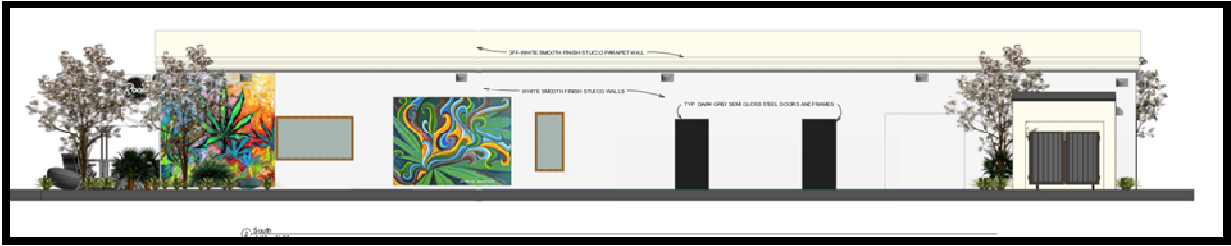
*Rendering above illustrates proposed exteriors looking towards the front of the building from Orchard Avenue.*

The elevation below is looking at the south side of the building from, including the final landscaping, as viewed from 5<sup>th</sup> Street.



The illustration below is looking at the north side of the building from the parking lot.

# ITEM 10.a.



*The images below illustrate the proposed interior of the building:*



# ITEM 10.a.



## DISCUSSION/ANALYSIS

### Environmental Setting:

The site is designated “General Neighborhood” on the 2035 Coachella General Plan as illustrated to the right:





# ITEM 10.a.

The project site is zoned Multiple Family Residential Zone (R-M) as illustrated on the following exhibit:



Surrounding properties to the north are zoned R-S (Single Family Residential), while land to the west is zoned R-M, Residential Multiple Family, and land south and east of the site is zoned General Commercial.

Surrounding land uses to the east, across Orchard Street consist of Veterans Memorial Park and City Hall, while land uses to the north and west primarily consist of single-family homes with scattered vacant lots. Lands to the south consist of single-family homes and the Rabobank bank building.

### **Consistency with the Coachella General Plan**

The proposed project is consistent with the General Neighborhood land use designation of the General Plan 2035 Land Use Element as ancillary uses permitted in the civic center areas. The project is consistent with the Pueblo Viejo Revitalization Plan which seeks to preserve historic structures and allow for the re-use of adjoining residential uses to office and compatible commercial uses as recently directed by the City Council as part of the Pueblo Viejo Implementation Strategy plan.

# ITEM 10.a.

## **Consistency with the (R-M) Multiple Family Residential Zone**

The City specifically allowed the RC (Retail Cannabis) regulations to include those RM properties that are in close proximity to 5<sup>th</sup> Street and Orchard Avenue to participate in the Sub-Zone #1 process for dispensary uses. However, based on City Council direction, Ordinance No. 1140 will remove the opportunity for any future retail cannabis business to operate in the immediate vicinity of the Civic Center and Veterans Park.

The subject parcel was created and recorded in 1902 within the jurisdiction of Riverside County, 44 years before the City incorporated in December 1946. The parcel measures 90 feet wide and is 125 feet long with a total square footage of 11,125 square feet. As stated previously, the building was constructed sometime before 1963, before the current development standards of the Multiple Family Residential Zone (R-M) zone were enacted by the City of Coachella.

The proposed project meets the R-M zoning standards for lot size, lot coverage and building height. However, the project does not meet the 20-foot setback requirement for the rear yard or the 10-foot requirement for a street side yard on a corner lot. The project proposes an 11 foot 10 inch rear yard setback and a 5 foot 9 inch side yard setback. However, the Zoning Code recognizes this building as a nonconforming structure as it was built prior to the City's adoption of the Zoning Code.

## **Consistency with Section 17.54.010 Parking and Landscaping Requirements**

The total square footage of the proposed project measures 4080 square feet. Based on the Municipal Code, a total of 16 spaces would be required; however, Section 17.54.010 C1 provides a 60% reduction in required parking spaces if the proposed use is within 500 feet of a public owned lot. In this case, the public parking lot at City Hall is within 500 feet of the proposed use, therefore the required number of spaces would be 6. The project proposes 6 parking spaces in accordance with the ordinance.

Section J of Section 17.54.010 specifies the landscaping requirements for projects within the City. Because the lot was created and the building constructed before these standards were in existence it is impossible for the proposed project to meet all of the requirements of this section. For example, Section J3 requires a 10-foot planter between commercial and residential uses. Due to the size of the lot and placement of the existing building, it would be virtually impossible to install a planter and facilitate parking for the proposed project.

The Planning Department considers the existing building a non-conforming use and as such, the Director has the discretion of allowing the proposed use to proceed without adherence with the above reference specific zoning standards.

Furthermore, the Conditional Use Permit will be in compliance with the standards of the Zoning Ordinance with respect to the RM-RC (Multifamily Residential – Retail Cannabis Overlay)

including minimum lot size, minimum lot depth, and minimum lot width. Additionally, the existing building will be brought up to all current building codes prior to the issuance of a certificate of occupancy.

## **Consistency with Section 17.47: RC Retail Cannabis Overlay Zone**

The proposed retail cannabis store and coffee take-out window are within Sub-Zone 1 as identified within Chapter 17.47 of the Municipal Code which allows the dispensary and a secondary business to be proposed at this location. Due to the close proximity or residential uses staff is recommending that all hours of operation for this business be limited to 10:00 am to 10:00 p.m. daily.

The project meets the property development standards as identified in Section 17.47.060, A-F as outlined below:

17.47.060 - Property development standards.

- A. Project Area/Lot/Building Height Requirements. Except as specified in the applicable development agreement, CUP or regulatory permit, the project area, lot size, lot coverage and building height requirements of the underlying zone shall apply.
- B. No Drive-Thru Retail Cannabis Facilities. No retail cannabis business within the RC Overlay Zone shall operate "drive-thru", "drive up", "window service" or similar facilities whereby a customer can order, purchase and receive retail cannabis without leaving his or her vehicle.
- C. No Non-Storefront Retailers. No retail cannabis business within the RC overlay zone shall be operated as "non-storefront" or "delivery only". Delivery may only be approved as ancillary to the operation of a permitted cannabis retail business which is physically located within the RC overlay zone and which primarily provides cannabis to customers on the premises.
- D. Distance Restrictions. No retail cannabis business within the RC overlay zone shall be located within two hundred fifty (250) feet of any public or private school (K-12), day care center or youth center. The distance shall be measured from the nearest point between any parts of the building containing the retail cannabis business to any lot line of the other use. For purposes of this paragraph, the following definitions shall apply:
  - 1. "Day care center" means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities and school age child care centers.
  - 2. "Youth center" means any public or private facility that is primarily used to house recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

# ITEM 10.a.

- E. Location of Customer Entrance. No retail cannabis business shall have a customer entrance that is adjacent to or directly across the street from a residentially zoned lot.
- F. On-Street/Off-Street Parking and Loading.
  - 1. Off-Street Parking and Loading. Off-street parking and loading facilities for a retail cannabis business shall be provided in accordance with the provisions of Section 17.54.010-C (1) of this title.
  - 2. On-Street Parking and Loading. On-street parking or loading shall be prohibited for a retail cannabis business.

## **Architectural Review/Materials**

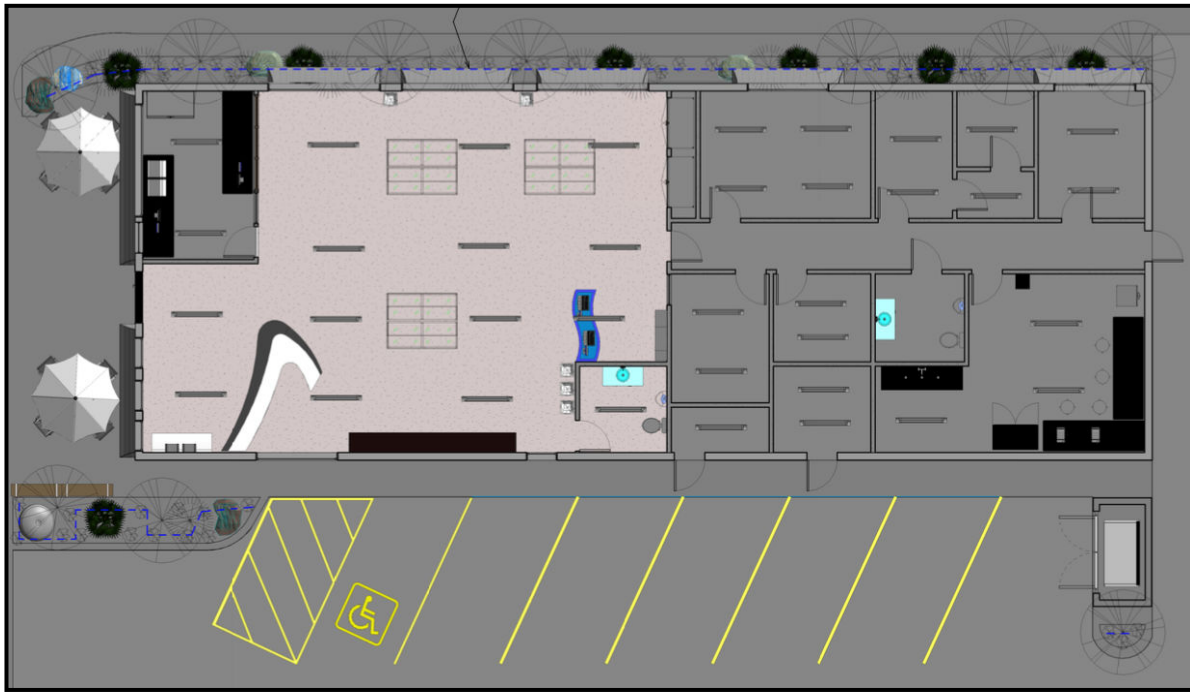
The rendering below provides an overview of the proposed project including landscaping, parking, signage and enhancements to the existing building.



# ITEM 10.a.

## Landscaping

The project proposes a landscaped planter measuring 5 ft. 9 inches along 5<sup>th</sup> street that wraps around Orchard Street. Two additional landscaped planters are proposed within the parking lot. A conceptual landscaping plan for the entire project is illustrated below. Final landscaping plans will be submitted and approved prior to the issuance of building permits for the project.



LANDSCAPING SCHEDULE									
SYMBOL	NAME	QUANTITY	MATURE	WATER USE	SYMBOL	NAME	QUANTITY	MATURE	WATER USE
	LEUCOPHYLLUM LAEVIGATUM (CHIHUAHUAN SAGE)	12	6' TALL 6' WIDE	LOW		DASYLIRION WHEELERI (DESERT SPOON)	46	5' TALL 6' WIDE	LOW
	LEUCOPHYLLUM REVOLUTUM (HOUDINI TEXAS RAGER)	9	4' TALL 4' WIDE	LOW		SWEET ACACIA (ACACIA SAMALLII)	10	20' TALL 20' WIDE	LOW

# ITEM 10.a.

## Walls and Fencing

The project proposes to construct 6-foot high decorative block walls along the northern property line and along the rear property line. Existing walls will be modified accordingly to increase the height in order to meet this standard.

## ENVIRONMENTAL REVIEW:

The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 (C) that exempts the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure.

## CORRESPONDENCE:

The City has received email correspondence from a local resident, Mr. Danny Gutierrez, who is opposed to this project (see attached email correspondence).

Additionally, the applicant has indicated that they are willing to build their dispensary at the southwest corner of Avenue 48 and Grapefruit Boulevard on the AM/PM property, if the City Council authorizes this option as part of Ordinance No. 1140.

## ALTERNATIVES:

- 1) Recommend approval of Conditional Use Permit No. 306 and Change of Zone No. 18-04 with the findings and conditions as recommended by staff.
- 2) Deny Conditional Use Permit No. 306 and Change of Zone 18-04.
- 3) Continue these items and provide staff and the applicant with direction.

## FISCAL IMPACT:

The proposed project will have positive fiscal impacts on City projects, through the collection of cannabis excise taxes which are administered through the City's Cannabis Regulatory Permit procedures.

## RECOMMENDED ACTION:

It is staff's recommendation that the Planning Commission open the public hearing and allow input from all proponents and opponents of the proposed project. Because the proposed Project is in conformance with the City's General Plan and the proposed use would be consistent with

# ITEM 10.a.

the Municipal Code and compatible with the surrounding uses in the area, it is staff's recommendation that the proposed project be approved by taking the following actions:

1. Adopt Resolution No. 2019-20 approving Conditional Use Permit No. 306 with the findings and attached conditions of approval
2. Introduce for 1<sup>st</sup> reading, by title only, Ordinance No. 1139 approving Change of Zone No. 18-04 with the findings in the attached draft ordinance.

Attachments:        Resolution No. 2019-20 approving CUP 306  
                          Ordinance No. 1139 approving CZ 18-04  
                          Exhibit A: Conditions of Approval for CUP 306  
                          Historical Building Permits  
                          Correspondence





**RESOLUTION NO. 2019-20**

**A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL APPROVING CONDITIONAL USE PERMIT (CUP 306) TO ALLOW A RETAIL CANNABIS MICROBUSINESS ON AN 11,250 SQUARE FOOT LOT IN THE R-M (RESIDENTIAL MULTIPLE FAMILY ZONE) LOCATED AT 791 ORCHARD AVENUE (NORTHWEST CORNER OF ORCHARD AVENUE AND 5<sup>TH</sup> STREET). ROOTS COACHELLA, APPLICANT.**

**WHEREAS**, John Russo (on behalf of Roots Coachella) filed an application for Conditional Use Permit 306 to allow a retail cannabis microbusiness on an 11,250 square foot parcel located at the northwest corner of Orchard Avenue and 5<sup>th</sup> Street, Assessor's Parcel No. 778-053-009 ("Project"); and,

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on CUP 306 and Change of Zone 18-04 on March 20, 2019 in the Council Chambers, 1515 Sixth Street, Coachella, California, and recommended that the conditional use permit be approved; 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 Council conducted a duly noticed public hearing on CUP 306 and Change of Zone 18-04 on June 12, 2019 in the Council Chambers, 1515 Sixth Street, Coachella, California, and members of the public were offered 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 and Change of Zone to allow the Project; and,

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

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

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

**WHEREAS**, the proposed project is exempt from the California Environmental Quality Act, as amended; and,

**WHEREAS**, the conditions as stipulated by the City are necessary to protect the public

# ITEM 10.a.

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 Conditional Use Permit No. 306, subject to the findings listed below and the attached Conditions of Approval for the Roots Cannabis Microbusiness (contained in “Exhibit A” and made a part herein).

## **Findings for Conditional Use Permit #306:**

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a General Neighborhood land use designation that allows for the proposed development. The proposed uses on the site are in keeping with the policies of the General Neighborhood land use classification and the Project is internally consistent with other General Plan policies for this type of development.

2. The Project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The site plan proposes a retail cannabis microbusiness that includes retail space, café, delivery office, conference rooms, offices, manufacturing and a parking lot. The Project complies with applicable RM-CO (Residential Multiple Family-Cannabis Overlay) 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 Neighborhood Commercial land use designation of the City’s general plan. This category provides for a broad spectrum of commercial and residential land uses. The proposed uses are compatible with existing adjacent land uses.

4. The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 (C) that exempts the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure.

**PASSED, APPROVED and ADOPTED** this 26<sup>th</sup> day of June 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 10.a.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-20 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 26<sup>th</sup> day of June, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk

**ORDINANCE NO. 1139**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE 18-04 THAT PROPOSES TO ADD THE RC (RETAIL-CANNABIS) OVERLAY ZONE TO THE EXISTING R-M (MULTI FAMILY RESIDENTIAL) ZONE AMENDING THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF ORCHARD STREET AND 5<sup>TH</sup> STREET, ROOTS COACHELLA, APPLICANT. (1<sup>st</sup> Reading)**

**WHEREAS**, in June 2018, Roots Coachella, filed an application for Change of Zone 18-04 to change the zoning on a 11,125 square foot lot located at the northwest corner of Orchard Street and Sixth Street from R-M (Multi Family Residential ) to RM-RC (Multi Family Residential-Retail Cannabis Overlay zone, and,

**WHEREAS**, the City has processed Change of Zone 18-04 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**, on March 20, 2019 the Planning Commission of the City of Coachella held a duly noticed and published Public Hearing on the proposed project and recommended to the City Council approval of Change of Zone 18-04 adopting the recommended findings and staff recommendations; and,

**WHEREAS**, the City Council of the City of Coachella finds that the applicant's request for Change of Zone 18-04 is internally consistent with the overall goals, objectives, policies and implementation measures of the Coachella General Plan 2035.

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

**Section 1.** That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone 18-04 Map marked "Exhibit A" from R-M (Multi Family Residential) to Multi Family Residential-Retail Cannabis Overlay (RM-RC) Zone on property located at the northwest corner of Orchard Avenue and 5<sup>th</sup> Street, with the findings listed below.

**Findings for Change of Zone 18-04:**

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a General Neighborhood land use designation that allows for the proposed development. The proposed change of zone is in keeping with the policies of the General Neighborhood District land use classification and the Project is internally consistent with other General Plan policies for this type of development.

# ITEM 10.a.

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 cannabis microbusiness. The Project complies with applicable R-M (Residential Multiple Family) and Section 17.47.020 property development standards as proposed.
3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The proposed change of zone is compatible with existing surrounding land uses that include residential homes, Veterans Memorial Park and the Rabobank bank facility.
4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project propose a cannabis microbusiness that is permitted in the R-M (Residential Multiple Family) zone pursuant to an approved Conditional Use Permit. Surrounding properties to the project site include single family residential land uses with scattered vacant lots. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development. The land uses will be regulated by a conditional use permit which will regulate hours of operation for the business.
5. The Project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15303 (C) that exempts the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure.

## **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.

# ITEM 10.a.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Coachella this 12<sup>th</sup> day of June 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

---

Steven A. Hernandez, Mayor  
City of Coachella

ATTEST:

---

Angela M. Zepeda, City Clerk  
City of Coachella

APPROVED AS TO FORM:

---

Carlos L. Campos, City Attorney  
City of Coachella

# ITEM 10.a.

“Exhibit A”



## “EXHIBIT A”

### CONDITIONS OF APPROVAL FOR THE ROOTS RETAIL CANNABIS MICROBUSINESS (CUP 306)

#### General Conditions

1. Conditional Use Permit No. 306 hereby approves the Development of 4,080 square foot retail cannabis microbusiness with coffee take-out window at 791 Orchard Street. Hours of operation for the retail cannabis microbusiness and the coffee take-out window may be from 10:00 am to 10:00 p.m. daily.
2. Conditional Use Permit No. 306 shall be contingent upon the effective approval of Change of Zone No. 18-04.
3. The construction or remodeling of all structures shall be in conformance with construction drawings and landscaping plans designed in accordance with the Roots Retail Cannabis Microbusiness and the conditions of approval imposed below:
  - a. All exterior building materials and colors shall substantially match the exhibits submitted with the Roots Retail Cannabis Microbusiness Development applications.
  - b. All fencing or garden walls shall be subject to issuance of a separate building permit by the City Building Division.
  - c. 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.
  - d. All masonry/wrought iron perimeter walls and garden walls shall be consistent with the submitted plans, 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 the conditional use permits, 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,

# ITEM 10.a.

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 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.
8. No uses, except storage of materials used by the dispensary or bar/pub are permitted on the second floor of the structure.
9. No retail cannabis sales may occur without all building and site improvements completed as proposed under CUP 306
10. Prior to any land disturbance, including grading or construction, the following mitigation measures shall be implemented:
  - a) In the event any onsite structures are demolished, 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) In the event any onsite structures are demolished, 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

# ITEM 10.a.

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, 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 material 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) 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.
- i) 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 buildings shall be permitted prior to written approval by the

# ITEM 10.a.

Fire Department.

## **Engineering – Grading and Drainage:**

11. 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. □
12. 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. □
13. 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.
14. Applicant shall obtain approval of site access and circulation from Fire Marshall.
15. 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 six (6) feet as measured from an average of the ground elevations on either side.

## **Engineering – Street Improvements:**

16. 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 standards for commercial driveways with a minimum width of 24.00 feet and curbed radius entrances.

17. Applicant shall obtain an encroachment permit for any improvements constructed within public right-of-way including alleys.

## **Engineering-Sewer and Water Improvements**

18. Sewer & Water Improvement Plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check and City Engineer approval.
19. Applicant shall construct all off-site and on-site water improvements and any other incidental works necessary to complete the improvements.
20. A separate fire connection is required as per standard W-1, W-4, W-7, W-10 (Above ground) for the new construction with the following criteria: If a building exceeds 3600 square feet and/or has more than 100 seating area. Fire hydrants are required within 250 feet minimum from the closest building point to the hydrant. Pipe type c-900-CLS-200.

## **Engineering – General:**

21. Fire department shall approve traffic circulation to ingress and egress of the property. □
22. 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 bond form, in amount of \$2,000.00 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, 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.
23. 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.
24. 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.

## **Engineering – Completion:**

25. "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.
26. Prior to issuance to of certificate of occupancy, all public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be

# ITEM 10.a.

completed to the satisfaction of the City Engineer. An Engineering final inspection is required.

## **Environmental Compliance:**

27. The applicant shall comply with the following items prior to issuance of building permits:
  - a) Verify that asbestos has been mitigated and submit disposal and closure plan
  - b) Submit detailed plumbing and mechanical plans
  - c) Facility required to submit a source control survey;
  - d) Backflow devices; will require Reduced Pressure Principle Device (RP) within 12 inches of water service installed to protect water supply from contamination or pollution;
  - e) Install separate AMI metering system for each building;
  - f) Install separate AMI water service meter for irrigation system;
28. The project must 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 microspray systems;

## **Fees:**

29. Prior to the issuance of a building permit, the applicant shall pay all applicable Development Impact Fees to the City including outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to the Development Services Department prior to permit issuance.
30. The applicant shall be responsible for paying all applicable development and processing (plan check, inspection, etc.) fees associated with this project.
31. The applicant shall pay all required water connection fees.
33. The project is subject to payment of all development impact fees whether or not explicitly stated in other conditions of approval or the environmental mitigation measures for the subject project.
34. The Coachella Valley Unified School District is authorized by the State Legislature to levy developer fee on commercial development. The Applicant or successor in interest shall pay fees in effect at the time of building permit issuance. The fees collected will be used to assist in the housing of students within the Coachella Valley Unified School District.
35. The applicant shall work with the Development Services Director to enlarge the interior size of the coffee shop to allow for dining by non-cannabis patrons.
36. The murals proposed on the building shall exclude cannabis images or text so as to not be regulated as signs.

765-284-009

APPLICANT TO FILL IN BETWEEN HEAVY LINES

Building Address	Receipt No.	Group	Plan Check No.	Permit No.
5th St, Coachella				B 159
Owner Name: Robert D. Hottel	Date Received	Zone	Type	Date Issued
Address: 1857 St	2-18-63			
City: Coachella				
Tel. No.				

INSPECTION RECORD

Set Back
Excavation and Forms
Concrete
Reinforcing Steel
Bond Beam
Frame
Roofing
Room Ventilation
Kitchen Vent
Foundation Vent
Access Hole
Garage Fire Proofing
Fireplace
Water Closet
Water Heater
Sewage Disposal
Lathing
Plastering
Certificate of Occupancy
Correction Order Left
Stop Order Issued
Stop Order Released

SPECIAL INFORMATION

Building Address	APPLICANT TO FILL IN BETWEEN HEAVY LINES				
	5th St, Coachella				
Owner	Name	Robert D. Hottel			
	Address	1857 St			
	City	Coachella			
	Tel. No.				
Architect Engineer	Name				
	Address				
	City				
	State License No.				
Contractor	Name				
	Address				
	City				
	State License No.	189807			
Legal	Lot No.				
	Tract	Block			
Description of Work	New Add Alter Repair Demolish	ALTER INTERIOR BUILDING			
	Use of Building	ALTER INTERIOR BUILDING			
	Size Building	Height			
	No. Rooms	No. Families			
	No. Stories	Size of Lot			
	No. Buildings Now on Lot	Use of Bldg. Now on Lot			

1. Type of Construction	I	II	III	IV	V	VI																				
2. Occupancy Group	A	B	C	D	E	F	G	H	I	J	K															
Division	1	2	3	4																						
3. Use Zone	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
4. Fire Zone	1	2	3	4	5	6	7	8	9																	

I certify that in the performance of the work for which this permit is issued I shall not employ any person in any manner so as to become subject to the Workmen's Compensation Laws of California; or I certify that my Workmen's Compensation Insurer is \_\_\_\_\_ Policy No. \_\_\_\_\_ which expires \_\_\_\_\_

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City Ordinances and State Laws regulating building construction.

Authorized Agent: Robert D. Hottel Signature of Permittee: [Signature]

\$ Valuation	600.00	Plan Check Fee	
		Permit Fee	400

-563-

ITEM 10.a.

APPLICANT TO FILL IN BETWEEN HEAVY LINES

Building Address

Date Issued

Ready First Insp.

Group

Zone

Permit No.

Building Address

791 ORCHARD ST

5-7-64

E223

Owner

Name

E.E. Delcup

Address

444 E. Orchard 791

City

Coachella, Ca. Tel. No.

Electrician

Name

W. Gordon

Address

444 E. Orchard

City

Coachella, Ca. Tel. No.

72448

I hereby acknowledge that I have read this application and state that the information I have provided is correct and agree to comply with all City Ordinances and State Laws regulating electrical wiring.

I hereby certify that I am properly registered and/or licensed as required by the City and State of California or that I am the legal owner of the residential property described hereon.

Signature of Permittee

NUMBER AND TYPE OF OUTLETS

	Number	Each	Fee
Light Outlets	20		
Receptacles	5		
Switches	2		
Total Outlets			\$ .10
Electric Ranges			.50
Electric Heaters			.50
Fixtures			.10
Miscellaneous			
Number of Light Circuits			
Number of Receptacle Circuits			

MOTORS

Number	H. P.	Horsepower		Fee Each
		Over	Inc.	
		1/2 & Less	2	\$ .25
		1/2	2	.50
		2	5	1.00
		5	15	1.50
		15	50	2.50
		50	200	5.00
		Over 200		10.00

M. G. Set/Freq. Changer—H. P.

Welders: AC-KVA

Generators—KW

Transformers—KVA

Temp. Motors (75% of Orig.)

Miscellaneous

SIGNS

No.	No. Lamps
No.	No. Trans

For Each Permit

Wiring	\$1.00	
Fixtures	1.00	
Supplementary	.50	
Total Fee	Min. \$2.00	2.00

INSPECTION RECORD

3 Ph				
1 Ph				
U. G.	Service:	Conduit	Wire	110 V.
O. H.	Switch	Fuse		220 V.
				440 V.

APPROVALS

	Date	Inspector
Conduit		
Wiring		E. Boy
Fixtures		
Power		
Utility Co. Notified		
Final		









**BUILDING DEPARTMENT  
CITY OF COACHELLA**

7.65 - 284 - 004 APPLICATION FOR  
**BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY**

895-

**APPLICANT TO FILL IN BETWEEN HEAVY LINES**

Building Address: Corner of 5<sup>th</sup> & Orchard - Medical Bldg.

**Owner**  
Name: R. B. & M. WADE  
Address: 791 ORCHARD  
City: COACHELLA Tel. No. EX 8-0289

**Architect Engineer**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State License No. \_\_\_\_\_ Tel. No. \_\_\_\_\_

**Contractor**  
Name: DISPLAY ADVERTISING ACOY.  
Address: 82-030 HWY 111  
City: INDIO  
State License No. \_\_\_\_\_ Tel. No. DI-7-0066

**Legal**  
Lot No. \_\_\_\_\_ Block \_\_\_\_\_  
Tract \_\_\_\_\_

**Description of Work**

New	Add	Alter	Repair	Demolish
Use of Building: <u>Erect sign 12 ft -</u>				
Size Building		Height		
No. Rooms	No. Families			
No. Stories	Size of Lot			
No. Buildings Now on Lot	Use of Bldg. Now on Lot			

Building Address: \_\_\_\_\_

Receipt No.	Group	Plan Check No.	Permit No.
			<u>B-691</u>
Date Received	Zone	Type	Date Issued
			<u>10/27/65.</u>

**INSPECTION RECORD**

Set Back
Excavation and Forms
Concrete
Reinforcing Steel
Bond Beam
Frame
Roofing
Room Ventilation
Kitchen Vent
Foundation Vent
Access Hole
Garage Fire Proofing
Fireplace
Water Closet
Water Heater
Sewage Disposal
Lathing
Plastering
Certificate of Occupancy
Correction Order Left
Stop Order Issued
Stop Order Released

**SPECIAL INFORMATION**

1. Type of Construction	I	II	III	IV	V	VI							
2. Occupancy Group	A	B	C	D	E	F	G	H	I	J	K		
	Division			1	2	3	4						
3. Use Zone	A	B	C	D	E	F	G	H	I	J	K	L	M
	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	1	2	3	4	5	6	7	8	9				
4. Fire Zone	1	2	3	4									

I certify that in the performance of the work for which this permit is issued I shall not employ any person in any manner so as to become subject to the Workmen's Compensation Laws of California; or I certify that my Workmen's Compensation Insurer is \_\_\_\_\_ Policy No. \_\_\_\_\_ which expires \_\_\_\_\_

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City Ordinances and State Laws regulating building construction.

Authorized Agent: \_\_\_\_\_  
Signature of Permittee: [Signature]

Valuation: \$ 86.00  
Plan Check Fee: \_\_\_\_\_  
Permit Fee: \$ 3.00

ITEM 10.a.



# ITEM 10.a.

2199

## INSPECTION RECORD

## AIR CONDITIONING PERMIT

CITY OF COACHELLA, CALIFORNIA

Phone (714) 398-0161

765-284-009

OWNER Ribton Wade M.D.

791 Orchard

CONTRACTOR owner

JOB ADDRESS 791 Orchard (398-0128)

LOT 9 BLK 12 TRACT

ARCHITECT

ENGINEER

PURPOSE OF PERMIT

remodel x-rays room

PLAN CK SPECIAL INSP

AIR COND PLUMB yes ELECT yes

LOT SIZE 124x90 BLDG. SIZE

VALUATION 1,000.00 FOOTAGE

OCCUPANCY GROUP F-2 USE ZONE R-2

TYPE CONSTR. V FIRE ZONE 3

SETBACK-FRONT V REAR SIDE

CURBING in TYPE V CEMENT

DATE REC. 6-5-73 DATE APP. 6-5-73

APPROVED BY [Signature]

SPECIAL NOTES:

OWNER-BUILDER

CONTRACTOR

I certify that in the performance of the work for which this permit is issued I shall not employ any person in violation of the workmen's compensation laws of California.

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City Ordinances and State laws applicable.

Signed: [Signature]

FEES: PLAN CK BUILDING 10.00

TOTAL OF ALL FEES \$13.00

## NOTICE TO CONTRACTORS & SUB-CONTRACTORS

Final inspection of this job may be withheld until all contractors or sub-contractors having performed work under the above building permit have signed this card below as having valid Coachella business licenses.

GRADING

SEWERS

FRAMING

ROOFING

PLUMBING

LATHING

FLOORING

TILES

PAVING

PAINTING

OTHER

CEMENT

MASONRY

ELECTRIC

HEATING

PLASTERING

CABINETS

GLAZING

SHEET METAL

INSULATION

OTHER:

## EXCAVATION & SETBACKS:

Pour no concrete until

signed here. INT. DATE

SETBACKS

FOOTINGS

FORMS OR STEEL

## CONCRETE SLAB FLOOR:

Do not pour until signed

ELECTRIC Gnrwk

PLUMBING Gnrwk

SLAB HEIGHT

ELECT GROUND

CRUSHED ROCK

## ROUGH INSPECTIONS:

Cover no work until signed

ELECTRIC

PLUMBING

T & P VALVE

GAS LINES

A/C & HEATING

ATTIC ACCESS

ATTIC VENTS

GARAGE VENTS

FRAMING

ROOF NAILING

OTHER:

## SPECIAL INSPECTION:

Cover no work until signed

INSULATION

## LATH & PLASTER:

Cover no work until signed

EXT LATH

INT LATH

SHOWER BACKING

CORNER BEAD

VENEER ANCHORS

## FINISH INSPECTION:

Do not occupy until signed

ELECTRICAL

PLUMBING

GAS

A/C & HEATING

BUILDING

SEWAGE

CURBING

PARKING

DOOR CLOSER

T & P VALVE

OTHER:

AMOUNT CLASSIFICATION FEE

PERMIT

APPLIANCES

AIR DUCTS

VENTS

VENT DUCTS

COMPRESSORS

COILS

TOWERS

COOLERS

PRE-COOLERS

SPECIAL INSP

OTHER:

TOTAL FEE

Special Notes:

## ELECTRICAL PERMIT

AMOUNT CLASSIFICATION FEE

PERMIT 3.00

SERVICE

ONE CENT RATE

1/2 CENT RATE

FIXTURES

GENERATORS

APPLIANCES

MISC. 5.00

MOTORS

OUTLETS

SIGNS

CONSTR POLE

TRANSFORMERS

ANNUAL PERMIT

SPECIAL INSP.

OTHER:

TOTAL FEE 8.00

Special Notes:

## PLUMBING PERMIT

AMOUNT CLASSIFICATION FEE

PERMIT 2.00

FIXTURES 1.50

SEWER

PRIVATE SEWER

WATER HEATER

GAS PIPING

WATER PIPING 1.50

DRAINAGE

SPRINKLERS

OTHER:

TOTAL FEE 5.00

Special Notes:

**BUILDING PERMIT**

**CITY OF COACHELLA, CALIFORNIA**

Phone (714) 398-6131 N<sup>o</sup> 3966

OWNER Rabton Wade 765-284-009

CONTRACTOR Custom Roofing Co.

JOB ADDRESS 791 Orchard

LOT BLK TRACT

ARCHITECT

ENGINEER

PURPOSE OF PERMIT Reroofing

PLAN CK \_\_\_\_\_ SPECIAL INSP \_\_\_\_\_

AIR COND \_\_\_\_\_ PLUMB \_\_\_\_\_ ELECT \_\_\_\_\_

LOT SIZE \_\_\_\_\_ BLDG. SIZE \_\_\_\_\_

VALUATION \$1,850.00 FOOTAGE \_\_\_\_\_

OCCUPANCY GROUP \_\_\_\_\_ USE ZONE \_\_\_\_\_

TYPE CONSTR. \_\_\_\_\_ FIRE ZONE \_\_\_\_\_

SETBACK-FRONT \_\_\_\_\_ REAR \_\_\_\_\_ SIDE \_\_\_\_\_

CURBING \_\_\_\_\_ TYPE V CEMENT \_\_\_\_\_

DATE REC. \_\_\_\_\_ DATE APP. 11-14-77

APPROVED BY \_\_\_\_\_

SPECIAL NOTES:

**OWNER-BUILDER**

**CONTRACTOR**

I certify that in the performance of the work for which this permit is issued I shall not employ any person in violation of the workmen's compensation laws of California.

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City Ordinances and State laws applicable.

Signed: \_\_\_\_\_  
FEES: PLAN CK \_\_\_\_\_ BUILDING \$25.00  
TOTAL OF ALL FEES \$25.00

**NOTICE TO CONTRACTORS & SUB-CONTRACTORS**

Final inspection of this job may be withheld until all contractors or sub-contractors having performed work under the above building permit have signed this card below as having valid Coachella business licenses.

- GRADING \_\_\_\_\_
- SEWERS \_\_\_\_\_
- FRAMING \_\_\_\_\_
- ROOFING \_\_\_\_\_
- PLUMBING \_\_\_\_\_
- LATHING \_\_\_\_\_
- FLOORING \_\_\_\_\_
- TILES \_\_\_\_\_
- PAVING \_\_\_\_\_
- PAINTING \_\_\_\_\_
- OTHER \_\_\_\_\_
- VENT \_\_\_\_\_
- MASONRY \_\_\_\_\_
- ELECTRIC \_\_\_\_\_
- EATING 3966

- PLASTERING \_\_\_\_\_
- CABINETS \_\_\_\_\_
- GLAZING \_\_\_\_\_
- SHEET METAL \_\_\_\_\_
- INSULATION \_\_\_\_\_
- OTHER: \_\_\_\_\_

**INSPECTION RECORD**

**EXCAVATION & SETBACKS:**  
Pour no concrete until signed here. INT. DATE

SETBACKS \_\_\_\_\_

FOOTINGS \_\_\_\_\_

FORMS OR STEEL \_\_\_\_\_

**CONCRETE SLAB FLOOR:**  
Do not pour until signed

ELECTRIC Gnrwk \_\_\_\_\_

PLUMBING Gnrwk \_\_\_\_\_

SLAB HEIGHT \_\_\_\_\_

ELECT GROUND \_\_\_\_\_

CRUSHED ROCK \_\_\_\_\_

**ROUGH INSPECTIONS:**  
Cover no work until signed

ELECTRIC \_\_\_\_\_

PLUMBING \_\_\_\_\_

T & P VALVE \_\_\_\_\_

GAS LINES \_\_\_\_\_

A/C & HEATING \_\_\_\_\_

ATTIC ACCESS \_\_\_\_\_

ATTIC VENTS \_\_\_\_\_

GARAGE VENTS \_\_\_\_\_

FRAMING \_\_\_\_\_

ROOF NAILING \_\_\_\_\_

OTHER: \_\_\_\_\_

**SPECIAL INSPECTION:**  
Cover no work until signed

INSULATION \_\_\_\_\_

**LATH & PLASTER:**  
Cover no work until signed

EXT LATH \_\_\_\_\_

INT LATH \_\_\_\_\_

SHOWER BACKING \_\_\_\_\_

CORNER BEAD \_\_\_\_\_

VENEER ANCHORS \_\_\_\_\_

**FINISH INSPECTION:**  
Do not occupy until signed

ELECTRICAL \_\_\_\_\_

PLUMBING \_\_\_\_\_

GAS \_\_\_\_\_

A/C & HEATING \_\_\_\_\_

BUILDING \_\_\_\_\_

SEWAGE \_\_\_\_\_

CURBING \_\_\_\_\_

PARKING \_\_\_\_\_

DOOR CLOSER \_\_\_\_\_

T & P VALVE \_\_\_\_\_

OTHER: \_\_\_\_\_

**AIR COND. ITEM 10.a.**

AMOUNT	CLASSIFICATION	FEE
	PERMIT	
	APPLIANCES	
	AIR DUCTS	
	VENTS	
	VENT DUCTS	
	COMPRESSORS	
	COILS	
	TOWERS	
	COOLERS	
	PRE-COOLERS	
	SPECIAL INSP	
	OTHER:	
	<b>TOTAL FEE</b>	

Special Notes:

**ELECTRICAL PERMIT**

AMOUNT	CLASSIFICATION	FEE
	PERMIT	
	SERVICE	
	ONE CENT RATE	
	1/2 CENT RATE	
	FIXTURES	
	GENERATORS	
	APPLIANCES	
	MISC.	
	MOTORS	
	OUTLETS	
	SIGNS	
	CONSTR POLE	
	TRANSFORMERS	
	ANNUAL PERMIT	
	SPECIAL INSP.	
	OTHER:	
	<b>TOTAL FEE</b>	

Special Notes:

**PLUMBING PERMIT**

AMOUNT	CLASSIFICATION	FEE
	PERMIT	
	FIXTURES	
	SEWER	
	PRIVATE SEWER	
	WATER HEATER	
	GAS PIPING	
	WATER PIPING	
	DRAINAGE	
	SPRINKLERS	
	OTHER:	
	<b>TOTAL FEE</b>	

Special Notes:

# City of Coachella

1515 Sixth Street Coachella, California 92236 Phone: 398-3002

## APPLICATION AND PERMIT

No 0674

Owner Dr. Wade Address 791 Orchard  
 Job Address same Tract \_\_\_\_\_ Lot \_\_\_\_\_  
 Description of Work Partial Cold water repipe - six sinks stone toilet  
 SPECIAL CONDITIONS \_\_\_\_\_  
 Contractor Valley Plumbing State Lic. No. 273089 City Lic. No. 1509  
 Address P.O. Box 665 Phone 347-3629  
 Workers Compensation Insurer \_\_\_\_\_  
 Compensation Insurance Exemption On File  Construction Lender \_\_\_\_\_

Date March 3, 19 87  
 FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_  
 OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_  
 SQ. FT. \_\_\_\_\_ GARAGE \_\_\_\_\_  
 COUNTY ASSESSOR'S NUMBER  
765-284-009

ITEM 10.a.

PLUMBING AND/OR MECHANICAL			ELECTRICAL			BUILDING, SIGN AND/OR GRADING	
QTY.	ITEM	AMOUNT	QTY.	ITEM	AMOUNT	Est. Cost of Bldg.	
1	Permit	8 00		Permit		DESCRIPTION	
	Plumbing Fixtures	28 00		Service Amp.		AMOUNT	
	Sewer Connection			Fixtures		Building Permit Fee	
	Water System			Outlets & Switches		Sign Permit Fee	
	Gas System			New Building		Grading Permit Fee	
				Temporary Power		Plan Check Fee	
				One Cent Rate		OTHER	
	Total Plumbing	36 00		1/2 Cent Rate		Plumbing	36 00
	Mechanical Permit						
	Heating Unit						
	Airconditioning Unit					New Construction Tax	
	Range Hood					TOTAL FEES PAYABLE	
							36 00
	Total Mechanical			TOTAL ELECT.			
	TOTAL						

**CERTIFICATION APPEARING ON APPLICATIONS**

I have carefully examined the above completed "Application and Permit," and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued to comply with all City, County and State laws governing building construction, whether specified herein or not; and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

*Mike Wade*  
 Applicant's Signature

OWNER  CONTRACTOR  AGENT

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

*Pat Granados*  
 Building by Sally Planning





ITEM 10.a.

# City of Coachella

1515 Sixth Street    Coachella, California 92236    Phone: 398-3002

## APPLICATION AND PERMIT

No 0674

Owner Dr. Wade    Address 791 Orchard  
 Job Address SAND  
 Description of Work Partial Cold water repipe - six sinks around toilet

Date March 3, 19 87

SPECIAL CONDITIONS \_\_\_\_\_  
 Contractor Valley Plumbing    State Lic. No. 273088    City Lic. No. 1589  
 Address P.O. Box 665    Phone 347-3629

FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_  
 OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_  
 SQ. FT. \_\_\_\_\_ GARAGE \_\_\_\_\_  
 COUNTY ASSESSOR'S NUMBER  
765-204-000

Workers Compensation Insurer \_\_\_\_\_  
 Compensation Insurance Exemption On File     Construction Lender \_\_\_\_\_

BUILDING	APPROVAL	INSPECTOR
	Date	
Set Backs		
574- Foundations		
Frame		
Insulation		
Dry Wall		
Lath		
Roof Nailing		
Bond Beam		
Final	3-6-87	<i>Dr. Wade</i>

PLUMBING	APPROVAL	INSPECTOR
	Date	
Rough	3-6-87	<i>Dr. Wade</i>
Wet Test		
Sewer		
Piping	3-6-87	<i>Dr. Wade</i>
Pressure		
Gas		
Service		

ELECTRIC	APPROVAL	INSPECTOR
	Date	
Rough		
Grounding		
Outlets		
Fixtures		
Service		
Sub Feed		

**NOTICE**  
 Inspections will be made by appointment when each phase is ready for inspection. This permit will become null and void if construction work is not started within 180 days from date of permit, or if the same period lapses between inspections. Work that is concealed or completed without inspection may be rejected. Any deviation from approved plans must be authorized IN WRITING.

**NOTICE TO CONTRACTORS**  
 Final Inspections and Certificate of Completion or Occupancy must be obtained before occupying or using a building.  
**TACK THIS CARD IN CONSPICUOUS PLACE ON BUILDING.**  
 CALL FOR INSPECTION (24 HOURS IN ADVANCE)

*OK*

# City of Coachella

1515 Sixth Street Coachella, California 92236 Phone: 398-3002

## APPLICATION AND PERMIT

No 0700

Owner Ripton Wade Address 791 Orchard Avenue

Job Address Same Tract \_\_\_\_\_ Lot \_\_\_\_\_

Description of Work Replace existing wall mounted sign with approximately a 1 X 10 Doctor's office sign.

SPECIAL CONDITIONS \_\_\_\_\_

Contractor Owner Builder State Lic. No. \_\_\_\_\_ City Lic. No. \_\_\_\_\_

Address \_\_\_\_\_ Phone 398-0128

Workers Compensation Insurer \_\_\_\_\_ Address \_\_\_\_\_

Compensation Insurance Exemption On File  Construction Lender \_\_\_\_\_

Date February 4 1987

FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_

OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_

SQ. FT. 10 GARAGE \_\_\_\_\_

COUNTY ASSESSOR'S NUMBER

765-284-009

PLUMBING AND/OR MECHANICAL			ELECTRICAL			BUILDING, SIGN AND/OR GRADING		
Contractor			Contractor			Est. Cost of Bldg. <u>\$100.00</u>		
QTY.	ITEM	AMOUNT	QTY.	ITEM	AMOUNT	DESCRIPTION	AMOUNT	
-575-	Permit			Permit		Building Permit Fee	10	00
	Plumbing Fixtures			Service Amp.		Sign Permit Fee		
	Sewer Connection			Fixtures		Grading Permit Fee		
	Water System			Outlets & Switches		Plan Check Fee		
	Gas System			New Building		OTHER		
				Temporary Power				
				One Cent Rate				
	Total Plumbing			1/2 Cent Rate				
	Mechanical Permit							
	Heating Unit					New Construction Tax		
	Airconditioning Unit							
	Range Hood					TOTAL FEES PAYABLE	10	00
	Total Mechanical							
	TOTAL			TOTAL ELECT.				

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not vent the building official from thereafter requiring the rection of errors in said plans and specifications. Every permit issued by the Building Official under the visions of this Code shall expire by limitation and bec null and void, if the building or work authorized by permit is not commenced within 180 days from the dat such permit, or if the building or work authorized by permit is suspended or abandoned at any time after work is commenced for a period of 180 days.

### CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit," and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued to comply with all City, County and State laws governing building construction, whether specified herein or not; and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

Applicant's Signature

OWNER  CONTRACTOR  AGENT

Building

Planning

ITEM 10.a.

# City of Coachella

## APPLICATION AND PERMIT

PERMIT NO. 070

ITEM 10.a.

Architect or Engineer \_\_\_\_\_  
Architect's or Engineer's Address \_\_\_\_\_  
Lic. No. \_\_\_\_\_

### LICENSED CONTRACTORS DECLARATION

I hereby affirm that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.  
License Class \_\_\_\_\_ Lic. Number \_\_\_\_\_  
Date \_\_\_\_\_  
Contractor \_\_\_\_\_

### OWNER-BUILDER DECLARATION

I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

- I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale.)
- I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

I am exempt under Sec. \_\_\_\_\_, B. & P. C. for this reason \_\_\_\_\_  
Date 2-4-89

### WORKERS' COMPENSATION DECLARATION

I hereby affirm that I have a certificate of consent to self-insure or a certificate of Workers' Compensation Insurance, or a certified copy thereof (Sec. 3800, Lab. C.).  
Policy No. \_\_\_\_\_ Company \_\_\_\_\_  
 Certified copy is hereby furnished.  
 Certified copy is filed with the Department of Planning and Development.  
Date \_\_\_\_\_ Applicant \_\_\_\_\_

### CERTIFICATE OF EXEMPTION FOR WORKERS' COMPENSATION INSURANCE

(This section need not be completed if the permit is for one hundred dollars (\$100) or less.)

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California.

Date \_\_\_\_\_ Applicant \_\_\_\_\_

NOTICE TO APPLICANT: If, after making this Certificate of Exemption, you should become subject to the Workers' Compensation provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked.

### CONSTRUCTION LENDING AGENCY

I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ.C.).

Lender's Name \_\_\_\_\_

Lender's Address \_\_\_\_\_

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this county to enter upon the above-mentioned property for inspection purposes.

Signature of Applicant or Agent \_\_\_\_\_

Date \_\_\_\_\_

576-

# City of Coachella

1515 Sixth Street Coachella, California 92236 Phone: 398-3002

## APPLICATION AND PERMIT

Nº 0700

Owner Ripton Wade Address 791 Orchard Avenue  
 Job Address Same Tract \_\_\_\_\_ Lot \_\_\_\_\_  
 Description of Work Replace existing wall mounted sign with approximately a 1 X 10 Doctor's office sign.  
 SPECIAL CONDITIONS \_\_\_\_\_  
 Contractor Owner builder State Lic. No. \_\_\_\_\_ City Lic. No. \_\_\_\_\_  
 Address \_\_\_\_\_ Phone 398-0128  
 Workers Compensation Insurer \_\_\_\_\_ Address \_\_\_\_\_  
 Compensation Insurance Exemption On File  Construction Lender \_\_\_\_\_

Date February 4 1987  
 FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_  
 OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_  
 SQ. FT. 10 GARAGE \_\_\_\_\_  
 COUNTY ASSESSOR'S NUMBER  
765-284-009

PLUMBING AND/OR MECHANICAL			ELECTRICAL			BUILDING, SIGN AND/OR GRADING	
Contractor			Contractor			Est. Cost of Bldg. <u>\$100.00</u>	
QTY.	ITEM	AMOUNT	QTY.	ITEM	AMOUNT	DESCRIPTION	AMOUNT
-577-	Permit			Permit		Building Permit Fee	10 00
	Plumbing Fixtures			Service Amp.		Sign Permit Fee	
	Sewer Connection			Fixtures		Grading Permit Fee	
	Water System			Outlets & Switches		Plan Check Fee	
	Gas System			New Building		OTHER	
				Temporary Power			
				One Cent Rate			
	Total Plumbing			½ Cent Rate			
	Mechanical Permit						
	Heating Unit					New Construction Tax	
	Airconditioning Unit						
	Range Hood					TOTAL FEES PAYABLE	10 00
	Total Mechanical						
	TOTAL			TOTAL ELECT.			

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not vent the building official from thereafter requiring the rection of errors in said plans and specifications. Every permit issued by the Building Official under the visions of this Code shall expire by limitation and bec null and void, if the building or work authorized by permit is not commenced within 180 days from the date such permit, or if the building or work authorized by permit is suspended or abandoned at any time after work is commenced for a period of 180 days.

ITEM 10.a.

**CERTIFICATION APPEARING ON APPLICATIONS**  
 I have carefully examined the above completed "Application and Permit," and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued to comply with all City, County and State laws governing building construction, whether specified herein or not; and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

*[Signature]*  
 Applicant's Signature

OWNER  CONTRACTOR  AGENT

*[Signature]*  
 Building

*[Signature]*  
 Planning

City of Coachella

APPLICATION AND PERMIT

1515 Sixth Street Coachella, California 92236 Phone: 398-3002

No 0700

ITEM 10.a.

Owner Ripton Wade Address 791 Orchard Avenue

Job Address Same Tract \_\_\_\_\_ Lot \_\_\_\_\_

Description of Work Replace existing wall mounted sign with approximately a 1 X 10 Doctor's office sign.

Date February 4 1987

FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_

OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_

SQ. FT. 10 GARAGE \_\_\_\_\_

COUNTY ASSESSOR'S NUMBER

765-284-099

SPECIAL CONDITIONS \_\_\_\_\_

Contractor Owner Builder State Lic. No. \_\_\_\_\_ City Lic. No. \_\_\_\_\_

Address \_\_\_\_\_ Phone 398-0120

Workers Compensation Insurer \_\_\_\_\_ Address \_\_\_\_\_

Compensation Insurance Exemption On File  Construction Lender \_\_\_\_\_

BUILDING	APPROVAL	INSPECTOR
	Date	
Set Backs		
Foundations		
578 Time		
Insulation		
Dry Wall		
Lath		
Roof Nailing		
Bond Beam		
Final	<u>3-31-87</u>	<u>[Signature]</u>

PLUMBING	APPROVAL	INSPECTOR
	Date	
Rough		
Wet Test		
Sewer		
Piping		
Pressure		
Gas		
Service		

ELECTRIC	APPROVAL	INSPECTOR
	Date	
Rough		
Grounding		
Outlets		
Fixtures		
Service		
Sub Feed		

**NOTICE**  
 Inspections will be made by appointment when each phase is ready for inspection. This permit will become null and void if construction work is not started within 180 days from date of permit, or if the same period lapses between inspections.  
 Work that is concealed or completed without inspection may be rejected.  
 Any deviation from approved plans must be authorized IN WRITING.

**NOTICE TO CONTRACTORS**  
 Final Inspections and Certificate of Completion or Occupancy must be obtained before occupying or using a building.  
**TACK THIS CARD IN CONSPICUOUS PLACE ON BUILDING.**  
**CALL FOR INSPECTION (24 HOURS ADVANCE) - Phone: 398-3002**

*[Handwritten initials]*



# ITEM 10.a.<sup>A</sup>

## COMMUNITY & DEVELOPMENT SERVICES

Inspection Request Require 24 Hour Notice  
(760) 398-3002



DATE: 10/12/2009  
PERMIT NO: BL-2009-10-07587  
USE ZONE: General Commercial  
OCCUPANCY: CONSTR TYPE: SQ FT:

Project Address: 791 ORCHARD AVE  
COACHELLA CA 92236

Applicant's Name: DORIS WADE  
Owner's Name: DORIS WADE  
Owner's Address: 199 TORREMOLINOS ST  
RANCHO MIRAGE CA 92270

Project Valuation: \$ 152.00  
PARCEL #: 765284009  
LOT #: 10  
TRACT #: 0.00

Phone:  
Fax:

Contractor's Name:  
Contractor's Address:

Phone:  
Fax:

Business Lic:  
State Licence:

Contact Person:

Contact Phone:

Project Name:  
Permit Type: FENCE  
Description of Work: INSTALL CHAIN LINK GATES IN EXISTING MEDICAL OFFICE PROPERTY  
Condition:

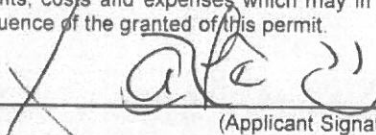
### FEE(S):

BUILDING FENCE	\$23.50	Strong Motion Instrumentation	\$0.50	Senate Bill 1473	\$1.00
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**TOTAL FEES: \$ 25.00**

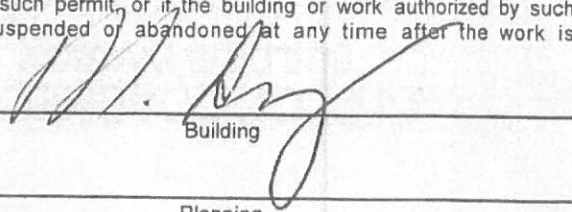
### CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

  
(Applicant Signature)

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

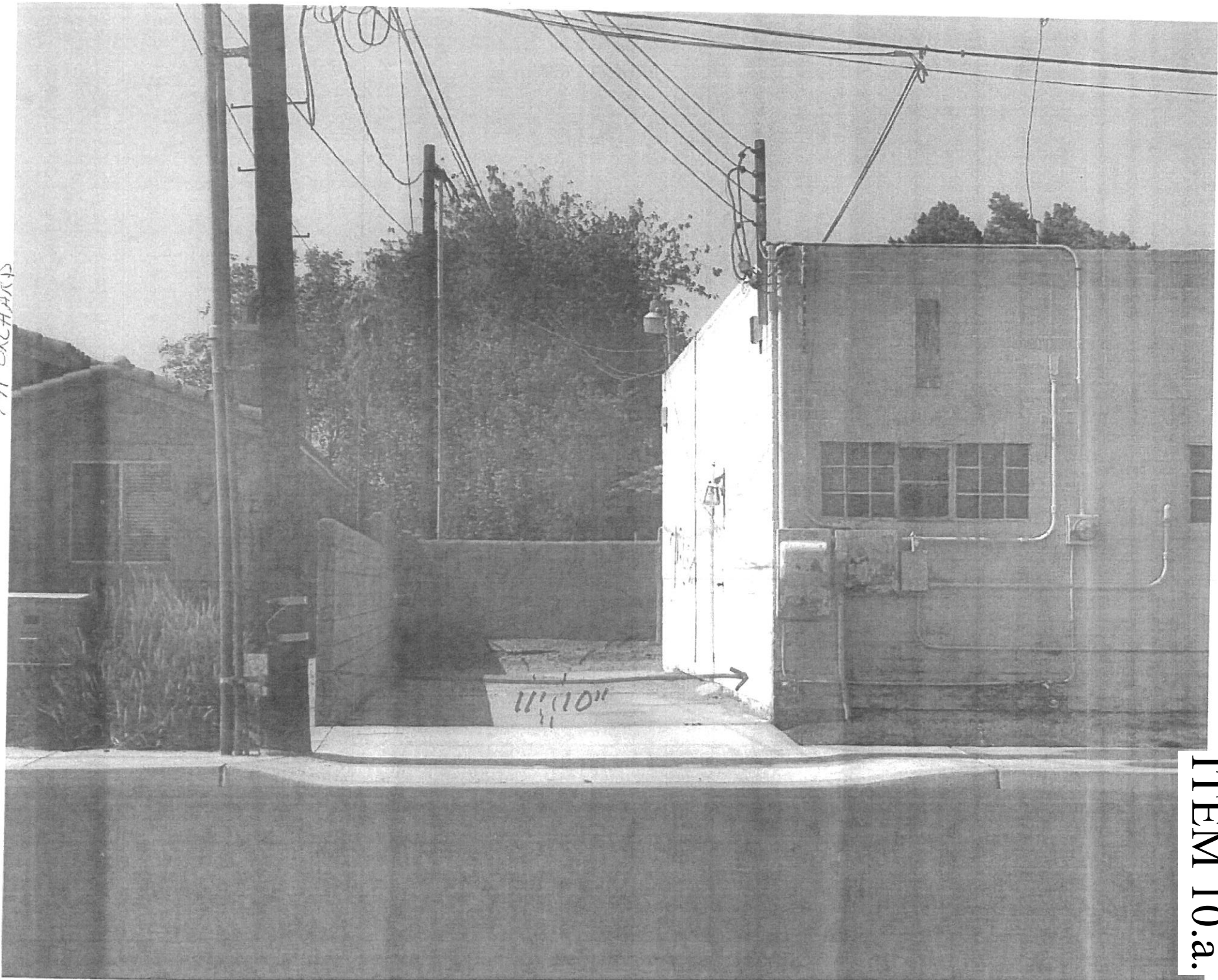
Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

  
Building  
Planning



-181-

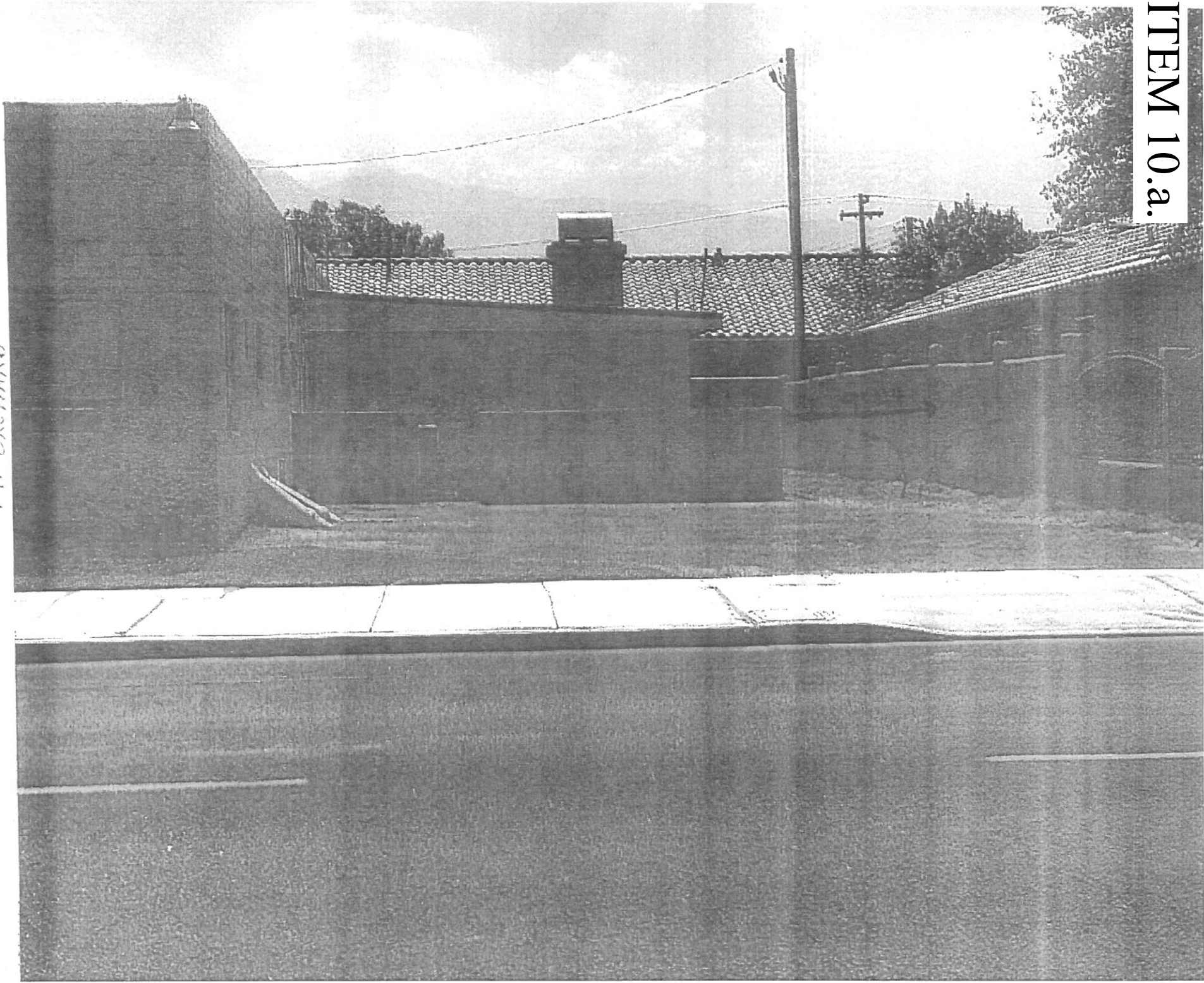
791 ORCHARD



ITEM 10.a.

-582-

791 ORCHARD



ITEM 10.a.



October 9, 2009

City of Coachella  
Permits

Attention: Monica

Re: 791 Orchard Street, Coachella

The Cabazon Band of Mission Indians, as part of the Four Winds Tribal Coalition, and in performance of service to our community, we will be installing gates for Dr. Wade's office at 791 Orchard Street, Coachella.

Attached are photos of the areas where gates will be installed and a plat showing their exact location. These gates will not be attached to any adjoining property wall and will be chain link double driveway gates on Orchard and Fifth streets. A four foot pedestrian gate will also be installed on the block wall facing Orchard.

Your assistance in obtaining the necessary permit for this project is appreciated.

Respectfully,



Jose Fabela,  
Controller

Attachments 3



APPLICATION AND PERMIT

City of Coachella

1515 Sixth Street

Coachella, California 92236

Phone: (760) 398-3002

5080

Owner Dr. Wadw Address 791 Orchard, Coachella

Job Address \_\_\_\_\_ Tract \_\_\_\_\_ Lot \_\_\_\_\_

Description of Work RUN GAS LINE (PLUMBING PERMIT)

Date \_\_\_\_\_ 20 \_\_\_\_\_

FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_

OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_

SQ. FT. \_\_\_\_\_ GARAGE \_\_\_\_\_

\_\_\_\_\_ COUNTY ASSESSOR'S NUMBER \_\_\_\_\_

SPECIAL CONDITIONS GEORGE BRAZIL

Contractor Straight Arrow State Lic.No. 697225 City Lic. No. \_\_\_\_\_

Address 68713 Perez Rd. Ste.B4, Cat City, CA Phone 760-324-4942

Workers Compensation Insurer \_\_\_\_\_ Address \_\_\_\_\_

Compensation Insurance Exemption On File

Construction Lender \_\_\_\_\_

-584-

SITE	DATE	INSPECTOR
Toilet Facility		
Construction Trailer		
BUILDING		
Fdn: Locatn, Forms		
Set Back, Grade		
Reinforcement		
Ufer Ground		
Slab: Grade, Rein.		
Bond Beam & Grout		
POUR NO CONCRETE UNTIL SIGNED ABOVE		
Root Deck/Trusses		
Pre-Wrap		
Frame: Fire stops		
Shear Bracing, Bolts		
Hold Downs		
Insulation		
Lath: Int		
Dry Wall		
Lath: Ext.		

MECHANICAL	DATE	INSPECTOR
FAU, AC, Boiler, W/H		
Comb. Air & Venting		
Circ. Air ducts, Etc.		
Location Clearance, Access		
Duct Insulation		
Fireplace Installation		
PLUMBING		
Under Slab Work		
Rough Plumbing		
Rough Gas Piping	11/4/02	Brazill
Wet Test		
Bldg. Sewer		
Septic Sys, Drain Field		
Gas Line Test	11/4/02	Brazill
Grease Trap		
Gas Release	OK	11/4/02 B

ELECTRICAL	DATE	INSPECTOR
Temp. Power		
Under Slab Work		
Rough Conduit		
Rough Wiring		
Grounding		
Service		
Electric Release		
FINAL APPROVALS		
Plumbing Fixtures		
Mechanical		
Gas Piping	11/4/02	Brazill
Electrical, Smoke Det.		
Disabled Access		
ENERGY		
Insulation Cert. (Res)		
Installation Cert. (Res)		
Glazing		

OCCUP. APPROVALS
Planning Division
Date:
By:
Engineering Division
Date:
By:
Fire Prevention
Date:
By:
Water Division
Date:
By:
Sanitation Division
Date:
By:
Building Department
Date:
By:

NOTICE TO CONTRACTORS  
 Final Inspections and Certificate of Completion or Occupancy must be obtained before occupying or using a building.

TACK THIS CARD IN CONSPICUOUS PLACE ON BUILDING.  
 CALL FOR INSPECTION (24 HOURS IN ADVANCE)- Phone: 398-3002

CITY OF COACHELLA  
BUILDING DIVISION

APPROVED BY

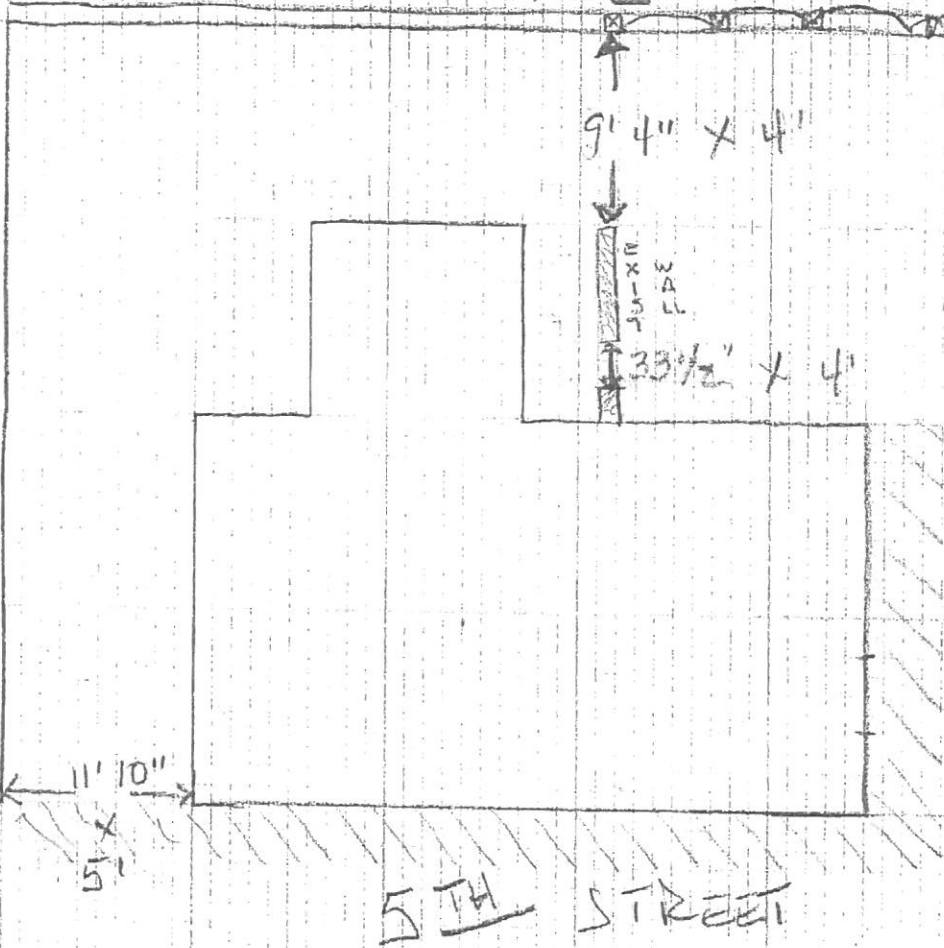
*[Signature]*

DATE

Approval of these plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the state or local laws. One set of approved plans must be kept on the job until completion.

DR WADE  
791 ORCHARD AVE

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5TH STREET

ITEM 10.a.

APPLICATION AND PERMIT

City of Coachella

1515 Sixth Street Coachella, California 92236 Phone: (760) 398-3002

5080

Owner Dr. Wadw Address 791 Orchard, Coachella
Job Address
Description of Work RUN GAS LINE (PLUMBING PERMIT)
SPECIAL CONDITIONS GEORGE BRAZIL
Contractor Straight Arrow State Lic.No. 697225 City Lic. No.
Address 68713 Perez Rd. Ste.B4, Cat City, CA Phone 760-324-4942
Workers Compensation Insurer
Compensation Insurance Exemption On File Construction Lender

Date 1/4/02 20
FIRE ZONE USE ZONE
OCCUPANCY CONST. TYPE
SQ. FT. GARAGE
COUNTY ASSESSOR'S NUMBER

Table with columns: QTY, ITEM, AMOUNT. Rows include Permit, Plumbing Fixtures, Sewer Connection, Water System, Gas System, Mechanical Permit, Heating Unit, Air Conditioning Unit, Range Hood, Total Plumbing, Total Mechanical, TOTAL.

Table with columns: QTY, ITEM, AMOUNT. Rows include Permit, Service Amp., Fixtures, Outlets & Switches, New Building, Temporary Power, One Cent Rate, 1/2 Cent Rate, TOTAL ELECT.

Table with columns: DESCRIPTION, AMOUNT. Rows include Building Permit Fee, Sign Permit Fee, Grading Permit Fee, Plan Check Fee, OTHER, Plumbing Permit, New Construction Tax, TOTAL FEES PAYABLE.

CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued to comply with all City, County and State laws governing building construction, whether specified herein or not; and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

Applicant's Signature

Owner [ ] Contractor [X] Agent [ ]

Building

Planning

# ITEM 10.a.

BUILDING PERMIT NO. \_\_\_\_\_

CITY OF COACHELLA, CA

1515 SIXTH STREET

COACHELLA, CALIFORNIA 92236

TELEPHONE (619) 398-7002

Applicant GEORGE BRAZIL  
 Building ST CATIA  
 Address 68713 PEREZ RD BLYTHE, 92234  
 Building 791 ORCHARD COACHELLA  
 Address DR NAJDE  
 Owner \_\_\_\_\_  
 Building \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip \_\_\_\_\_ Tel \_\_\_\_\_

Contractor SAME  
 Building \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip \_\_\_\_\_ Tel \_\_\_\_\_

State Lic. & Classif. 697225 City \_\_\_\_\_ Lic. # \_\_\_\_\_  
 Arch., Eng., Designer \_\_\_\_\_  
 Address \_\_\_\_\_ Tel \_\_\_\_\_  
 City \_\_\_\_\_ Zip \_\_\_\_\_ State \_\_\_\_\_ Lic. # \_\_\_\_\_

### LICENSED CONTRACTORS DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provision of chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class \_\_\_\_\_ Lic. # 697225  
 Date 1/4/02 Contractor GEORGE BRAZIL  
**OWNER-BUILDER DECLARATION**

I hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employees.

provided that such improvements are made prior to the sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.).

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law.).

I am exempt under Sec. \_\_\_\_\_, B.&P.C. for this reason \_\_\_\_\_

Date \_\_\_\_\_ Owner \_\_\_\_\_

### WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_ Policy Number \_\_\_\_\_  
 (This section need not be completed if the permit is for one hundred dollars (\$100) or less).

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: \_\_\_\_\_ Applicant: \_\_\_\_\_

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

### CONSTRUCTION LENDING AGENCY

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C.).

Lender's Name \_\_\_\_\_

Address \_\_\_\_\_

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Applicant: [Signature] Date: 1/4/02





City of Coachella 1515 Sixth Street Coachella, California 92236 Phone: 398-3002

*Doris*

APPLICATION AND PERMIT

Preliminary

Owner Ripton Wade Address 791 Orchard Ave  
 Job Address \_\_\_\_\_ Tract \_\_\_\_\_ Lot \_\_\_\_\_  
 Description of Work Replace existing wall mounted sign with  
Approx A 1X10 Doctor office sign  
 SPECIAL CONDITIONS \_\_\_\_\_  
 Contractor Owner Bldg Doris State Lic. No. \_\_\_\_\_ City Lic. No. \_\_\_\_\_  
 Address \_\_\_\_\_ Phone 398 0128  
 Workers Compensation Insurer \_\_\_\_\_ Address \_\_\_\_\_  
 Compensation Insurance Exemption On File  Construction Lender \_\_\_\_\_

Date 2-9-87  
 FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_  
 OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_  
 SQ. FT. 10 SF GARAGE \_\_\_\_\_  
 COUNTY ASSESSOR'S NUMBER 765-284-009

PLUMBING AND/OR MECHANICAL			ELECTRICAL			BUILDING, SIGN AND/OR GRADING		
Contractor	ITEM	AMOUNT	QTY.	ITEM	AMOUNT	DESCRIPTION	AMOUNT	
589-	Permit			Permit		Building Permit Fee	10.00	
	Plumbing Fixtures			Service Amp.		Sign Permit Fee		
	Sewer Connection			Fixtures		Grading Permit Fee		
	Water System			Outlets & Switches		Plan Check Fee		
	Gas System			New Building		OTHER		
				Temporary Power				
				One Cent Rate				
				1/2 Cent Rate				
	Total Plumbing							
	Mechanical Permit							
	Heating Unit							
	Airconditioning Unit							
	Range Hood							
	Total Mechanical							
	TOTAL			TOTAL ELECT.		TOTAL FEES PAYABLE	10.	

CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit," and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued to comply with all City, County and State laws governing building construction, whether specified herein or not; and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

ITEM 10.a.

City of Coachella 1515 Sixth Street Coachella, California 92236 Phone: 398-6131

APPLICATION AND PERMIT

**PRELIMINARY** 813

Owner Dr. Wade Address \_\_\_\_\_  
 Job Address 791 ORCHARD (Dr. Wade) Tract \_\_\_\_\_ Lot \_\_\_\_\_  
 Description of Work Partial Cold Water Repipe 6 Sinks + 1 toilet  
 SPECIAL CONDITIONS \_\_\_\_\_  
 Contractor VALLEY Plumbing State Lic. No. 273088 City Lic. No. 1509  
 Address P.O. BOX 665 Phone 347-3629  
 Workers Compensation Insurer STATE FUND 753000 Address \_\_\_\_\_  
 Compensation Insurance Exemption On File  Construction Lender \_\_\_\_\_

Date \_\_\_\_\_ 19\_\_\_\_  
 FIRE ZONE \_\_\_\_\_ USE ZONE \_\_\_\_\_  
 OCCUPANCY \_\_\_\_\_ CONST. TYPE \_\_\_\_\_  
 SQ. FT. \_\_\_\_\_ GARAGE \_\_\_\_\_  
 COUNTY ASSESSOR'S NUMBER 765-284-009

PLUMBING AND/OR MECHANICAL				ELECTRICAL			BUILDING, SIGN AND/OR GRADING	
Contractor				Contractor			Est. Cost of Bldg.	
QTY.	ITEM	AMOUNT		QTY.	ITEM	DESCRIPTION		AMOUNT
1	Permit	8	00		Permit		Building Permit Fee	
	Plumbing Fixtures	28	00		Service Amp.		Sign Permit Fee	
	Sewer Connection				Fixtures		Grading Permit Fee	
	Water System				Outlets & Switches		Plan Check Fee	
	Gas System				New Building		OTHER	
					Temporary Power		plumbing permit	36 00
	Total Plumbing	36	00		One Cent Rate			
	Mechanical Permit				1/2 Cent Rate			
	Heating Unit						New Construction Tax	
	Air conditioning Unit						TOTAL FEES PAYABLE	36 00
	Range Hood							
	Total Mechanical							
	TOTAL				TOTAL ELECT.			

CERTIFICATION APPEARING ON APPLICATIONS  
 I have carefully examined the above completed "Application and Permit," and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued to comply with all City, County and State laws governing building construction, whether specified herein or not; and I hereby agree to save, indemnify and keep harmless the City of Coachella from all liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

Applicant's Signature \_\_\_\_\_  OWNER  CONTRACTOR  AGENT

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Building \_\_\_\_\_ Planning \_\_\_\_\_

ITEM 10.a.

# CITY OF COACHELLA

## GENERAL RECEIPT

30831

DATE 3/3/87

- POLICE
- COMMUNITY DEVELOPMENT
- RECREATION
- CITY CLERK

RECEIVED OF Valley Plumbing Co \$ 36.<sup>00</sup>

DESCRIPTION	DOLLARS
<u>Building permit # 0674</u>	<u>36</u>
TOTAL →	<u>36</u>

  
CLERK'S SIGNATURE

PAYER

ITEM 10.a.

ITEM 10.a.



City of Coachella  
760.398.2702

3 Reg3  
0928103-2 10/12/2009 BR3 T5  
Mon Oct12,2009 02:26PM Trans#165-165  
Name: WADE DORIS  
Addr: 791 ORCHARD AVE COACHELLA, CA 922  
165 \$25.00 BLDG PER - building permi  
Customer #: 002838  
\* Permit #: BL-2009-10-07587  
Amt: \$25.00  
1 ITEM(S): TOTAL: \$25.00  
Cash PAID \$25.00

Thankyou - Gracias  
Duplicate



March 14, 2019

Mr. Luis Lopez  
Director  
Development Services Department  
City of Coachella  
1515 6th Street  
Coachella, CA 92236

SUBJECT: Rootz Coachella Project (CZ #18-04 & CUP #306) in Coachella, CA

Dear Mr. Lopez:

On February 26, 2019, the Imperial Irrigation District received from the City of Coachella Development Services Department, a request for agency comments on the preliminary design plans for the Rootz Coachella project. The applicant, John Scott Russo, is requesting a change of zoning (Change of Zone no. 18-04) to allow (under Conditional Use Permit no. 306) a 4,080 sq. ft. retail cannabis microbusiness consisting of retail space, café, delivery office, conference room, offices and manufacturing in a existing vacant building on 0.19 acres located at 791 Orchard Avenue in Coachella, CA

The Imperial Irrigation District has reviewed the project information and has the following comments:

1. IID will not begin any engineering or estimate costs to provide the project with electrical service until the owner submits an application, detailed loading information, project schedule and estimated in-service date. The IID customer project application is available at <http://www.iid.com/home/showdocument?id=12923>.
2. Once the applicant provides the district with the required information, IID can carry out a thorough assessment to determine the specific requirements to supply electrical service to the project including but not limited to regular distribution line extensions. Likewise, IID will determine the availability of temporary construction power from existing power lines based on construction schedules and or phasing.
3. For additional information regarding electrical service for the project, 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 project manager assigned to the area.
4. 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 and such other governmental authority or decision-making body having jurisdiction over said developments.

# ITEM 10.a.

March 14, 2019

Page 2

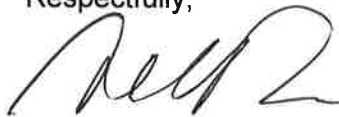
5. The applicant will be required to provide rights-of-way and easements for any power line extensions needed to serve the project.
6. Line extensions are made in accordance with IID Regulations:  
No. 2 (<http://www.iid.com/home/showdocument?id=2540>),  
No. 13 (<http://www.iid.com/home/showdocument?id=2553>),  
No. 15 (<http://www.iid.com/home/showdocument?id=2555>) and  
No. 20 (<http://www.iid.com/home/showdocument?id=2560>).
7. 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/departments/real-estate>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements.
8. 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.**
9. Dividing a project into two or more pieces and evaluating each piece in a separate environmental document (Piecemealing or Segmenting), rather than evaluating the whole of the project in one environmental document, is explicitly forbidden by CEQA, because dividing a project into a number of pieces would allow a Lead Agency to minimize the apparent environmental impacts of a project by evaluating individual pieces separately, each of which may have a less-than-significant impact on the environment, but which together may result in a significant impact. Segmenting a project may also hinder developing comprehensive mitigation strategies. In general, if an activity or facility is necessary for the operation of a project, or necessary to achieve the project objectives, or a reasonably foreseeable consequence of approving the project, then it should be considered an integral project component that should be analyzed within the environmental analysis. The project description should include all project components, including those that will have to be approved by responsible agencies. The State CEQA Guidelines define a project under CEQA as "the whole of the action" that may result either directly or indirectly in physical changes to the environment. This broad definition is intended to provide the maximum protection of the environment. CEQA case law has established general principles on project segmentation for different project types. For a project requiring construction of offsite infrastructure, the offsite infrastructure must be included in the project description. *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App. 4th 713.

Luis Lopez  
March 14, 2019  
Page 3

10. 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. IID landscaping 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,

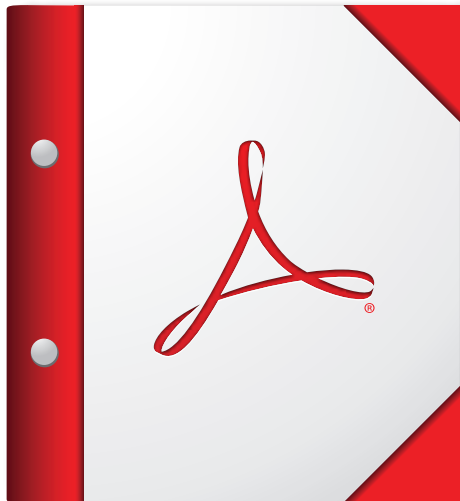


Donald Vargas  
Compliance Administrator II

Enrique B. Martinez – General Manager  
Mike Pacheco – Manager, Water Dept.  
Charles Allegranza – Interim 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  
Laura Cervantes – Supervisor, Real Estate







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**ITEM 10.b.**





**STAFF REPORT**  
**6/26/2019**

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

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

**SUBJECT:** Ordinance No. 1140 amending zoning regulations regarding commercial cannabis activity facilities and retail cannabis businesses in order to expand the allowable locations and increase the number of allowable retailers, modify current zoning regulations for cannabis activity facilities, and make conforming amendments. (First Reading)

**STAFF RECOMMENDATION:**

Staff recommends that the City Council introduce for first reading, by title only, Ordinance No. 1140 amending Title 17 of the Coachella Municipal Code (Zoning) regarding commercial cannabis activity facilities and retail cannabis businesses in order to expand the allowable locations and increase the number of allowable retailers, modify current zoning regulations for cannabis activity facilities, and make conforming amendments.

**EXECUTIVE SUMMARY:**

This item was previously heard by the City Council on May 8, 2019 at which time the public was allowed an opportunity to testify regarding the proposed zoning regulations. After a detailed discussion and deliberations, the City Council directed staff to return with changes to the draft Ordinance that would modify the proposed Retail Cannabis zoning regulations as follows:

- 1) *Modify the Sub-Zone #1 (Pueblo Viejo) Retail Cannabis Map boundaries to exclude currently-qualifying parcels fronting on streets around the perimeter of Veterans Park (namely Vine Street, and Orchard Avenue).*
- 2) *Modify the Sub-Zone #2 (Glenroy Resort) Retail Cannabis Map boundaries to include the AM / PM property at the southwest corner of Avenue 48 and Grapefruit Boulevard.*
- 3) *Modify the Sub-Zone #3 (Dillon Road) Retail Cannabis Map boundaries to exclude the 45 acres of Native American (Federal Trust) lands west of the TA Truck Stop and add the parcels fronting on Camp Court, east of Dillon Road.*
- 4) *Amend the Zoning regulations to allow for a maximum of two (2) retail cannabis dispensaries in Sub-Zone #2 (Glenroy Resort), and allow the "Roots Dispensary" applicant to pursue a conditional use permit at this location.*

# ITEM 10.b.

## *5) Prohibit Retail Cannabis dispensaries on the south side of Avenue 52 in the Industrial Park Overlay Zone.*

On April 17, 2019 the Planning Commission recommended to the City Council approval of the attached Draft Ordinance, as presented by staff. During the public hearing there were several speakers that provided testimony. The Planning Commission did not reach a majority consensus to add AM/PM property to Sub Zone #2 and allow another dispensary there. However, they stated for the record that this should come back with more information for further deliberations.

### **BACKGROUND:**

In November of 2016, voters approved Proposition 64, otherwise known as the Control, Regulate, Tax Adult Use of Marijuana Act (“AUMA”) which legalized the adult use of cannabis and created a statutory framework for the state to regulate adult use of cannabis. Senate Bill 94, adopted on June 27, 2017, reconciled standards for medical cannabis with the standards for adult use cannabis activity under a single law, entitled Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”).

The City of Coachella adopted Chapter 17.85 “Medical Cannabis Cultivation Facilities,” in January 2016, to allow commercial medicinal cannabis cultivation, manufacturing, testing, distribution, and transportation activities in the wrecking yard (M-W) zone with a conditional use permit (“CUP”). Since then, the City has allowed both medicinal and adult use cannabis cultivation, manufacturing, testing, distribution, and transportation activities in the M-W zone and IP Overlay Zone for all commercial cannabis activity, and general commercial C-G for testing laboratories only with a CUP. All such businesses also require a regulatory permit to operate.

A City Council study session was held on June 6, 2017 at which time City staff was given direction to prepare and present an ordinance regulating retail cannabis businesses. During the study session, the City Council discussed various potential zoning limitations including areas within the City that would be suitable and would benefit by such uses, distance limitations between retail cannabis businesses themselves, and distance limitations between these businesses and schools. The City Council took public comment at the meeting, which was generally in favor of allowing such uses. Commenters asked that retail cannabis businesses be allowing in commercial areas, asked the Council to be “business friendly” when considering such uses, and to carefully think about and plan for revenue generated.

In February 2018, the City Council adopted an ordinance, which among other things, allowed up to four retail cannabis businesses to operate within the Pueblo Viejo and on the Glenroy Resort property. At a later City Council study session on January 23, 2019, the City Council gave direction to expand the areas where retail cannabis businesses could locate and increase the number of retail cannabis businesses that could operate within the City.

## DISCUSSION/ANALYSIS:

### SUMMARY

The enclosed Ordinance No. 1140 has been prepared by staff and the City Attorney to amend the City's cannabis cultivation, manufacturing, testing, distribution, and retail business zoning regulations found in Coachella Zoning Code Chapters 17.34, 17.46, 17.47, 17.84 and 17.85, including those recommended changes directed by the City Council on May 8, 2019. The following bolded summary identifies the proposed changes with a bolded text title and an explanation for each code amendment.

#### **COACHELLA MUNICIPAL CODE (“CMC” OR “CODE”) SECTION 17.34.020 M-W (WRECKING YARD) ZONE, PERMITTED USES \*\*AMENDED\*\***

CMC section 17.34.020 discusses permitted and conditional uses in the M-W Wrecking Yard Zone. Subsection C(7) currently states a conditional use permit is required to operate medical cannabis cultivation, manufacturing, distribution, testing, and transportation facilities.

Subsection C (7) has been amended such that both medical and non-medical cannabis businesses, including retail, are conditionally permitted in the M-W Zone. The term “transportation” has been removed because the State no longer issues transportation licenses.

#### **CMC CHAPTER 17.46 IP INDUSTRIAL PARK OVERLAY ZONE \*\*AMENDED\*\***

##### **Allows retail cannabis businesses in the IP Industrial Park Overlay Zone.**

Currently, Chapter 17.46 only allows cannabis cultivation, processing, testing, manufacturing, and distribution in the IP Industrial Park Overlay Zone—retail cannabis businesses are not permitted in this zone.

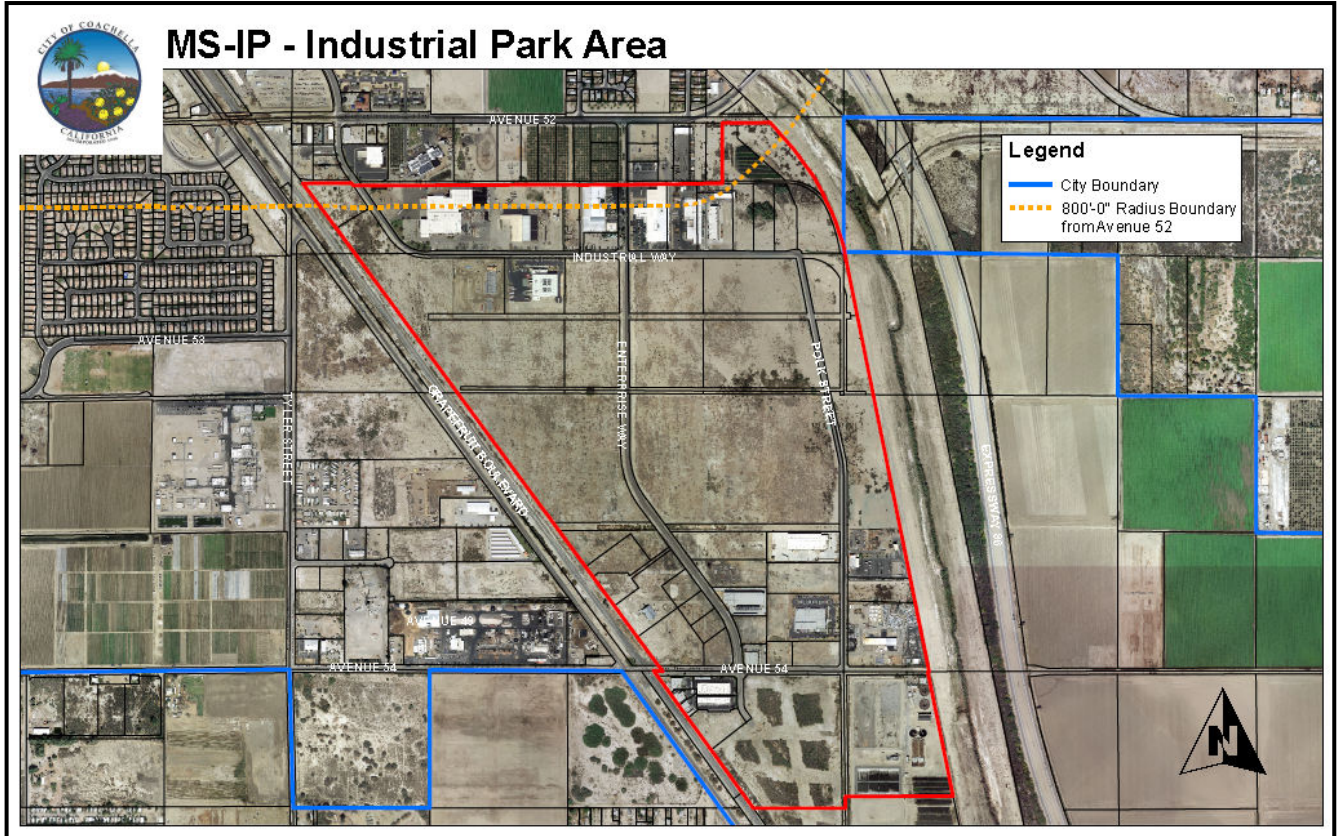
The proposed changes to Chapter 17.46 would allow retail cannabis businesses, including microbusinesses, within the IP Industrial Park Overlay Zone in addition to cultivation, testing, manufacturing, and distribution.

##### **Minimum project area has been reduced from thirty (30) acres to ten (10) acres.**

The existing Chapter 17.46 requires a minimum project area of thirty (30) acres in the IP Industrial Park Overlay Zone.

On January 23, 2019, the City Council held a study session to give staff direction on retail cannabis zoning regulations. At the study session, the City Council gave direction to reduce the “minimum project area” size from thirty (30) acres to ten (10) acres, in the MS-IP (Manufacturing Service - Industrial Park) overlay zone, for new cannabis businesses. Additionally, the zoning regulations will prohibit retail cannabis dispensaries to be located within 800 feet of the Avenue 52 street right-of-way as shown in the exhibit below.

# ITEM 10.b.

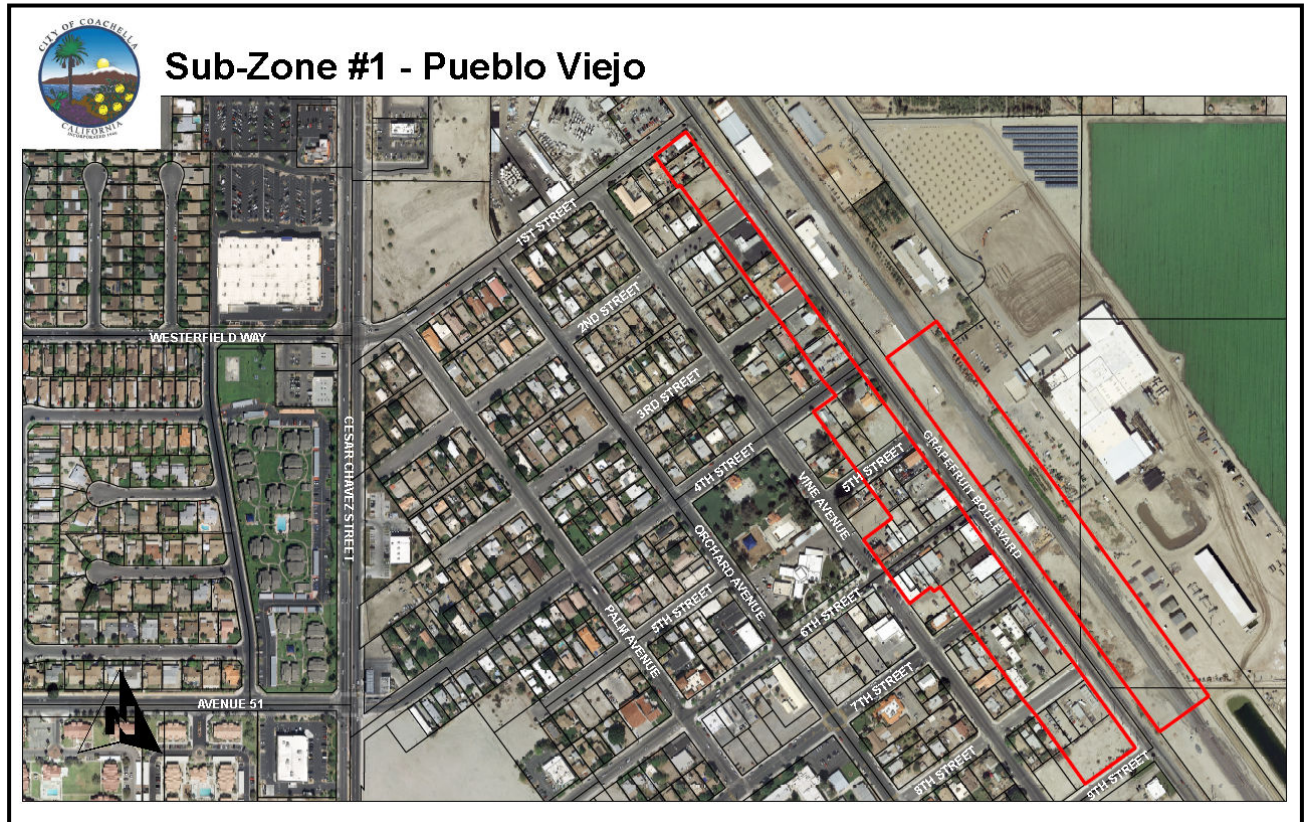


## **CMC CHAPTER 17.47 RC RETAIL CANNABIS OVERLAY ZONE \*\*AMENDED\*\***

### **Modify Sub-Zone #1 - Pueblo Viejo/Downtown area.**

Current Chapter 17.47 limits Sub-Zone #1 to allow projects either along the west side of Grapefruit Boulevard (State Highway 111) between 2nd Street and 9th Street, on the east side of Grapefruit Boulevard between 4th Street and 9th Street, parcels fronting on 6<sup>th</sup> Street between Grapefruit Boulevard and Vine Street, parcels fronting on 4<sup>th</sup> Street/ 5<sup>th</sup> Street / 7<sup>th</sup> Street / 8<sup>th</sup> Street/ North side of 9<sup>th</sup> Street that are within 225 feet of Grapefruit Boulevard as shown on the exhibit below.

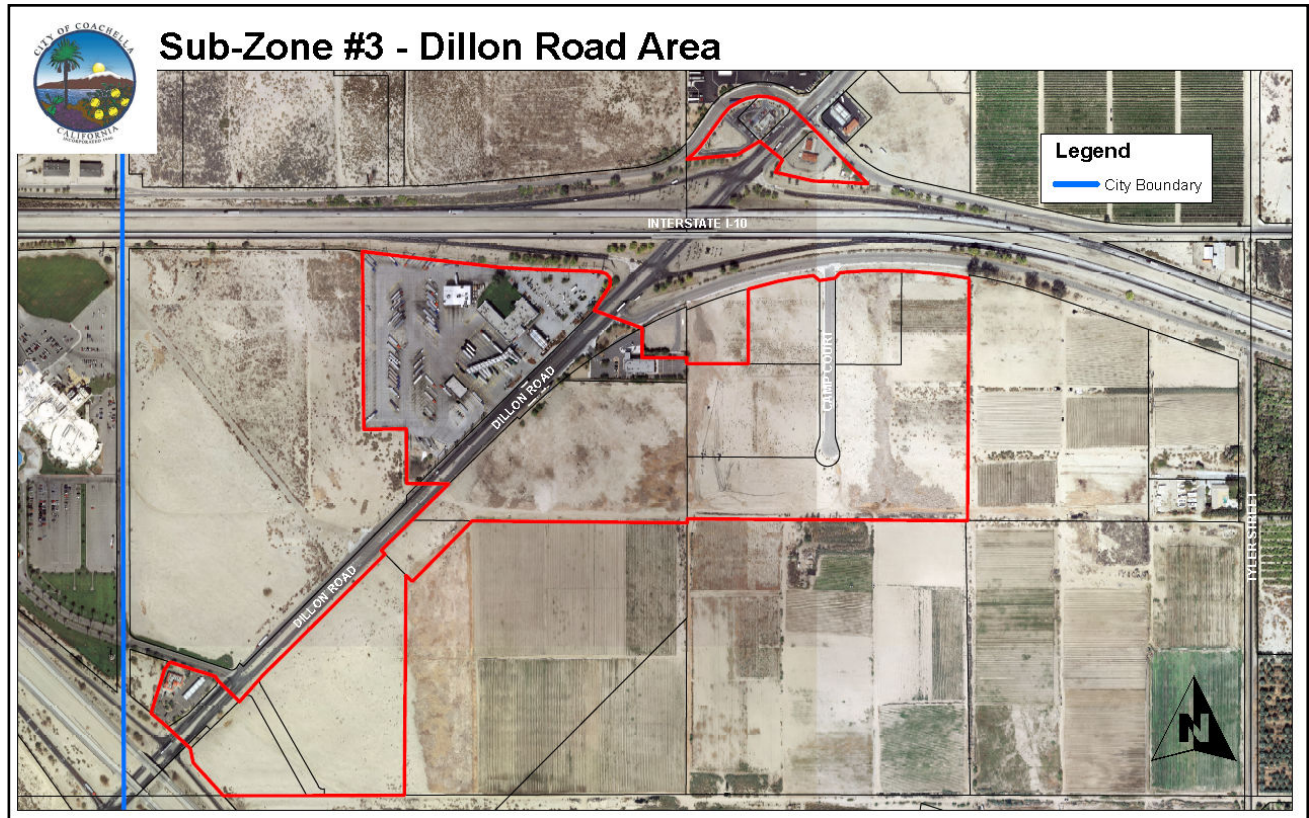




**Addition of New Sub-Zone #3 - Dillon Road Corridor.**

The proposed Chapter 17.47 includes a Sub-Zone #3 which applies to projects that are located along either side of Dillon Road, between State Highway 86 and Vista Del Norte; and have either a front or side lot line fronting Dillon Road or Camp Court; and are zoned C-G (General Commercial). This Sub-Zone was originally proposed when the City first looked at allowing retail cannabis businesses in the RC Retail Cannabis Overlay Zone, but City Council removed it in favor of developing the Pueblo Viejo/Downtown corridor first. At the January 23, 2019 study session, City Council gave staff direction to revisit Sub-Zone #3. The boundaries have been adjusted to remove Native American (Federal trust) lands as shown below.

# ITEM 10.b.



**Microbusinesses are conditionally permitted in the RC Retail Cannabis Overlay Zone.**

The current RC Retail Cannabis Overlay Zone does not specify the property development standards for microbusinesses. Section 17.47.060 G. has been added to specifically allow microbusinesses in the RC Retail Cannabis Overlay Zone. To apply for and obtain a conditional use permit, the microbusiness applicant must engage in at least three (3) of the following commercial cannabis activities: cultivation, manufacturing, distribution, and retail sale. Cultivation shall be limited to an area less than 10,000 square feet. Any manufacturing shall use non-volatile solvents or no solvents.

**CMC Chapter 17.84 RC Retail cannabis businesses *\*\*Amended\*\****  
**Update definitions to comply with State law.**

Definitions have been amended and added to Code section 17.84.020 to reflect current State law.

## **Increase the number of retail cannabis businesses in the City.**

Currently, four (4) retail cannabis businesses can operate in the City with three operating in Sub-Zone #1 and one operating in Sub-Zone #2.

The proposed changes to Chapter 17.84 would allow ten (10) retail cannabis businesses to operate in the City. Up to five (5) retail cannabis businesses could operate in Sub-Zone #1, two (2) could operate in Sub-Zone #2, and the remaining retail cannabis businesses may operate in the M-W Wrecking Yard Zone, the IP Industrial Park Overlay Zone, and/or Sub-Zone #3.

## **Increase the zones where retail cannabis businesses may operate.**

The Municipal Code allows retail cannabis to operate in the RC Retail Cannabis Overlay Zone. The overlay zone includes the Pueblo Viejo/Downtown corridor and the Glenroy/Indigo Hotel property site.

The proposed revisions to Chapter 17.84 would allow retail cannabis businesses in the M-W Wrecking Yard Zone and the MS-IP Industrial Park Overlay Zone, in addition to the RC Retail Cannabis Overlay Zone.

## **CMC chapter 17.85 commercial cannabis activity \*\*amended\*\* Update definitions to comply with State law.**

Definitions have been amended and added to Code section 17.85.020 to reflect current State law.

## **Minimum project area has been reduced from thirty (30) acres to ten (10) acres.**

The existing Chapter 17.85 requires a minimum project area of thirty (30) acres in the IP Industrial Park Overlay Zone.

On January 23, 2019, the City Council held a study session to give staff direction on retail cannabis zoning regulations. At the study session, the City Council gave direction to reduce the “minimum project area” size from thirty (30) acres to ten (10) acres, in the MS-IP (Manufacturing Service - Industrial Park) overlay zone, for new cannabis businesses.

## **FISCAL IMPACT:**

None.

## **ALTERNATIVES:**

- 1) Introduce Ordinance No. 1140 for 1<sup>st</sup> reading, by title only, as recommended by staff and the Planning Commission.
- 2) Introduce Ordinance No. 1140 for 1<sup>st</sup> reading, by title only, with minor modification.

# ITEM 10.b.

3) Continue this item and provide staff with direction.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative #1 or Alternative #2 above.

Attachments: 1. Ordinance No. 1140 -1<sup>st</sup> Reading  
2. Exhibit A – Re-Written Coachella Municipal Code §17.34.020; Chapters 17.46, 17.47, 17.84, and 17.85.

## ORDINANCE NO. 1140

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING VARIOUS SECTIONS OF TITLE 17 (ZONING) OF THE COACHELLA MUNICIPAL CODE IN ORDER TO AMEND ZONING REGULATIONS REGARDING COMMERCIAL CANNABIS ACTIVITY FACILITIES AND RETAIL CANNABIS BUSINESSES IN ORDER TO EXPAND THE ALLOWABLE LOCATIONS AND INCREASE THE NUMBER OF ALLOWABLE RETAILERS, MODIFY CURRENT ZONING REGULATIONS FOR CANNABIS ACTIVITY FACILITIES, AND MAKE CONFORMING AMENDMENTS. (*1<sup>st</sup> Reading*)**

WHEREAS, pursuant to the authority granted to the City of Coachella (“City”) by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, welfare, and safety; and,

WHEREAS, adoption and enforcement of comprehensive zoning regulations and other land use regulations lies within the City’s police power; and,

WHEREAS, on November 8, 2016, California voters passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”), legalizing the use and possession of cannabis and cannabis products by adults aged 21 years and older; and,

WHEREAS, on June 27, 2017, Governor Brown signed into law Senate Bill 94, which repealed the Medical Cannabis Regulation and Safety Act (“MCRSA”), included certain provisions of MCRSA in the licensing provisions of AUMA, and created a single regulatory scheme for both medicinal and non-medicinal cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA” or “Act”); and,

WHEREAS, MAUCRSA retains the provisions in the MCRSA and the AUMA that granted local jurisdictions control over whether non-commercial and commercial cannabis activities could occur in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that MAUCRSA shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances that completely prohibit the establishment or operation of one or more businesses licensed under the state licensing authority and shall not approve an application for a state license for a business to engage in commercial cannabis activity if approval by the state license will violate the provisions of any local ordinance or regulation. State licensing authorities began issuing licenses to cannabis businesses beginning January 1, 2018; and,

WHEREAS, MAUCRSA establishes a regulatory structure for cultivation, processing, manufacturing, tracking, quality control, testing, inspection, distribution, and retail sale of commercial cannabis, including medicinal and adult-use cannabis. The Act designates applicable responsibilities for oversight of cannabis commerce to several State agencies; and,

# ITEM 10.b.

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning), Chapters 17.34, 17.46, 17.47, 17.84, and 17.85 to (i) comply with current City policies and State law; (ii) to allow additional cannabis retail businesses in the City; (iii) to designate additional areas in the City where cannabis retail businesses may operate; and,

WHEREAS, the subject Municipal Code Amendment is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment; the activity is not a project as defined in Section 15378 of the California Public Resources Code, and the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant impact on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA; and,

WHEREAS, the Planning Commission of the City of Coachella (“Planning Commission”) conducted a properly noticed public hearing on April 17, 2019 at which members of the public were afforded an opportunity to comment upon this Ordinance, the recommendations of staff, and other public testimony; and,

WHEREAS, after said public hearing, the Planning Commission recommended that the City Council approve this Ordinance; and,

WHEREAS, the City Council conducted a properly noticed public hearing on May 8, 2019 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and other public testimony.

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

**SECTION 1. Incorporation of Recitals.** The City Council hereby finds that all of the foregoing recitals are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

**SECTION 2. Amendment to the Coachella Municipal Code.** Title 17 (Zoning), Sub-Section 17.34.020, and Chapters 17.46, 17.47, 17.84, and 17.85 are hereby deleted and replaced in their entirety as shown in **Exhibit “A”** attached hereto and incorporated herewith.

**SECTION 3. Effective Date.** This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 4. 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 section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

**SECTION 5. 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 6. CEQA.** The City Council finds that the subject Municipal Code Amendment is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment; the activity is not a project as defined in Section 15378 of the California Public Resources Code, and the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant impact on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA

**ORDINANCE PASSED AND APPROVED** at a regular meeting of the City Council of the City of Coachella this \_\_\_\_\_th day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Steven Hernandez, Mayor

ATTEST:

\_\_\_\_\_  
Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carlos Campos, Interim City Attorney

# ITEM 10.b.

I, Angela M. Zepeda, City Clerk, City of Coachella, California, certify that the foregoing Ordinance was adopted by the City Council at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 and was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Angela M. Zepeda, City Clerk



**EXHIBIT "A"**



## Exhibit "A"

### Chapter 17.34 – M-W Wrecking Yard Zone

#### 17.34.020 - Permitted uses.

##### A. Primary Uses.

1. All uses permitted by Section 17.32.030(A) of the M-H zone;

##### B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to a primary permitted use.

1. Those uses permitted by Section 17.32.020(B) of the M-H zone.

##### C. Conditional Uses. The following uses may be permitted in the M-W zone subject to obtaining a conditional use permit pursuant to Chapter 17.74 of this code.

1. Those conditional uses allowed by Section 17.32.020(C) in the M-H zone;
2. Automobile dismantling or wrecking yard;
3. Automobile impounding yard;
4. Community recycling collection facilities, pursuant to Chapter 17.90;
5. Construction and demo material recycling facilities pursuant to Chapter 17.90;
6. Wood and green waste recycling facilities, pursuant to Chapter 17.90.
7. Cannabis cultivation, manufacturing, distribution, testing, and retail (including microbusiness) facilities, pursuant to Chapters 17.84 and 17.85.

##### D. The following uses may be permitted in the M-W zone subject to obtaining a specific plan adoption pursuant to Chapter 17.36 of this code.

1. Transfer station, large scale, pursuant to Chapter 17.90.

# ITEM 10.b.

## Chapter 17.46 - IP INDUSTRIAL PARK OVERLAY ZONE

### 17.46.010 - Intent and purpose.

This overlay zone is intended to provide for the well-planned and orderly development of industrial parks within the community and to eliminate or adequately mitigate any adverse impacts on the community related to such types of development. The IP (industrial park) overlay zone designation may be applied to certain property described herein that is zoned M-S (manufacturing service). When the IP overlay zone designation is added to such property, the provisions of this article shall apply in addition to the regulations provided by the underlying M-S zone. Whenever there is a conflict or inconsistency between the provisions of this article and the underlying zone, the provisions of this chapter shall be controlling.

### 17.46.015 - Property eligible for IP industrial park overlay zone classification.

The IP industrial park overlay zone classification shall be limited to those projects that are:

- A. Located within Sub-Areas #6 (Downtown Expansion), #7 (South Employment District), or #10 (North Employment District) of the city of the Coachella General Plan; and
- B. Zoned as M-S (manufacturing service); and
- C. A minimum of ten (10) acres in project area (all lots developed according to common plan or scheme).

### 17.46.020 - Permitted uses.

- A. Except as expressly conditioned or prohibited in this chapter, all uses permitted in the underlying M-S zone shall be permitted in the IP overlay zone;
- B. Research and development;
- C. Professional office;
- D. Warehousing and distribution.

### 17.46.023 - Conditional uses.

The following uses may be permitted in the IP overlay zone subject to obtaining a conditional use permit as specific in Section 17.74.010:

- A. Cannabis cultivation, processing, testing, manufacturing, wholesale distribution and/or retail sale (including microbusinesses), subject to the regulatory requirements of Chapters 5.68 and 5.69 of this code.

# ITEM 10.b.

1. For purposes of this subsection A., “cannabis cultivation, processing, testing, manufacturing, wholesale distribution and/or retail sale (including microbusinesses)” shall not be deemed as the permitted uses of “drugs manufacture”, “food products processing, manufacturing, canning, preserving and freezing”, “fruit and vegetable packing house”, or “testing laboratories” under Section 17.30.020(A).

## 17.46.026 - Prohibited uses.

The following uses are prohibited in the IP overlay zone:

- A. Outdoor storage yard;
- B. Automobile repair business;
- C. Automobile body and fender works;
- D. Any other conditional uses in the M-S zone, except as set forth in this chapter.

## 17.46.030 - Property development standards.

### A. Project Area/Lot Requirements

- 1. Minimum Project Area. Ten (10) acres. For purposes of this paragraph, “project area” shall mean the combined area of all legally subdivided lots developed as a common plan or scheme by the same or affiliated developer(s).
- 2. Minimum individual Lot Size. Five (5) acres for any lot on which is located a cannabis cultivation, processing, testing, manufacturing or distribution use. For all other lots, one (1) acre.
- 3. Minimum Lot Width. One hundred eighty (180) feet.
- 4. Minimum Lot Depth. Two hundred twenty (220) feet.
- 5. Maximum Lot Coverage. Fifty (50) percent. The Development Services Director may allow individual lots within a project area to exceed this standard if he or she finds that: (i) it will result in more orderly development of the project area and (ii) the average lot coverage of all lots within the project area does not exceed fifty (50) percent.
- 6. No retail cannabis use shall be located within eight hundred (800) feet of Avenue 52. The distance shall be measured at the nearest point between any part of the building containing retail cannabis use and Avenue 52 street right-of-way line.

### B. Front Yard Requirements.

- 1. Twenty-five (25) feet from the curb on all property fronting on Avenue 54 and Avenue 52.

# ITEM 10.b.

2. Twenty (20) feet from the curb on all property fronting Industrial Way, Enterprise Way or Polk Street.
  3. Ten (10) feet from the curb on all property fronting any local street.
  4. All front setbacks shall be landscaped in a manner approved by the planning commission.
  5. No buildings, facilities or other improvements shall be allowed in a required front yard except for landscaping or block entryways approved by the planning commission. Notwithstanding the foregoing, required yards may be used for automobile parking; provided, that landscaping approved by the planning commission is provided along the frontage of the property.
- C. Height Limits. The maximum height of any building or structure shall be fifty (50) feet.
- D. Distance Between Uses/Buildings. No cannabis cultivation, processing, testing, manufacture distribution or retail use shall be located within one thousand (1,000) feet of any residentially 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. On-Street/Off-Street Parking and Loading.
1. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010 of this title.
  2. On-Street Parking and Loading. On-street parking or loading shall be prohibited.
- F. Walls and Screening.
1. Each development on a lot or parcel of property shall be enclosed with decorative masonry walls and/or wrought iron fencing, subject to review by the planning commission.
  2. All parking lots and loading areas shall be screened from view to the street with low decorative masonry walls and landscaping, subject to review by the planning commission.
- G. Other Property Development Standards.
1. All utilities shall be underground, until such time as the power transmitted is greater than thirty-four (34) KV and then it shall be brought to the attention of the planning commission prior to any construction.
  2. All developments shall include an exterior lighting system to provide adequate are security. Such lighting system shall use high-pressure sodium lights or an equivalent type of light approved by the planning commission.

# ITEM 10.b.

3. All developments shall be landscaped in a manner approved by the planning commission.

## 17.46.040 - Architectural review.

All developments shall be subject to architectural review in accordance with Section 17.72.010 of this title, including planning commission review of design guidelines and signs as described below. Any addition to or exterior alteration of an existing development also shall be subject to such architectural review.

A. Design Guidelines. Detailed architectural and/or artist renderings, or pictorial depictions, of allowable building types, architectural themes, and typical common-area landscaping and lighting shall be provided for all industrial park overlay zone developments. Conceptual design guidelines in text describing allowable architectural theming and exterior building materials, roofing and roof line treatments, window and door opening designs, and landscaping plant palettes, must accompany the industrial park overlay zone architectural review submittal. The use of green houses, butler buildings, or other pre-fabricated structures are prohibited unless they are treated architecturally to have the appearance of a contemporary concrete tilt-up building with parapet roof structures. All main buildings shall have variation in exterior wall planes and roof lines to limit massing and monotone design features, subject to review by the planning commission.

B. Signs. A comprehensive sign program shall be included as a part of architectural review for new industrial park overlay zone developments.

# ITEM 10.b.

## Chapter 17.47 - RC RETAIL CANNABIS OVERLAY ZONE

### 17.47.010 - Intent and purpose.

This overlay zone is intended to provide for the well-planned and orderly development of retail cannabis businesses within the community and to eliminate or adequately mitigate any adverse impacts on the community related to such types of development. The RC (retail cannabis) overlay zone designation may be applied to certain property described herein that is zoned C-G (general commercial), R-M (residential multi-family), and M-S (manufacturing service). When the RC overlay zone designation is added to such property, the provisions of this chapter shall apply in addition to the regulations provided by the underlying C-G zone, R-M, M-S zones. Whenever there is a conflict or inconsistency between the provisions of this article and the underlying zone, the provisions of this chapter shall be controlling.

### 17.47.020 - Property eligible for RC retail cannabis overlay zone classification.

The RC retail cannabis overlay zone shall be divided into three (3) sub-zones. This overlay classification shall be limited to those projects that:

#### A. Sub-Zone #1:

1. Have either a front or side lot line facing Grapefruit Boulevard, a front lot line facing 4th Street within 225 feet of Grapefruit Boulevard, a front lot line facing 5th Street within 225 feet of Grapefruit Boulevard, a front lot line facing 6th Street between Grapefruit Boulevard and Vine Street, a front lot line facing 7th Street within 225 feet of Grapefruit Boulevard, a front lot line facing 8th Street within 225 feet of Grapefruit Boulevard, a front lot line on the north side of 9th Street within 225 feet of Grapefruit Boulevard, and
2. Have either a front or side lot line facing Grapefruit Boulevard, a front lot line facing 4th Street within 225 feet of Grapefruit Boulevard, a front lot line facing 5th Street within 225 feet of Grapefruit Boulevard, a front lot line facing 6th Street between Grapefruit Boulevard and Vine Street, a front lot line facing 7th Street within 225 feet of Grapefruit Boulevard, a front lot line facing 8th Street within 225 feet of Grapefruit Boulevard, a front lot line on the north side of 9th Street within 225 feet of Grapefruit Boulevard, and
3. Are zoned C-G (general commercial), or M-S (manufacturing-service).

#### B. Sub-Zone #2:

1. Are located along the south side of Avenue 48, between Grapefruit Boulevard Van Buren Street; and
2. Have either a front or side lot line fronting Avenue 48 or Grapefruit Boulevard; and
3. Are zoned C-G (general commercial).



C. Sub-Zone #3:

1. Are located along either side of Dillon Road, between State Highway 86 and Vista Del Norte, and shall also include properties on the south side of Vista Del Sur fronting on Camp Court; and
2. Have either a front or side lot line fronting Dillon Road or Camp Court; and
3. Are zoned C-G (general commercial).

17.47.030 - Permitted uses.

Any uses permitted in the underlying zoning district of the property.

17.47.040 - Conditional uses.

The following uses may be permitted in the RC overlay zone subject to obtaining the appropriate approval:

- A. In Sub-Zones #1, and 3: The retail sale, exchange, transaction or delivery of cannabis, including retailers or microbusinesses, subject to a conditional use permit as specified in Section 17.74.010, as well as the regulatory requirements of Chapters 5.69 and 17.84 of this code.
- B. In Sub-Zone #2: The retail sale, exchange, transaction or delivery of cannabis, including retailers or microbusinesses, subject to obtaining a conditional use permit as specified in Section 17.74.01, and subject to a development agreement as specified in Chapter 17.100, as well as the regulatory requirements of Chapters 5.69 and 17.84 of this code.

17.47.050 - Prohibited uses.

Any uses not identified as “permitted” or “conditionally permitted” by this ordinance or by the chapter of this code applicable to the site’s underlying zone are prohibited.

17.47.060 - Property development standards.

- A. Project Area/Lot/Building Height Requirements. Except as specified in the applicable development agreement, CUP, or regulatory permit, the project area, lot size, lot coverage and building height requirements of the underlying zone shall apply.
- B. No Drive-Thru Retail Cannabis Facilities. No retail cannabis business within the RC Overlay Zone shall operate “drive-thru”, “drive up”, “window service” or similar facilities whereby a customer can order, purchase and receive retail cannabis without leaving his or her vehicle.

# ITEM 10.b.

- C. No Non-Storefront Retailers. No retail cannabis business within the RC overlay zone shall be operated as “non-storefront” or “delivery only”. Delivery may only be approved as ancillary to the operation of a permitted cannabis retail business which is physically located within the RC overlay zone and which primarily provides cannabis to customers on the premises.
- D. Distance Restrictions. No retail cannabis business within the RC overlay zone shall be located within two hundred fifty (250) feet of any public or private school (K-12), day care center or youth center. The distance shall be measured from the nearest point between any part of the building containing the retail cannabis business to any lot line of the other use. For purposes of this paragraph, the following definitions shall apply:
1. “Day care center” means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities and school age child care centers.
  2. “Youth center” means any public or private facility that is primarily used to house recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.
- E. Location of Customer Entrance. No retail cannabis business shall have a customer entrance that is adjacent to or directly across the street from a residentially zoned lot.
- F. On-Street/Off-Street Parking and Loading.
1. Off-Street Parking and Loading. Off-street parking and loading facilities for a retail cannabis business shall be provided in accordance with the provisions of Section 17.54.010-C(1) of this title.
  2. On-Street Parking and Loading. On-street parking or loading shall be prohibited for a retail cannabis business.
- G. Microbusinesses. Microbusinesses are permitted in the RC cannabis overlay zone. To hold a CUP for a microbusiness, the permittee must engage in at least three (3) of the following commercial cannabis activities: cultivation, manufacturing, distribution, and retail sale. Any cultivation at a microbusiness shall be limited to an area less than ten thousand (10,000) square feet. Any manufacturing at a microbusiness shall use nonvolatile solvents or no solvents.

17.47.070 - Architectural review.

All developments shall be subject to architectural review in accordance with Section 17.72.010 of this title, including planning commission review as described below. Any addition to or exterior alteration of a retail cannabis use in an existing development also shall be subject to such architectural review.

# ITEM 10.b.

- A. Design Criteria. Detailed architectural and/or artist renderings, or pictorial depictions, of the architectural designs and/or theming of the business shall be submitted for planning commission review. All retail cannabis businesses shall be designed to have a storefront with glass door and windows facing the street, providing visibility into the front lobby or showroom of the business. The applicant shall submit information regarding proposed interior and exterior wall and roof finishes, windows and awnings, lighting fixtures, flooring materials, and paint colors for the business for review by the planning commission.

# ITEM 10.b.

## Chapter 17.84 - RETAIL CANNABIS BUSINESSES

### 17.84.010 - Purpose and intent.

It is the purpose and intent of this chapter to regulate the retail sale of medicinal cannabis and nonmedicinal cannabis for adult use (including cannabis products, cannabis concentrate, and edible cannabis products) within the city of Coachella.

The regulations and prohibitions in this chapter are enacted to ensure the health, safety, and welfare of the residents of the city. The regulations and prohibitions herein, which are in compliance with the Compassionate Use Act of 1996 (“CUA”), the Medical Marijuana Program Act (“MMP”), and the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”) (collectively, “state law”), do not interfere with the use and possession of cannabis as authorized under state law.

Nothing in this chapter shall be construed to: (1) allow persons to engage in conduct that endangers others or causes a public nuisance, (2) allow any activity relating to the retail sale or use of cannabis that is otherwise illegal under California state law, or (3) interfere with the use and possession of cannabis as authorized under MAUCRSA.

### 17.84.020 - Definitions.

For the purposes of this chapter, the following definitions shall apply.

“Applicant” means an owner that applies for a development agreement or conditional use permit under this chapter.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.

“Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this division. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the California Health and Safety Code.

# ITEM 10.b.

“Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

“City manager” means the city manager of the city of Coachella or designee.

“Conditional use permit” or “CUP” means a conditional use permit issued under this chapter.

“Customer” means a natural person 21 years of age or older or a natural person 18 years of age or older who possesses a physician’s recommendation, or a primary caregiver.

“Delivery” means the commercial transfer of cannabis or cannabis products to a customer.

“Development agreement” means an agreement entered into between the city and an applicant under this chapter pursuant to Section 65865 of the California Government Code.

“Edible cannabis product” means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 of the California Food and Agricultural Code. An edible cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code. When the term “cannabis” is used in this chapter, it shall include “edible cannabis products.”

“Microbusiness,” for purposes of this chapter, means a commercial business that engages in retail cannabis sales and at least two of the following commercial cannabis activities: indoor cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution, provided such permittee can demonstrate compliance with all requirements imposed by this chapter and State law on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the permittee engages in such activities.

“Non-storefront retailer” means a cannabis retailer that provides cannabis exclusively through delivery.

“Owner” means any of the following:

- (1) A person with an aggregate ownership interest of twenty percent (20%) or more in the applicant, unless the interest is solely a security, lien, or encumbrance;
- (2) The chief executive officer of a nonprofit or other entity;
- (3) A member of the board of directors of a nonprofit;
- (4) The trustee(s) and all persons who have control of the trust and/or the commercial cannabis business that is held in trust.
- (5) An individual entitled to a share of at least twenty percent (20%) of the profits of the commercial cannabis business;
- (6) An individual that will be participating in the direction, control, or management of the person applying for a permit. Such an individual includes any of the following: a general partner of a commercial cannabis business that is organized as a partnership; a non-member manager or

# ITEM 10.b.

managing member of a commercial cannabis business that is organized as a limited liability company; an officer or director of a commercial cannabis business that is organized as a corporation.

“Permittee” means any person holding a valid permit under this chapter. A permittee includes all representatives, agents, parent entities, or subsidiary entities of the permittee.

“Person” includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

“Premises” means the designated structures and land specified in the conditional use permit application or development agreement that are in the possession of an used by the applicant or permittee to conduct the retail cannabis business. The premises must be a contiguous area and may only be occupied by one permittee.

“Retail cannabis business” or “retailer” means a business that sells and/or delivers cannabis or cannabis products to customers.

“Sell,” “sale,” and “to sell” include any transaction, whereby, for any consideration title to cannabis or cannabis products is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a permittee to the permittee from who the cannabis or cannabis product was purchased.

“State license” means a license issued by the state of California, as listed in California Business and Professions Code Section 26050.

Words and phrases not specifically defined in this code shall have the meaning ascribed to them as defined in the following sources:

- A. The Compassionate Use Act of 1996 (“CUA”);
- B. The Medical Marijuana Program (“MMP”); and
- C. The Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”).

17.84.030 - Development agreement or conditional use permit required.

- A. The city may authorize a total of ten (10) retail cannabis businesses to operate in the city of Coachella. No more than five (5) retail cannabis businesses may operate in Sub-Zone #1 (as described in Chapter 17.47). No more than two (2) retail cannabis business may operate in Sub-Zone #2 (as described in Chapter 17.47), subject to a development agreement. The remaining retail cannabis businesses may operate in the M-W Wrecking Yard Zone (as described in Chapter 17.34), the IP Industrial Park Overlay Zone (as

# ITEM 10.b.

described in Chapter 17.46), and Sub-Zone #3 (as described in Chapter 17.47). If applications are submitted for a greater number of conditional use permits than are permitted by this section, selection among the applicants may be made by a process, and subject to criteria, established by city council resolution. Conditional use permits for all retail cannabis businesses shall be issued in accordance with the requirements in this chapter and Chapters 17.34, 17.46, and 17.47, as applicable.

- B. Prior to initiating operations and as a continuing requisite to operating a retail cannabis business, including a retailer or microbusiness, the owner of the proposed retail cannabis business shall obtain (i) either an executed development agreement or a valid conditional use permit from the city as required by this code, (ii) a regulatory permit from the city manager and shall pay application fees as established by resolution adopted by the city council as amended from time to time, and (iii) a state license for each commercial cannabis activity use authorized under a development agreement or conditional use permit. Unless otherwise stated in this section, the provisions found in Chapter 17.74 entitled “Conditional Uses” shall apply.
- C. Changes in state license type, business owner, or operation will require an amendment to the approved conditional use permit.
- D. A retailer with a physical address outside of the city that wishes to deliver cannabis or cannabis products to a customer in the city is not required to obtain a conditional use permit under this chapter, but is required to obtain a city business license.
- E. This chapter does not apply to the individual possession of cannabis for personal adult use, as allowed by state law. Personal possession and use of cannabis in compliance with state law are permitted in the city of Coachella.

## 17.84.040 - Retail cannabis businesses—Permitted locations and standards.

- A. Retail cannabis businesses may be located in the M-W Wrecking Yard Zone, as described in Chapter 17.34, the IP Industrial Park Overlay Zone, as described in Chapter 17.46, and the RC retail cannabis overlay zone, as described in Chapter 17.47, upon issuance of (i) a fully executed development agreement between the city and owner or valid CUP, whichever is applicable, (ii) a regulatory permit as described in Chapter 5.69, and (iii) a valid state license, or as otherwise permitted in this code.
- B. Retail cannabis businesses shall comply with all regulations set forth in this chapter, Chapter 5.69, and Chapters 17.34, 17.46, and 17.47, as applicable.
- C. Every retail cannabis business shall submit to the city manager a copy of any and all of its state license(s) and local permits required for its operation. If any other applicable state license or local permit for a retail cannabis business is denied, suspended, modified, revoked, or expired, the permittee shall notify the city manager in writing within ten (10) calendar days.

# ITEM 10.b.

- D. Each applicant for a development agreement or CUP issued under this chapter must submit, along with a development agreement/CUP application, a building façade plan. Building façade plans shall include renderings of the exterior building elevations for all sides of the building. All building façades shall be tastefully done and in keeping with the high architectural quality and standards of the City of Coachella. The retail cannabis business facade and building signs shall be compatible and complimentary to surrounding businesses and shall add visual quality to the area.
- E. Except as required in this chapter, development agreements shall be reviewed, issued, denied, suspended, revoked, and/or renewed in accordance with Chapter 17.100 entitled “Development Agreements”, and CUPs shall be reviewed, issued, denied, suspended, revoked, and/or renewed in accordance with Chapter 17.74 entitled “Conditional Uses”. If any provision of this chapter conflicts with any provision of Chapters 17.74 or 17.100 of this code, the provision in this chapter shall control.

## 17.84.050 - Application fee and reimbursement agreement.

At the time an applicant submits an application under this chapter, the applicant shall also supply an application fee in an amount to be determined by resolution by the city council, an executed reimbursement agreement on a form provided by the city to fully reimburse the city for all costs, expenses, and fees, including but not limited to attorney fees and consultant fees, incurred by the city related to the retail cannabis business, and a deposit in an amount as provided for in the reimbursement agreement terms.

## 17.84.055 – Payment of taxes.

All retail cannabis businesses are required to pay all applicable taxes, including a cannabis business tax pursuant to Chapter 4.31.

## 17.84.060 - Prohibited operations.

Any retail cannabis business that does not have (i) a development agreement or CUP, (ii) a regulatory permit required under this code, and (iii) a state license(s) is expressly prohibited in all city zones and is hereby declared a public nuisance that may be abated by the city and is subject to all available legal remedies, including, but not limited to civil injunctions. Non-storefront retailers are prohibited in all zones in the city.

## 17.84.065 – Permits not transferable.

CUPs may not be transferred, sold, assigned, or bequeathed expressly or by operation of law. Any attempt to directly or indirectly transfer a retail cannabis business CUP shall be unlawful and void, and shall automatically revoke the permit.



## 17.84.070 - Grounds for permit denial, suspension, and revocation

Any conditional use permit issued pursuant to the provisions of this chapter may be denied, suspended, or revoked by the planning commission upon receiving satisfactory evidence that the applicant or permittee or owner, its agent(s), employee(s), or any person connected or associated with the applicant or permittee:

- A. Has knowingly made false statements in the applicant's application or in any reports or other supporting documents furnished by the applicant or permittee;
- B. Has failed to maintain a valid state license;
- C. Has failed to comply with any applicable provision of the Coachella Municipal Code, including, but not limited to this chapter, the city's building, zoning, health, and public safety regulations;
- D. Has failed to comply with any condition imposed on the conditional use permit; or
- E. Has allowed the existence of or created a public nuisance in violation of the Coachella Municipal Code.

## 17.84.080 - Personal cultivation.

City residents are permitted to cultivate cannabis on private residential property for personal use and in accordance with state law, subject to the following standards:

- A. Outdoor Cultivation.
  - 1. Cultivation for personal use is only permitted on private residential property developed with at least one (1) residential dwelling unit. No more than six (6) cannabis plants are permitted to be cultivated at a private residence. Property owners retain the right to prohibit renters from cultivation and any renter choosing to cultivate shall first obtain written authorization from the property owner to cultivate on site.
  - 2. Outdoor cultivation is limited to rear and side yard areas and only if screened by a solid block wall no less than six (6) feet in height.
  - 3. Outdoor cultivation shall not be visible from surrounding public streets or adjoining properties. As such, cannabis plants may not grow above the height of the property line walls unless screened by another approved screening method.
  - 4. Outdoor cultivation within six hundred (600) feet of a school, daycare center, or youth center is prohibited.
- B. Indoor Cultivation.

# ITEM 10.b.

1. Indoor cultivation must have adequate ventilation. Structural ventilation, electrical, gas, or plumbing changes to accommodate indoor cultivation are required to obtain a building permit from the city's building and safety department.
2. The use of volatile solvents, as defined in California Health and Safety Code Section 11362.3(d), including, but not limited to, butane, propane, xylene, gasoline, kerosene, and other dangerous and poisonous toxins or carcinogens, are prohibited for indoor cultivation at a private residence.

## 17.84.090 - Penalties for violations.

- A. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to criminal sanctions, civil actions, administrative penalties, permit suspension, and permit revocation.
- B. Violations of this chapter constitute an infraction or misdemeanor and may be enforced by any applicable law.
- C. Violations of this chapter are hereby declared to be public nuisances.
- D. Each person is guilty of a separate offense each day a violation is allowed to continue and every violation of this chapter shall constitute a separate offense and shall be subject to all remedies.
- E. All remedies prescribed under this chapter shall be cumulative and the election of one or more remedies shall not bar the city from the pursuit of any other remedy for the purpose of enforcing the provisions hereof.

## Chapter 17.85 - COMMERCIAL CANNABIS ACTIVITY

### 17.85.010 - Purpose and intent.

It is the purpose and intent of this chapter to regulate the cultivation, manufacturing, testing, distribution, and transportation of medicinal and nonmedicinal cannabis (including cannabis products, cannabis concentrate, and edible cannabis products) within the city of Coachella.

The regulations in this chapter are enacted to ensure the health, safety, and welfare of the residents of the city. These regulations, in compliance with the Compassionate Use Act of 1996 (“CUA”), the Medical Marijuana Program (“MMP”), the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) (collectively, “state law”), do not interfere with the use and possession of cannabis, as authorized under state law.

Nothing in this chapter shall be construed to: (1) allow persons to engage in conduct that endangers others or causes a public nuisance, (2) allow any activity relating to the cultivation, manufacturing, testing, or distribution of cannabis that is otherwise illegal under California state law, or (3) interfere with the use and possession of cannabis as authorized under MAUCRSA.

### 17.85.020 - Definitions.

Unless the particular provision or context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter:

“Applicant” means an owner applying for a conditional use permit, desiring to enter into a development agreement, or applying for any other applicable entitlement under this chapter.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” also means marijuana as defined by Section 11018 of the California Health and Safety Code. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, “cannabis” does not mean “industrial hemp” as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

“Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this division. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the California Health and Safety Code.

# ITEM 10.b.

“Cannabis products” has the same meaning as marijuana products in Section 11018.1 of the California Health and Safety Code. When the term “cannabis” is used in this chapter, it shall include “cannabis products.”

“City manager” means the city manager of the city of Coachella or designee.

“Commercial cannabis activity” includes the cultivation, manufacture, laboratory testing, and distribution (including possession, processing, storing, and labeling incidental to each activity, as applicable) of cannabis and cannabis products. For purposes of this chapter, “commercial cannabis activity” does not include delivery or retail sale of cannabis or cannabis products. Zoning restrictions on cannabis retailers and microbusinesses can be found in Chapters 17.34, 17.46, 17.47 and 17.84.

“Conditional Use Permit” or “CUP” means a conditional use permit issued under this chapter.

“Cultivate” or “cultivation” means any commercial activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. A cannabis nursery is considered a “cultivation” use.

“Customer” means a natural person 21 years of age or older or a natural person 18 years of age or older who possesses a physician’s recommendation, or a primary caregiver.

“Delivery” means the commercial transfer of cannabis or cannabis products to a customer.

“Development agreement” means an agreement entered into between the city and an applicant under this chapter pursuant to Section 65865 of the California Government Code.

“Distribution” means the procurement, wholesale sale, and transport of cannabis and cannabis products between entities permitted or licensed under this chapter, another local California jurisdiction, or state law.

“Edible cannabis product” means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 of the California Food and Agricultural Code. An edible cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code. When the term “cannabis” is used in this chapter, it shall include “edible cannabis products.”

“Indoor” means within a fully enclosed and secure building.

“Manufacture” means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product.

“Manufacturer” means a permittee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction

# ITEM 10.b.

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.

“Microbusiness,” for purposes of this chapter, means a commercial business that engages in cultivation of cannabis on an area less than ten thousand (10,000) square feet, Level 1 manufacturing, and distribution, provided such permittee can demonstrate compliance with all requirements imposed by this chapter and State law on licensed cultivators, distributors, and Level 1 manufacturers to the extent the permittee engages in such activities. Level 1 manufacturing means manufacturing with no solvents or with nonvolatile solvents.

“Nursery” means a permittee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis.

“Operation” means any act for which a permit is required under the provisions of this chapter, or any commercial transfer of cannabis or cannabis products.

“Owner” means any of the following:

- (1) A person with an aggregate ownership interest of twenty percent (20%) or more in the applicant, unless the interest is solely a security, lien, or encumbrance;
- (2) The chief executive officer of a nonprofit or other entity;
- (3) A member of the board of directors of a nonprofit;
- (4) The trustee(s) and all persons who have control of the trust and/or the commercial cannabis business that is held in trust.
- (5) An individual entitled to a share of at least twenty percent (20%) of the profits of the commercial cannabis business;
- (6) An individual that will be participating in the direction, control, or management of the person applying for a permit. Such an individual includes any of the following: a general partner of a commercial cannabis business that is organized as a partnership; a non-member manager or managing member of a commercial cannabis business that is organized as a limited liability company; an officer or director of a commercial cannabis business that is organized as a corporation.

“Permittee” means the individual or applicant to whom a conditional use permit has been issued under this chapter. A permittee includes all representatives, agents, parent entities, or subsidiary entities of the permittee.

“Person” includes any individual, firm, co-partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

“Retailer” means a person or entity that sells cannabis or cannabis products to customers.

“Shared-use facility” means a premises registered by a primary manufacturing permittee at which multiple cannabis manufacturers may operate at separate times.

# ITEM 10.b.

“Testing” means subjecting cannabis to laboratory testing for active compounds and purity prior to distribution for consumption.

“Testing laboratory” means a laboratory, facility, or entity in California, that offers or performs tests of cannabis or cannabis products and that is both of the following: (1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state; and (2) Licensed by the California Bureau of Marijuana (or Cannabis) Control within the California Department of Consumer Affairs (when such licenses begin to be issued).

Words and phrases not specifically defined in this code shall have the meaning ascribed to them as defined in the following sources:

- A. CUA (California Health and Safety Code Section 11362.5);
- B. MMP (California Health and Safety Code Sections 11362.7 through 11362.83); and
- C. MAUCRSA (California Business and Professions Code Sections 26000 et seq.).

17.85.030 - Commercial cannabis activity permitted.

Commercial cannabis activity permitted under this chapter includes cultivation, manufacture (including shared-use facilities), distribution, and testing (including possession, processing, storing, and labeling incidental to such activity). Prior to engaging in any such commercial cannabis activity in the city, one must obtain either a development agreement or conditional use permit (CUP), and a regulatory permit as required by this code, subject to the provisions of the CUA, MMP, MAUCRSA, and any other state laws pertaining to cannabis.

17.85.040 - Conditional use permit or development agreement required.

Prior to initiating operations and as a continuing requisite to operating a commercial cannabis activity, the applicant shall obtain a validly issued CUP as provided in Chapter 17.74 entitled “Conditional Uses” of this municipal code or enter into a fully executed development agreement agreed to by the city council. If any provision of this chapter conflicts with any provision of Chapter 17.74 of this code, the provision in this chapter shall control. An applicant must obtain a separate CUP for each commercial cannabis activity the applicant wishes to operate. Each CUP will include a condition of approval requiring that the permittee also obtain and maintain a cultivation, manufacture, distribution, or testing laboratory regulatory permit required by this code.

17.85.050 - Commercial cannabis activity—Permitted locations and standards.

- 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 CUP and a regulatory permit.

# ITEM 10.b.

- B. Commercial cannabis activity in the M-W zone should be restricted to a site having a minimum of five (5) acres in size, with a minimum paved street frontage of two hundred fifty (250) feet. Commercial cannabis activity in the IP zone is restricted to sites having a minimum project area of ten (10) acres and a minimum lot size or grouping of lots of at least five (5) acres.
- C. Commercial cannabis activity must be served by municipal water and sewer services.
- D. Commercial cannabis activity shall be located a minimum distance of six hundred (600) feet away from any residentially-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 activity 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 CUP to develop a new stand-alone commercial cannabis activity facility or a multi-tenant facility within a minimum site area of five (5) 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 commercial cannabis activities that cause such odors.
- 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 requirement in subsection (B) or the restrictions set forth in subsections (D) and (E) of this section.

## 17.85.055 – Application fee and reimbursement agreement.

At the time an applicant submits an application under this chapter, the applicant shall also supply an application fee in an amount to be determined by resolution by the city council, an executed reimbursement agreement on a form provided by the city to fully reimburse the city for all fiscal impacts, costs, expenses, and fees, including but not limited to attorney fees and consultant fees, incurred by the city related to the commercial cannabis activity, and a deposit in an amount as provided for in the reimbursement agreement terms.

## 17.85.060 - State law compliance.

- A. No commercial cannabis activity shall operate unless it is in possession of all applicable state and local licenses or permits, except as otherwise permitted by state and/or local law.
- B. Every commercial cannabis activity shall submit to the city manager a copy of any and all of its state and local licenses and permits required for its operation.

# ITEM 10.b.

- C. If any other applicable state or local license or permit for a commercial cannabis activity is denied, suspended, modified, revoked, or expired, the permittee shall notify the city manager in writing within ten (10) calendar days.

## 17.85.070 - Payment of taxes.

All commercial cannabis activity is required to pay all applicable taxes, including a cannabis business tax pursuant to Chapter 4.31.

## 17.85.075 – Permits not transferable.

CUPs may not be transferred, sold, assigned or bequeathed expressly or by operation by law. Any attempt to directly or indirectly transfer a cannabis business CUP shall be unlawful and void, and shall automatically revoke the permit.

## 17.85.080 - Prohibited operations.

Any commercial cannabis activity that does not have both (i) a development agreement or CUP and (ii) a regulatory permit required under this code is expressly prohibited in all city zones and is hereby declared a public nuisance that may be abated by the city and is subject to all available legal remedies, including but not limited to civil injunctions.

## 17.85.090 - Commercial cannabis cultivation, manufacturing, testing, processing—Interior only.

All commercial cannabis cultivation, manufacturing, processing and testing shall be conducted only in the interior of enclosed structures, facilities and buildings. All cultivation operations, including all cannabis plants, at any stage of growth, shall not be visible from the exterior of any structure, facility or building containing cultivation. All cultivation, manufacturing, testing and processing must take place indoors, within a permanent structure that is enclosed on all sides. Outdoor cultivation, manufacturing, testing, and processing are prohibited. Portable greenhouses and/or non-permanent enclosures shall not be used for cultivation unless they are placed inside of a permanent structure that is enclosed on all sides.

## 17.85.100 - Penalties for violations.

- A. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to criminal sanctions, civil actions for injunctive relief or otherwise, and administrative penalties.
- B. Violations of this chapter constitute an infraction or misdemeanor and may be enforced by any applicable law.
- C. Violations of this chapter are hereby declared to be public nuisances.



# ITEM 10.b.

- D. Each person is guilty of a separate offense each day a violation is allowed to continue and every violation of this chapter shall constitute a separate offense and shall be subject to all remedies.
- E. All remedies prescribed under this chapter shall be cumulative and the election of one or more remedies shall not bar the city from the pursuit of any other remedy for the purpose of enforcing the provisions hereof.



**ITEM 10.c.**





## STAFF REPORT 6/26/2019

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

**FROM:** Jonathan Hoy, P.E., Assistant City Manager, City Engineer

**SUBJECT:** Public Hearing for Resolution No. 2019-10 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for Fiscal Year 2019/2020 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38.

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### **STAFF RECOMMENDATION:**

The City Council adopts Resolution No. 2019-10:

- 1) Confirming the Diagram and Assessments and Ordering the Levy and Collection of Assessments for the City of Coachella Landscaping and Lighting Maintenance District 1 through 38 for Fiscal Year 2019/2020, pursuant to the provisions of Part 2 Division 15 of the California Streets and Highways Code.
- 2) Authorize and Direct the City Clerk to file the diagram and assessment with the Riverside County Assessor/ County Clerk-Recorder's Office

### **BACKGROUND:**

In accordance with the "Landscaping and Lighting Act of 1972" of the Streets and Highways Code, on March 13, 2019, the City Council adopted Resolution No. 2019-08, and initiated a proceedings to update the District for the next Fiscal year declaring its Intention to Levy and Collect Assessments and Ordered the preparation of the Engineer's Report. Subsequently, on May 8, 2019 the City Council adopted Resolution No. 2019-09 giving Preliminary Approval of the Engineer's and setting a time and place for the Public hearing to Levy and Collect Assessments. A map displaying the Districts is attached herewith as Exhibit "A".

Resolution No. 2019-10, if approved, will confirm the assessments for the Fiscal Year 2018/2019 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38, shown on the attached Exhibit "A" and "B". A notice of Public Hearing was posted in the local newspaper on the attached Exhibit "C".

# ITEM 10.c.

## FISCAL IMPACT:

Approval of the assessments would have no adverse impact to the General Fund. The proposed assessments for each District has been prepared based upon the improvements and maintenance expenses necessary to maintain the common areas within each District. The revenues and expenditures are accounted for within separate 160 fund accounts within each District.

**RESOLUTION NO. 2019-10****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 THROUGH 38 FOR FISCAL YEAR 2019/2020, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE**

**WHEREAS**, the City Council and the City of Coachella, California (“City Council”) has adopted Resolution No. 2019-08 on March 13, 2019 Initiating the Preparation of the Engineer’s Report Declaring Intention to Levy and Collect Assessments for Fiscal Year 2019/2020 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38 pursuant to the terms and provisions of the “Landscaping and Lighting Act of 1972”, being Part 2 Division 15 of the California Streets and Highways Code; and

**WHEREAS**, this City Council has directed the staff to prepare the Engineer’s Report, and the City Engineer has prepared and submitted the report to the City Clerk his report pursuant to law for the City Council’s consideration; and

**WHEREAS**, the City Council has adopted Resolution Number 2019-09 on May 8, 2019 Giving Preliminary Approval of the Preliminary Engineer’s Report for Levy of Annual Assessments for Landscaping and Lighting Maintenance Districts 1 through 38 Declaring the Intention to Levy and Collect Assessments for Fiscal Year 2019/2020 and Set a Public Hearing for Districts 1 through 38; and

**WHEREAS**, the City Council scheduled a Public Hearing on June 26, 2019 at 6:00 p.m. prior to confirmation of the proposed assessments for Fiscal Year 2019/2020; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Coachella as follows:

**Section 1.** That above recitals area all true and correct

**Section 2.** Following notice duly given by publication, the City Council has held a full and fair Public Hearing regarding the Levy of the Proposed Assessment within the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 38 for Fiscal Year commencing on July 1, 2019 and ending June 30, 2020, to pay for the cost and expenses of maintaining and servicing existing and proposed public landscaping and storm drain facilities installed and constructed within public places in the City of Coachella, pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code. All interested persons were offered the opportunity to hear and be heard regarding protests and objections to the Levy and Collection of the Proposed Assessment against lots or parcels of real property within City of Coachella Landscaping and

# ITEM 10.c.

Lighting Maintenance District No. 1 through 38. All protests and objections to the Levy and Collection of the proposed assessments for the Fiscal Year 2019/2020 commencing on July 1, 2019 and ending on June 30, 2020, area hereby overruled by the City Council.

**Section 3.** The City Council hereby orders the maintenance and servicing of the existing and proposed public landscape facilities installed and constructed in public places in the City of Coachella and hereby confirms the diagram and assessment set forth in the Engineer's Report.

**Section 4.** The assessment is in compliance with the provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code and with any applicable provisions of Proposition 218.

**Section 5.** The assessment is levied without regard to property valuation.

**Section 6.** The assessment is levied for the purpose of paying the costs and expenses of maintaining and servicing existing and proposed public landscaping facilities installed and constructed in public places in the City of Coachella for the Fiscal Year commencing on July 1, 2019 and ending on June 30, 2020.

**Section 7.** The adoption of Resolution No. 2019-10 constitutes the levy of an assessment for the Fiscal Year commencing on July 1, 2019 and ending on June 30, 2020.

**Section 8.** The maintenance and servicing of the public landscaping facilities shall be performed pursuant to law and the County Recorder/Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City of Coachella Finance Department.

**Section 9.** The City of Coachella Finance Department shall deposit all monies representing assessments collected by the County to the credit of a special fund known as Special Revenue Funds Special Assessments, City of Coachella Landscaping and Lighting Maintenance District No. 1 through 38.

**Section 10.** The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the Riverside County, Assessor's Office, together with a certified copy of Resolution 2019-10 upon its adoption.

**Section 11.** A certified copy of the assessment and diagram shall be filed in the Office of the City Clerk, with a duplicate copy on file in the office of the City Engineer and open for public review.



# ITEM 10.c.

**PASSED, APPROVED and ADOPTED** this 26<sup>th</sup> day of June 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 10.c.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-10 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 26<sup>th</sup> day of June, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk

## SCHEDULE

Landscaping and Lighting Maintenance District No. 1 Through 38

<b>Item</b>	<b>Council Meeting Date</b>
Resolution 2019-08 Initiating Preparation of Engineer's Report and Declaring Intention to Levy and Collect Assessments for Fiscal Year 2019/2020	March 13, 2019
Resolution 2019-09 Preliminary Approval of Engineer's Report and Setting a time and Place for Public Hearing to Levy and Collect Assessments for Fiscal Year 2019/2020	May 8, 2019
Resolution 2019-10 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for Fiscal Year 2019/2020	June 26, 2019

# ITEM 10.c.

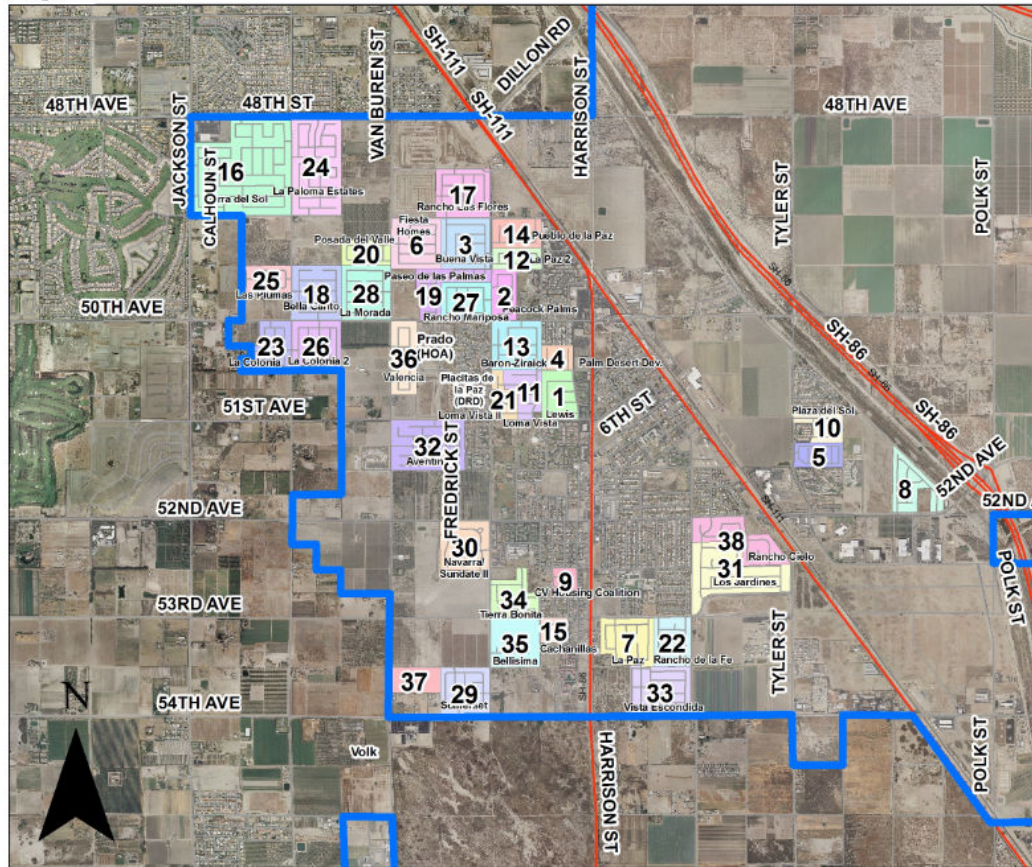
## Exhibit "A"

### CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 THROUGH 38 FISCAL YEAR 2019/2020

#### BOUNDARY MAP



### City of Coachella Landscape and Lighting Districts 2012



LLMD#	Tract Name	Tract
1	Lewis	14664
2	Peacock Palms	14472
3	Buena Vista	14675
4	Palm Desert Dev.	18632
5	(Lighting Only)	26370
6	Fiesta Homes	23911
7	La Paz	26467
8	(Lighting Only)	24299
9	CV Housing Coalition	23408
10	Plaza del Sol	26592
11	Loma Vista	22110
12	La Paz II	28374
13	Baron-Ziraick	28443
14	Pueblo de la Paz	29071
15	Cachanillas	30020
16	Tierra del Sol	30684
17	Rancho Las Flores	30498
18	Bella Canto	30728
19	Paseo de las Palmas	30354
20	Posada del Valle	30621
21	Loma Vista II	22110
22	Rancho de la Fe	30889
23	La Colonia	30871
24	La Paloma Estates	30910
25	Las Plumas	31376
26	La Colonia II	30274
27	Rancho Mariposa	30831
28	La Morada	30830
29	Somerset	31664
30	Navarra/Sundate I	31508
31	Los Jardines	31533
32	Aventine	31551
33	Vista Escondida	32264
34	Tierra Bonita	31158
35	Bellisima	31978
36	Valencia	31698
37	Volk	31550
38	Rancho Cielo	31714

## Exhibit "B"

CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE  
DISTRICT NO. 1 THROUGH 38 FISCAL YEAR 2019/2020

<b>DISTRICT NUMBER</b>	<b>PROPOSED LEVY PER LOT</b>	<b>NUMBER OF LOTS</b>
AREA 1	109.60	127
AREA 2	59.76	130
AREA 3	95.40	181
AREA 4	94.42	66
AREA 5	0.00	0
AREA 6	214.28	171
AREA 7	152.90	161
AREA 8	25.26	138
AREA 9	176.42	32
AREA 10	81.86	75
AREA 11	84.76	105
AREA 12	150.00	76
AREA 13	323.92	168
AREA 14	329.32	90
AREA 15	518.62	48
AREA 16	825.00	555
AREA 17	400.00	162
AREA 18	549.14	172
AREA 19	314.20	126
AREA 20	500.00	81
AREA 21	135.70	70
AREA 22	300.00	118
AREA 23	539.20	119
AREA 24	671.08	291
AREA 25	479.46	87
AREA 26	0.00	0
AREA 27	480.00	112
AREA 28	460.00	171
AREA 29	300.00	152
AREA 30	200.00	160
AREA 31	213.72	265
AREA 32	419.72	250
AREA 33	575.50	282
AREA 34	380.00	115
AREA 35	515.00	49
AREA 36	316.72	108
AREA 37	0.00	0
AREA 38	500.00	150

# ITEM 10.c.

## Exhibit "C"

NOTICE OF PUBLIC HEARING FOR RESOLUTION NO. 2019-10, "CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 THROUGH 38 FOR FISCAL YEAR 2019/2020

THE DESERT SUN

05/29/2019

06/05/2019

06/12/2019

**City of Coachella**  
**Engineer's Annual Levy Report**  
**Landscaping and Lighting Maintenance**  
**Assessment Districts 1 through 38**  
**Fiscal Year 2019/2020**

**Final Engineer's Report**



**Public Hearing: June 26, 2019**

City of Coachella  
Engineering Department  
1515 Sixth Street  
Coachella, CA 92236  
Phone: 760-398-5744

## I. Overview

### A. Introduction

The City of Coachella ("City") annually levies and collects special assessments in order to maintain the improvements within the City's thirty eight (38) Landscaping and Lighting Maintenance Districts ("Districts"). The Districts were formed in various years starting in 1980 and levied annually pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highway Code ("Act").

This Engineer's Annual Levy Report ("Report") describes the various Districts, any changes to the Districts, and the proposed assessments for Fiscal Year 2019/2020. The proposed assessments are based on the historical and estimated cost to maintain the improvements that provide a direct and special benefit to properties within each District. The various improvements within the District, and the costs of those improvements, are identified and budgeted separately, including all expenditures, deficits, surpluses, revenues, and reserves. Each parcel within a District is assessed proportionately for only those improvements provided in that District, and for which the parcel receives benefit.

Following consideration of all public comments, and written protests at a noticed public hearing, and final review of the Engineer's Reports, the City Council will determine if a majority protest exists and may order amendments to the Report, or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the City Council may then order the levy and collection of assessments for Fiscal Year 2019/2020, pursuant to the Act. In such case, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll for each parcel in Fiscal year 2019/2020.

### B. Review of Districts Formation

On November 5, 1996, California voters approved Proposition 218. The provisions of Proposition 218, now Constitutional Article XIII C and XIII D ("Measure"), are summarized in general areas:

1. Strengthens the general and special tax provisions of Proposition 13, and Proposition 62.
2. Extends the initiative process to all local taxes, assessments, fees and charges.
3. Adds substantive and procedural requirements for assessments.
4. Adds substantive and procedural requirements for property related fees and charges.

The provisions of the measure established specific restrictions on assessments, and the application of those assessments. Beginning July 1, 1997, all new and existing assessments (with



some exceptions) were to comply with the new substantive and procedural requirements of the Measure. Results of a review of the formation of the existing and proposed Districts are summarized in the following table.

## City of Coachella Landscape and Lighting Maintenance Districts

**Table 1**

District Name	District Number	Number Of Parcels	Approval Date
Lewis Homes - Tract Numbers 14664-1, 14664-2, 14664, & 17892	1	127	9/16/1980
Peacock Palms – Tract Numbers 14472 & 15976	2	130	6/16/1980
Buena Vista Homes – Tract Numbers 14675, 18317, & 28074	3	181	9/16/1980
Palm Desert Development – Tract Numbers 18632-1, 18632-2 & 18632	4	66	6/2/1987
Palmeras Mobile Home Park – Tract Number 26370 – Dissolved March 2013	5	122	7/17/1991
Fiesta Homes – Tract Numbers 23911-1, 23911-2, & 23911	6	171	8/7/1991
La Paz Homes – Tract Numbers 26467-3, 26467-2, 26467-1, 26467, 26639-1, & 26639	7	161	8/7/1991
La Ponderosa Homes – Tract Numbers 24299-1 & 24299	8	138	1/28/1994
Coachella Valley Housing Coalition – Tract Numbers 23408-1, 23408-2, & 23408	9	32	5/4/1994
Plaza Del Sol – Tract Number 26592	10	76	12/21/1994
Loma Vista Homes – Tract Numbers 22110-1 & 22110-2	11	105	8/2/1995
*La Paz Home II – Tract Numbers 28374-1, 28374-2, 28374-3, & 28375	12	76	10/17/1996
*Baron-Ziraick – Tract Numbers 28443-1, 28443-2, & 28443	13	168	8/7/1999
*Pueblo De La Paz – Tract Numbers 29071-1, 29071-2, 29071-3, 29071-4, & 29071	14	90	6/14/2000
*Cachanillas – Tract Number 30020	15	48	5/28/2003

# ITEM 10.c.

City of Coachella  
 Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

*Tierra Del Sol – Tract Numbers 30582, 30684-1, 30684-2, 30684-3, & 30684	16	556	8/20/2003
*Rancho Las Flores – Tract Number 30498-1	17	163	5/14/2003
*Bella Canto – Tract Number 30728	18	175	6/16/2003
*Paseo De Las Palmas – Tract Numbers 30354-1, 30354	19	126	7/9/2003
*Posada Del Valle – Tract Number 30621-1, 30621	20	81	8/20/2003
*Loma Vista – Tract Number 22110	21	70	8/20/2003
*Rancho De La Fe – Tract Number 30889	22	120	11/10/2004
*La Colonia I – Tract Number 30871	23	119	11/10/2004
*La Paloma Estates – Tract Numbers 30910-1, 30910-2, 30910	24	291	4/13/2005
*Las Plumas – Tract Number 31376	25	87	6/8/2005
*La Colonia II – Tract Numbers 32074-1, 32074-2, & 32074 – Dissolved June 2013	26	155	6/8/2005
*Rancho Mariposa – Tract Number 30831	27	112	8/1/2005
*La Morada – Tract Number 30830	28	171	8/1/2005
*Somerset – Tract Numbers 31664-1, 31664-2, 31664-3, & 31664	29	153	8/24/2005
*Navarra/Sundate – Tract Number 31508	30	160	6/28/2006
*Los Jardines – Tract Numbers 31533-1, 31533-2, & 31533	31	265	11/9/2005
*Aventine – Tract Numbers 31551-1 & 31551	32	251	11/29/2006
*Vista Escondida – Tract Number 32264	33	282	2/8/2006
*Tierra Bonita – Tract Number 31158	34	115	2/8/2006
*Bellissima – Tract Number 31978	35	158	9/13/2006
*Valencia – Tract Number 31698	36	108	5/31/2006

Engineer’s Annual Levy Report Fiscal year 2019/2020  
Landscaping and Lighting Maintenance Assessment Districts

*Volk – Tract Number 31550	37	80	11/22/2006
Rancho Cielo – Tract Number 31714	38	150	3/14/2006

\*Areas with an asterisk are subject to Consumer Price Index or 3% annual increase for an inflationary factor

All Districts and assessments within the Districts are not subject to the substantive and procedural requirements of the Measure at the current assessment amounts. At the conclusion of the public hearing, the City Council may approve the proposed assessments for each of the Districts, and order the levy and collection of the assessments.

## C. General Description of the Districts

The Districts provide maintenance, service, and operation of landscape and lighting improvements, including associated appurtenances located within the public right-of-way, and dedicated landscape easements within each of the various Districts throughout the City.

For Fiscal year 2019/2020 there are thirty-eight (38) distinct benefit Districts identified in Table 1. Each District has specific improvements and services that provide benefit to the parcels within the District. Improvements within the Districts generally include, but are not limited to; landscaped parkways, landscaped recreation/retention areas, perimeter fencing, retention basin fencing, repairs and street lights. The costs associated with the specific improvements in each District are equitably spread among all parcels receiving benefit from the improvements.

## II. Method of Apportionment

### A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance, and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value.

*“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the new amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”*

The formula used for calculating assessments in each District, therefore reflects the composition of the parcels, and the improvements and services provided, to apportion the costs based on estimated benefit to parcels within each District.

# ITEM 10.c.

In addition, pursuant to Article XIID, Section 4 of the State Constitution, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel, and provides that only special benefits are assessable. Therefore, in compliance with the new assessment requirements, only assessments that are identified as "Special Benefit Assessments" are assessed.

Estimates for materials and miscellaneous expenses included are based on the best available data known at the time the budgets for each District were prepared and the assessment was determined.

## B. Benefit Analysis

The method of apportionment (method of assessment) is based on the premise that the assessed parcels within the Districts receive benefit from the improvements maintained and financed by the Districts assessments. The assessments are for the maintenance of local landscape improvements installed as part of the original development of the parcels within each District and approved by property owners at the formation of the District. The desirability of properties within each District is enhanced by the presence of well-maintained landscaping and sufficient lighting in close proximity to those properties.

The improvements provided by the Districts generally include landscaped parkways, entryways, recreation/retention areas, street lighting for pedestrians and vehicles, and any other appurtenant facilities. The annual assessments outlined in this Report are proposed to cover the estimated cost to provide all necessary services, operation, administration, and maintenance required during the year to keep these improvements in a healthy, vigorous, and satisfactory condition.

The special benefits associated with the local landscaping and lighting improvements are specifically:

- Enhanced desirability of properties through association with the improvements
- Improved aesthetic appeal of properties within the Districts providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, including dust and debris control.
- Increased sense of pride in ownership of property within the Districts resulting from well-maintained improvements associated with the properties.

- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District though well-maintained surroundings and amenities, including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Districts by moderating temperatures, providing oxygenation and attenuating noise.
- Intersection lighting to maximize illumination and reduce potential vehicular accidents.
- Illumination of walkways and pathways to increase pedestrian foot traffic and facilitate safety.
- Public street lights serving a property provide a variety of benefits to the property
  - Access benefit – public street lights improve ingress and egress from properties from dusk to dawn.
  - Security benefit – public streetlights help reduce vandalism against properties and criminal acts on properties between dusk to dawn.
  - Traffic benefit - Public Street lights improve safety and facilitate the flow traffic to and from properties between dusk to dawn.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the Districts creating a more distinctive and a greater defined quality of life.

## **C. Assessment Methodology**

The various Districts consist of only residential parcels and each parcel shares the benefit equally. In some Districts, not all of the area has been subdivided into the final lot configuration. In those areas where the parcels are subdivided the parcels are assessed based on the number of lots per the approved tentative map.

**Total Balance to Levy + Total Lots in District = Parcel Levy Amount**

## **III. Description of the Districts**

The lots and parcels within each of the referenced Districts are shown on the Riverside County Assessor's Parcel Maps and by reference are made part of this report. Attached is Exhibit "A: entitled "City of Coachella Landscaping and Lighting Maintenance District Map" showing the locations of the Districts.

Generally, the work to be performed consists of the maintenance of certain landscaping improvements installed as the City of Coachella's conditions of approval for developments all located within the City of Coachella. Reference is hereby made to the plans and specifications for the landscaping improvements as prepared by the engineer for the various developments and

# ITEM 10.c.

reviewed and approved by the City Engineer. These plans and specifications show the location and extent of the landscape areas. Said plans and specifications are on file in the City of Coachella and, by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

A general description of improvements and developments, by District, are as follows:

## **District No. 1 – Lewis Homes**

The District includes all parcels within tract numbers 14664-1, 14664-2, 14664, and 17892, generally located north of Avenue 51 and west of Suncrest Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 2 – Peacock Palms**

The District includes all parcels within tract numbers 14472 and 15976, generally located northeast corner of Avenue 50 and Frederick Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 3 – Buena Vista Homes**

The District includes all parcels within tract numbers 14675, 18317, and 28074, generally located southwest corner of Avenue 49 and Frederick Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The

sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 4 – Palm Desert Development**

The District includes all parcels within tract numbers 18632-1, 18632-2, and 18632, generally located north of Westerfield Way and east and west of Kenmore Street, Coronado Street and Balboa Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 5 – Palmeras Mobile Home Park – Dissolved March 2013**

### **\*Landscaping Excluded**

The District includes all parcels within tract number 26370, generally located east of Tyler Street and around Palmeras Circle. The improvements in this tract are maintained by the property owners under an Association (CC&R) with the exception of one (1) street light on the Tyler Street Entrance.

## **District No. 6 – Fiesta Homes**

The District includes all parcels within tract numbers 23911-1, 23911-2, and 23911, generally located southeast corner of Avenue 49 and Van Buren Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

# ITEM 10.c.

## **District No. 7 – La Paz Homes I**

The District includes all parcels within tract numbers 26467-1, 26467-2, 26467-3, 16467-4, 26467, 26639-1, and 26639, generally located south of Avenue 53 and east and west of Calle La Paz and Calle Bonita.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 8 – La Ponderosa Home**

### **\*Landscaping Excluded**

The District includes all parcels within tract numbers 24299-1 and 24299, generally located north of Avenue 52 and east and west of La Ponderosa Drive and La Hernandez Street. The improvements include only street lighting within the tracts.

## **District No. 9 – Coachella Valley Housing Coalition**

The District includes all parcels within tract numbers 23408-1, 23408-2, and 23408, generally located north of Calle Zamora, south of Calle Verde and east of Calle Techa.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 10 – Plaza Del Sol Homes**

The District includes all parcels within tract number 26592, generally located east of Tyler Street and north and south of Calle Bougainvillea.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of



an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 11 – Loma Vista Homes**

The District includes all parcels within tract numbers 22110-1 and 22110-2, generally located north of Avenue 51, east of Frederick Street and east and west of Avenida Adobe.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 12 – La Paz Homes**

The District includes all parcels within tract numbers 28374-1, 28374-2, 28374-3, and 28375, generally located east of Frederick Street, north and south of Guitron Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 13 – Baron-Ziraick Investments**

The District includes all parcels within tract numbers 28443-1, 28443-2, and 28443, generally located southeast corner of Avenue 50 and Frederick Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various

# ITEM 10.c.

types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 14 – Pueblo De La Paz**

The District includes all parcels within tract numbers 20971-1, 20972-2, 20971-3, 20971-4, and 20971, generally located southeast corner of Avenue 49 and Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The pump is complete with force main, electric supply and other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 15 – Cachanillas**

The District includes all parcels within tract number 30020, generally located south of Avenue 53, east of Calle Empalme and west of Calle Avilla.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 16 – Tierra Del Sol**

The District includes all parcels within tract numbers 30582, 30684-1, 30684-2, 30684-3, and 30684, generally located south of Avenue 48, north of Avenue 49, east of Jackson Street, and west of Calhoun Street.

The improvements include 8 storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The

landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The pump is complete with force main, electric supply and other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 17 – Rancho Las Flores**

The District includes all parcels within tract number 30498-1, generally located north of Avenue 49 and west of Frederick Street.

The improvements include one storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The pump is complete with force main, electric supply and other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 18 – Bella Canto**

The District includes all parcels within tract number 30728, generally located at the northeast corner of Avenue 50 and Calhoun Street.

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

# ITEM 10.c.

## **District No. 19 – Paseo De Las Palmas**

The District includes all parcels within tract number 30354-1 and 30354, generally located north of Avenue 50 and west of Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 20 – Posada Del Valle**

The District includes all parcels within tract numbers 30621-1 and 30621, generally located west of Van Buren Street and south of Avenue 49.

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 21 – Loma Vista II**

The District includes all parcels within tract number 22110, generally located northeast corner of Avenue 51 at Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and

necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 22 – Rancho De La Fe**

The District includes all parcels within tract number 30889, generally located south of Avenue 53 at Shady Lane.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 23 – La Colonia I**

The District includes all parcels within tract number 30871, generally located southwest corner of Avenue 50 and Calhoun Street.

The improvements consist of two storm drainage retention basins, one open space lot, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 24 – La Paloma Estates**

The District includes all parcels within tract numbers 30910, 30910-1, & 30910-2, generally located east of Calhoun Street, between Avenue 48 and Avenue 49.

# ITEM 10.c.

The improvements consist of four storm drainage retention basins, one open space lot, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 25 – Las Plumas**

The District includes all parcels within tract number 31376, generally located west side of Calhoun Street between Avenue 49 and Avenue 50.

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District 26 – La Colonia II (Tract Map Recorded, Not Developed) - Dissolved June 2013**

The District proposed improvements area located within tract numbers 32074-1, 3085-2, and 32074, generally located southeast corner of Calhoun Street and Avenue 50.

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes,

drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 27 – Rancho Mariposa**

The District includes all parcels within tract number 30831, generally located northwest corner Avenue 50 and Frederick Street.

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 28 – La Morada**

The District includes all parcels within tract number 30830, generally located northwest corner of Avenue 50 and Van Buren Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 29 – Somerset**

The District includes all parcels within tract numbers 31664-1, 31664-2, 31664-3, and 31664, generally located northwest corner Avenue 54 and Frederick Street.

# ITEM 10.c.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District No. 30 – Sundate 1**

The District includes all parcels within tract number 31508, generally located southwest corner Avenue 52 and Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District 31 – Los Jardines**

The District includes all parcels within tract numbers 31533, 31533-1, generally located northwest corner Avenue 53 and Tyler Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.



## **District 32 – Aventine**

The District includes all parcels within tract numbers 31551-1 and 31551, generally located northwest corner of Avenue 51 and Van Buren Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District 33 – Vista Escondida**

The District includes all parcels within tract number 32264, generally located on the north side of Avenue 53 and east of Shady Lane.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District 34 – Tierra Bonita**

The District includes all parcels within tract number 31158, generally located on the northeast side of Avenue 53 and Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply,

# ITEM 10.c.

water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District 35 – Bellisima**

The District includes all parcels within tract number 30978, generally located on the southeast corner of Avenue 53 and Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District 36 – Valencia**

The District includes all parcels within tract number 31698, generally located on the southeast corner of Avenue 50 and Van Buren Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District 37 – Volk (Tract Map Not Recorded, Not Developed)**

The District includes all parcels within tract number 31550, generally located on the east side of Van Buren and north of Avenue 54.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **District 38 – Rancho Cielo**

The District includes all parcels within tract number 31714, generally located on the south of Avenue 52 and west of Grapefruit Boulevard.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **IV. Changes to the District**

Modification to the District, if any, could include, but are not limited to: changes or expansion in the existing improvements or services provided; addition of new services; addition of new Districts; restructuring of the current District; annexation of parcels into the Districts; or revisions in the method of apportionment.

# ITEM 10.c.

Modifications have been made or planned to be made to several of the Districts for Fiscal Year 2012/2013 in compliance with the requirements established for assessment as a result of Proposition 218 (Articles XIIIIC and XIIID of the California Constitution).

**It is noted that all wall maintenance/improvements is limited to graffiti removal, if budget is available.**

## V. District Budget

### A. Description of Budget Items

The following describes the services and costs that are funded through the District, shown in the District Budget Table in appendix B of this section.

#### Direct Costs

*Landscape Maintenance / Professional Services / Storm Drain Maintenance / Backflow Maintenance / Tree Service (contract)* – Includes all contracted labor, material, and equipment required to properly maintain the landscaping, irrigation systems, drainage systems, water features, and lighting systems within the District. Could also provide services specific to the levy administration and any additional administrative, legal or engineering services specific to the District, and may include the cost to prepare and mail notices, ballots, printing, and reproduction costs.

*Materials and Supplies* – Includes all materials necessary to maintain and ensure the proper operating condition of all landscape lighting, drainage, and irrigation systems, lighting systems and appurtenant facilities that are not included as part of the landscape maintenance contract.

*Utilities Electricity* – The furnishing of electricity required for the operation and maintenance of landscaping facilities and street lighting.

*Utilities Water* – The furnishing of electricity required for the operation and maintenance of landscaping facilities.

*Ancillary Services / Improvements / Replacement* – This includes all labor, material, and equipment required to properly maintain the landscaping, irrigation systems, drainage systems, water features, and lighting systems for areas within the District that are not presently included in the landscape maintenance contracts. These costs may include, but are not limited to, expansion of the improvements since approval of the last maintenance contract; specialized maintenance

services such as pest control or use of special equipment for tree trimming; and planned upgrades of the improvements.

*Repair/Vandalism/Replacement/Improvements/Miscellaneous Expenses* – This is a fund for additional costs of repairs that are unforeseen and not normally included in the yearly maintenance cost. This may include repair of damaged amenities due to vandalism, storms, and/or frost; planned upgrades of the improvement that provide a direct benefit to the District, could be included in renovation costs; upgrades or replacement of plant materials and/or renovation of irrigation or lighting systems.

*County Administration Fee* – This is the actual cost to the District for the County to collect District assessments on the property tax bills. This charge is based on a flat rate per parcel/fund number.

*City Administrative Services Fee* – This fee includes personnel/overhead for support provided by particular departments and staff of the City in the coordination for District service, operation, and maintenance, responding to public concerns and education, and levy collection.

## **Levy Breakdown**

*Total Direct and Administration Costs (Systems Management)* – This amount represents the sum total of all Direct Costs and Administration Costs.

*Collection for Operating Reserves* – The reserve collection reflects funds being added or deleted from the reserve account for the current fiscal year. The reserve account provides for collection by the District of funds to operate the District from the time period of July 1 (beginning of the fiscal year) through December or when the County provides the City with the first installment of assessments collected on the property tax bills. The reserve account eliminates the need for the City to transfer funds from Non-District accounts to pay for District charges during the first six (6) months (or when the first installment received) of the fiscal year.

*Collection for Capital Improvements* – This item represents funds collected by the District to pay for planned expansions or improvements within the District. This item allows the District to collect a portion of the total cost of a major improvement or service over several years thus reducing the short-term financial impact to the property owners.

*Beginning Balance Deficit* – The beginning balance for the District represents the actual expenditures for the improvements in the prior fiscal year, versus the amount budgeted and collected for the year. When the actual costs and expenditures for the District were greater than

# ITEM 10.c.

the amount budgeted and collected, the District has a beginning balance deficit. A deficit may be the result of unforeseen and extraordinary costs incurred, or assessments actually collected were less than anticipated. When a deficit occurs, the deficit amount may be added to the amount to be collected through the levy for the current fiscal year.

*Beginning Balance Surplus* – The beginning balance for the District is actual expenditures for the improvements in the prior fiscal year versus the amount budgeted and collected for the year. When the actual costs and expenditures for the District were less than the amount budgeted and collected, the District has a beginning balance surplus. When a surplus occurs, the amount may be used to reduce assessments or add to the District reserves for future improvements.

*Contributions and Other Revenue Sources* – This is the amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments, and may be from either Non-District, or District sources, including City General Fund contributions or interest earnings.

*Balance to Levy* – This is the total amount that may be levied against the parcels within the District for the current fiscal year. The balance to levy represents the levy collection sub-total, less the levy reduction sub-total. This dollar amount represents the funds that may be collected for the current fiscal year from the property owners through assessments.

## **District Statistics**

*Total Parcels Levied* – This is the total number of parcels within the District that will be assessed for the current fiscal year. Non-assessable lots or parcels may include government owned land, public utility owned property, land principally encumbered by public right-of-ways or easements, common areas, and/or parcels within the boundaries of the District that currently do not benefit from the improvements due possibly to development restrictions.

*Levy per Parcel* – The result of dividing the total balance to levy by the total equivalent dwelling units.

*Maximum Levy per Parcel* – This amount reflects the maximum assessment per Parcel currently approved or applicable, pursuant to existing law. This amount includes the annual adjustment of the prior year's maximum assessment according to the approved assessment range formula.

## **Reserve Information**

*Previous Operating Reserve Balance* – The previous reserve balance shows those funds that have been previously collected and are held in the reserve account at the end of the previous fiscal year, and the beginning of the current fiscal year.

*Ending Reserve Balance* – The ending reserve balance shows those funds that are anticipated to be in the reserve account at the end of the current fiscal year. This amount reflects the previous operating reserve balance plus the collection of operating reserves for the current fiscal year. (The collection of operating reserves is a positive amount, if additional reserves are being collected, and a negative amount, if reserve funds are being used to reduce assessments).

*Previous Capital Improvement Balance (Planned Upgrade Reserve)* – The capital improvement balance shows those funds that have been previously collected and are held in the capital improvement account at the end of the previous fiscal year and the beginning of the current fiscal year (can be moved into extra work for upgrades).

*Ending Capital Improvement Balance (Planned Upgrade Reserve)* – The ending capital improvement balance shows those funds that are anticipated to be in the improvement fund at the end of the current fiscal year. This amount reflects the previous operating reserve balance plus the collection or expenditures of capital improvements funds (can be moved into extra work for upgrades).

*Total Available Fund Balance* – The total available fund balance shows the total funds that are anticipated to be in the District account at the end of the current fiscal year. This amount represents the combination of the capital improvement funds and reserve funds available.

## **Appendix A – District Boundary Maps**

The Boundary Maps for each of the thirty eight (38) Districts are attached hereto.

# ITEM 10.c.

## **Appendix B – 2019/2020 Collection Roll**

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Riverside County Assessor's map for the year in which this report is prepared.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways, including public greenbelts and parkways; utility right-of-ways; common areas (such as in condominium complexes); landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed; and park properties and other publicly owned, government-owned, public utility-owned properties that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

The land use classification for each parcel has been based on the Riverside County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, have been prepared by the City, and by reference is made part of this report.

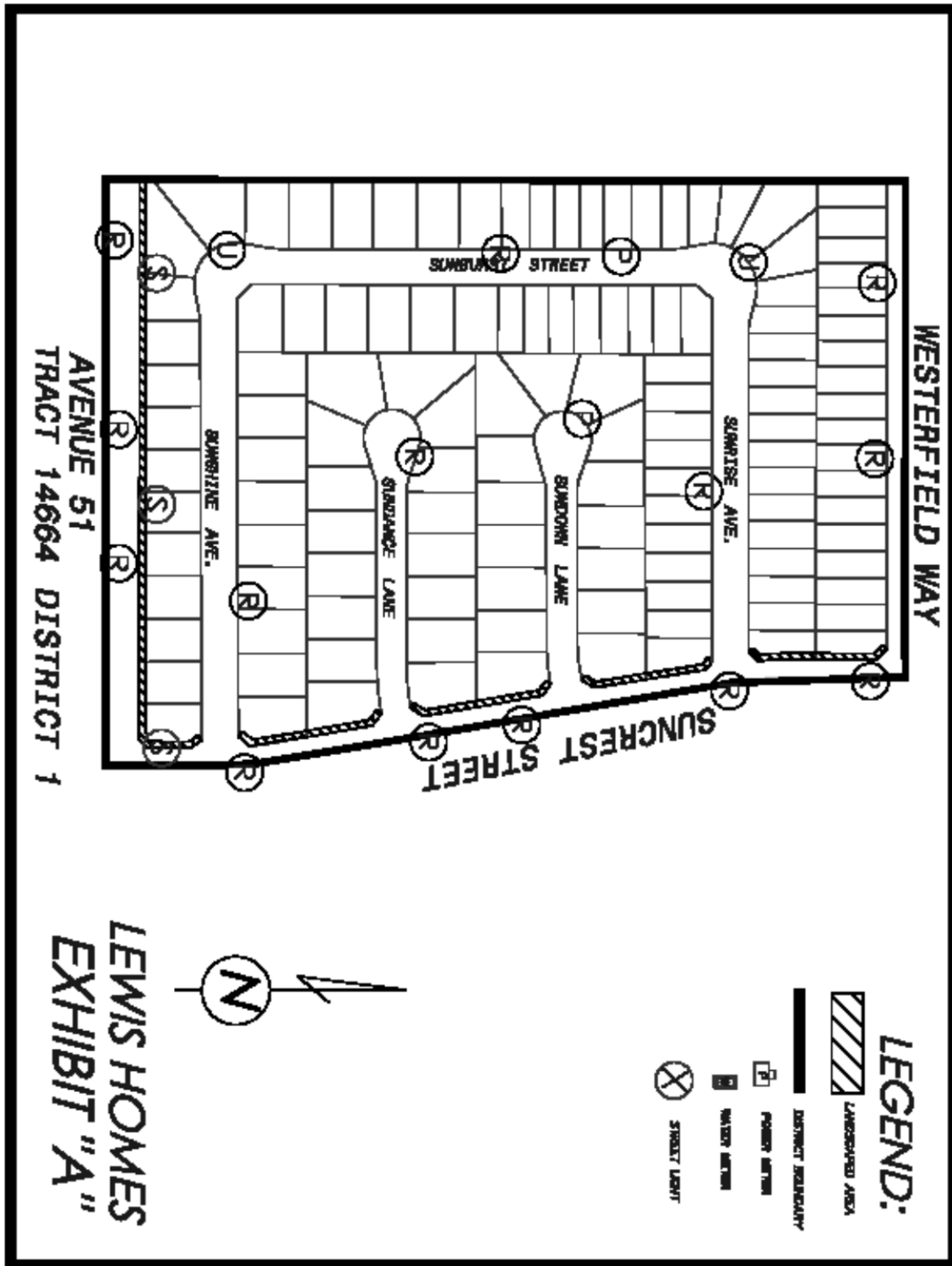
At the conclusion of the public hearing on the proposed assessment, the returned property owner assessment ballots will be tabulated for any District so balloted, and the City Council will declare the result of that balloting. Based on balloting results (if any), the City Council may amend this Report or Approve the Report as submitted. Approval of the Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel, and thereby constitutes the approved levy and collection of assessments for Fiscal Year 2019/2020 . Said listing of parcels to be assessed shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2019/2020 .

If any parcel submitted for collection is identified by County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel number(s) will be identified and resubmitted to the County Auditor/Controller or mailed directly to the parcel/property owner. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

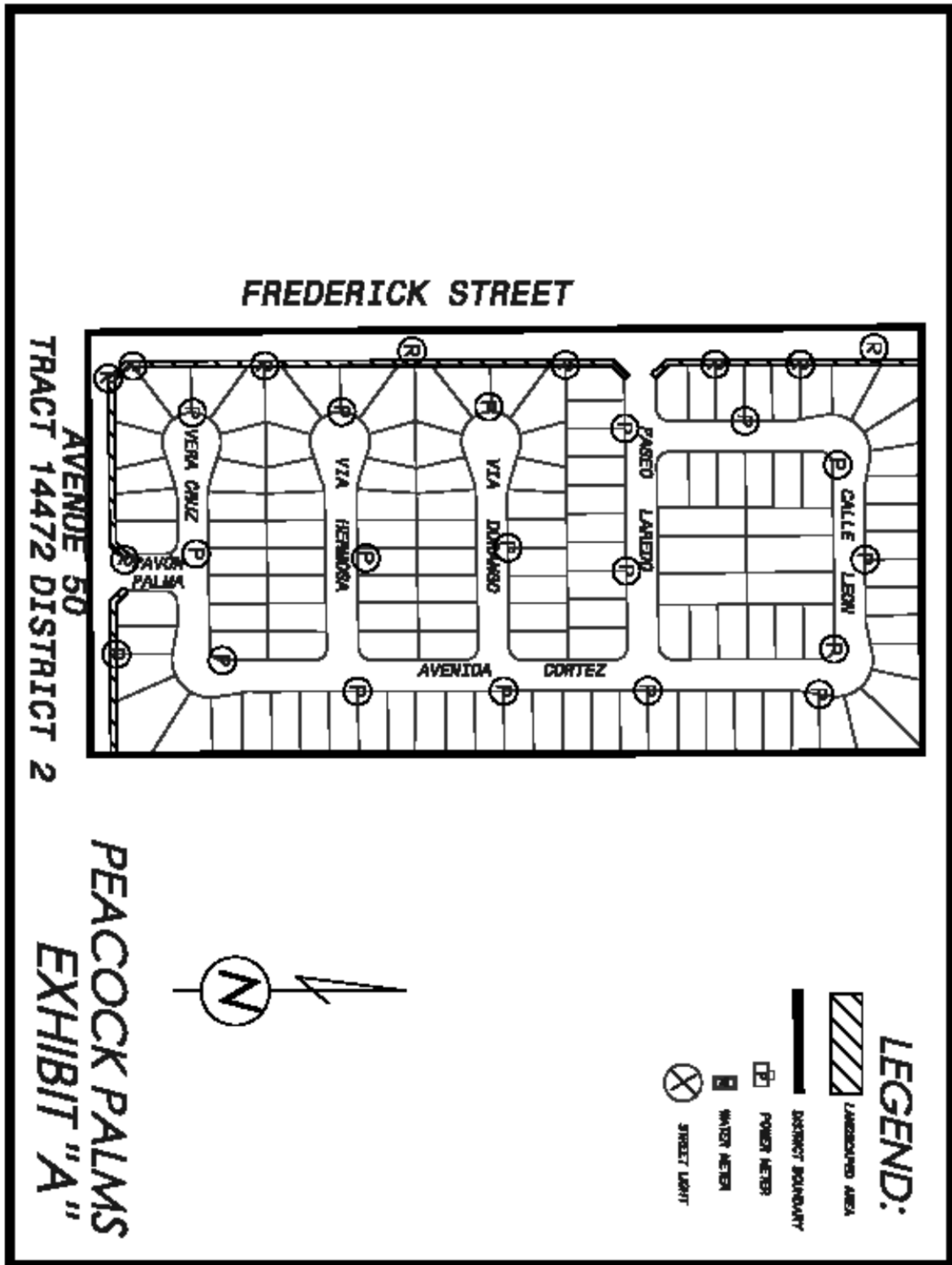


# ITEM 10.c.

Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

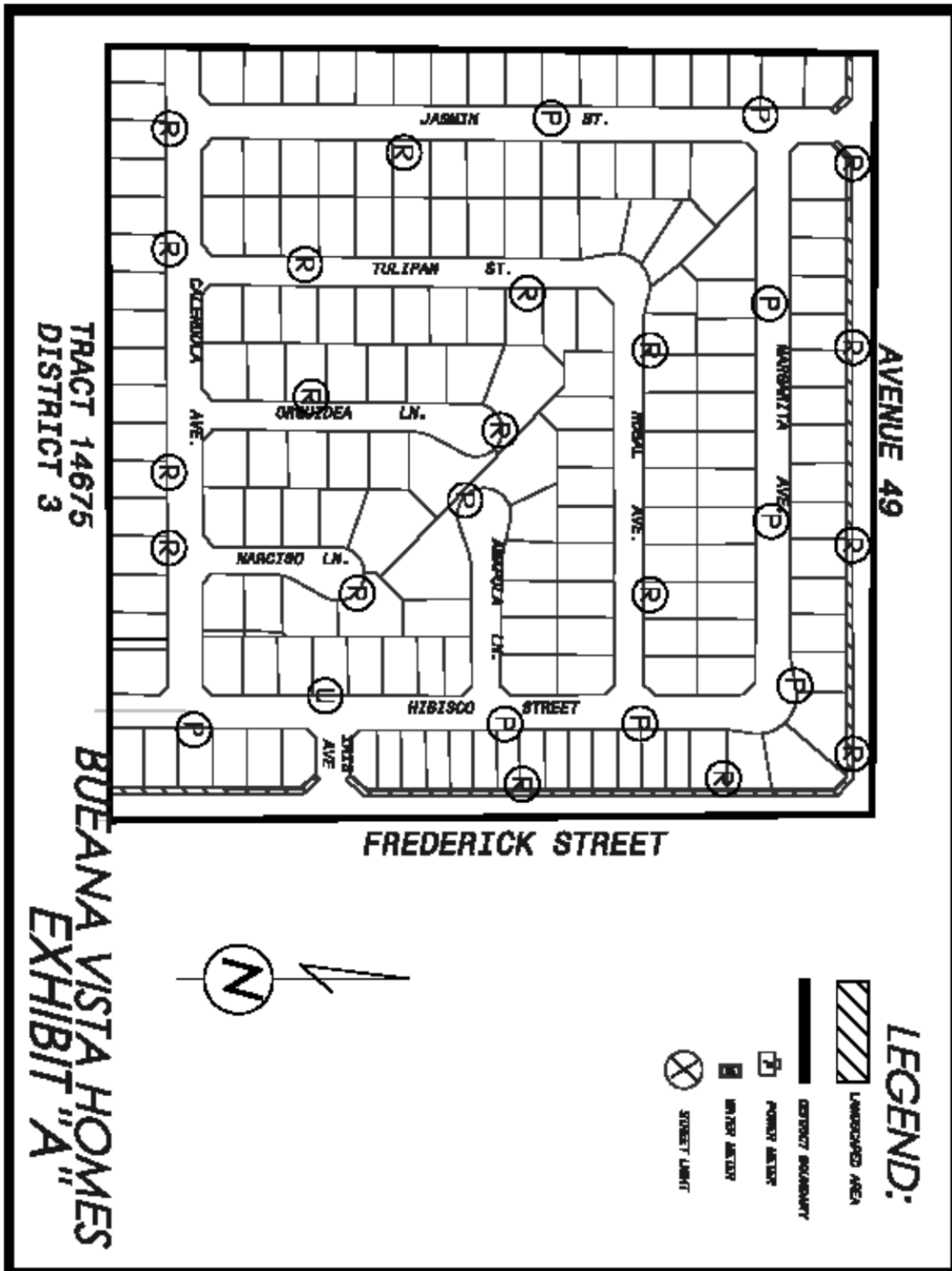


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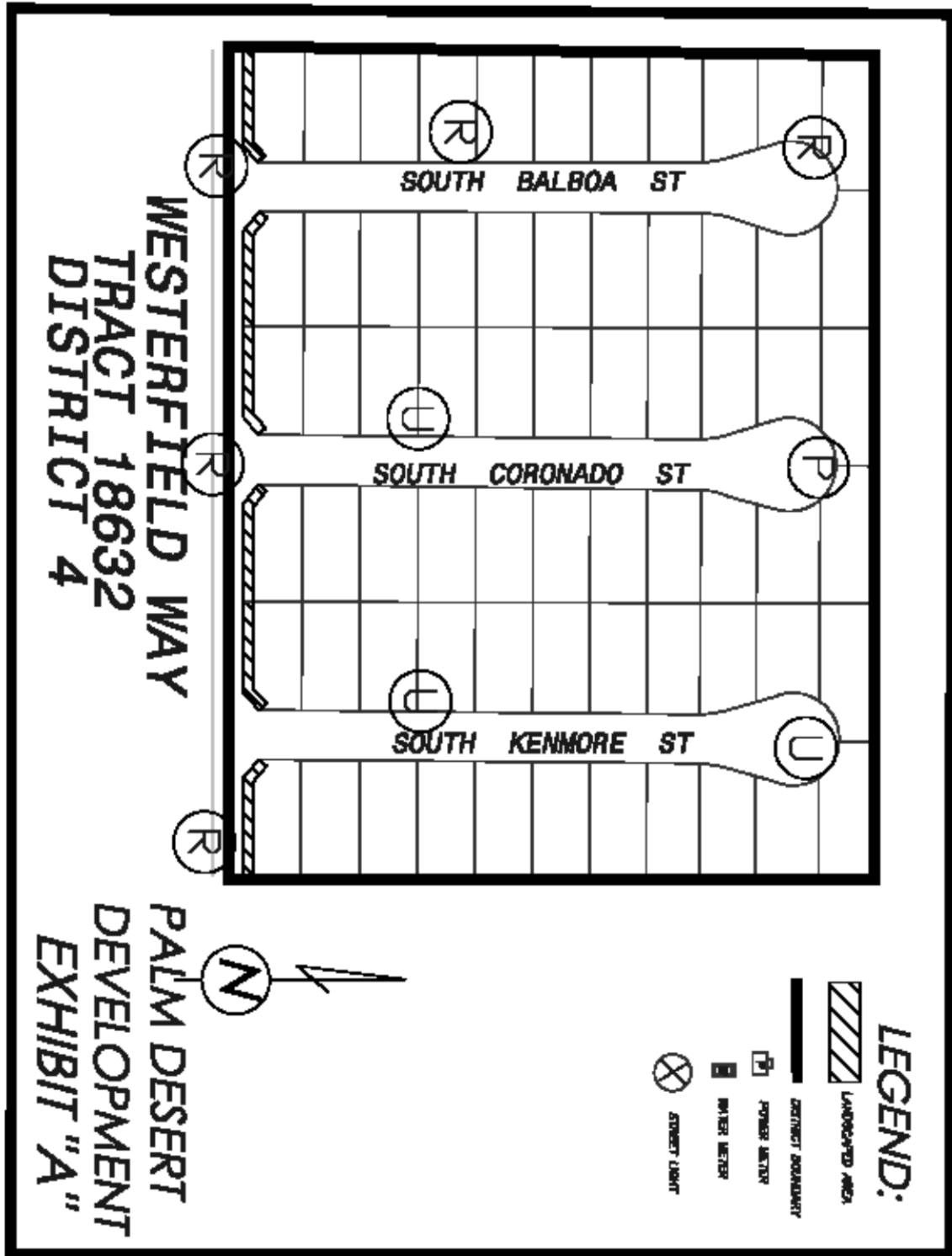


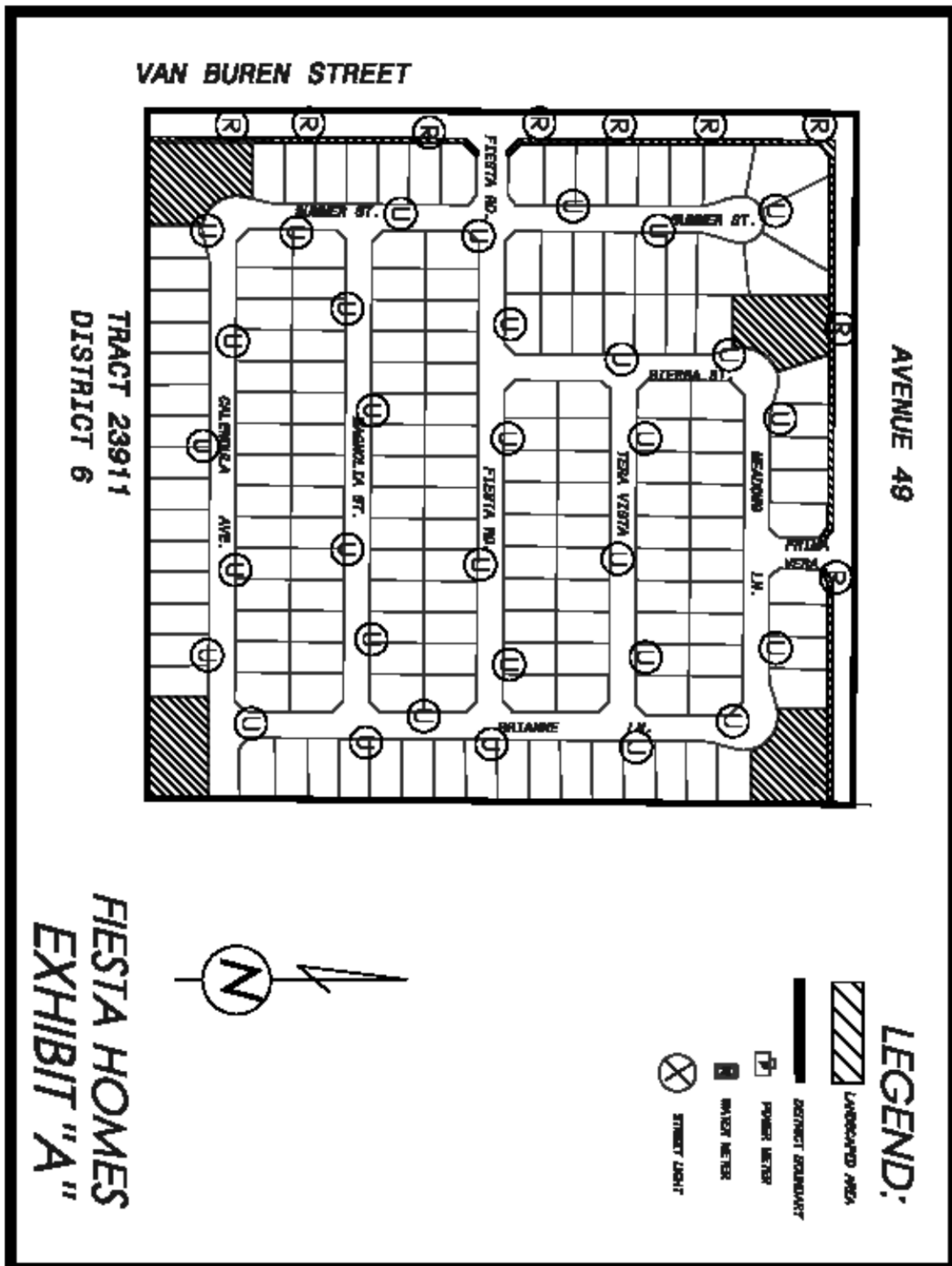
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Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

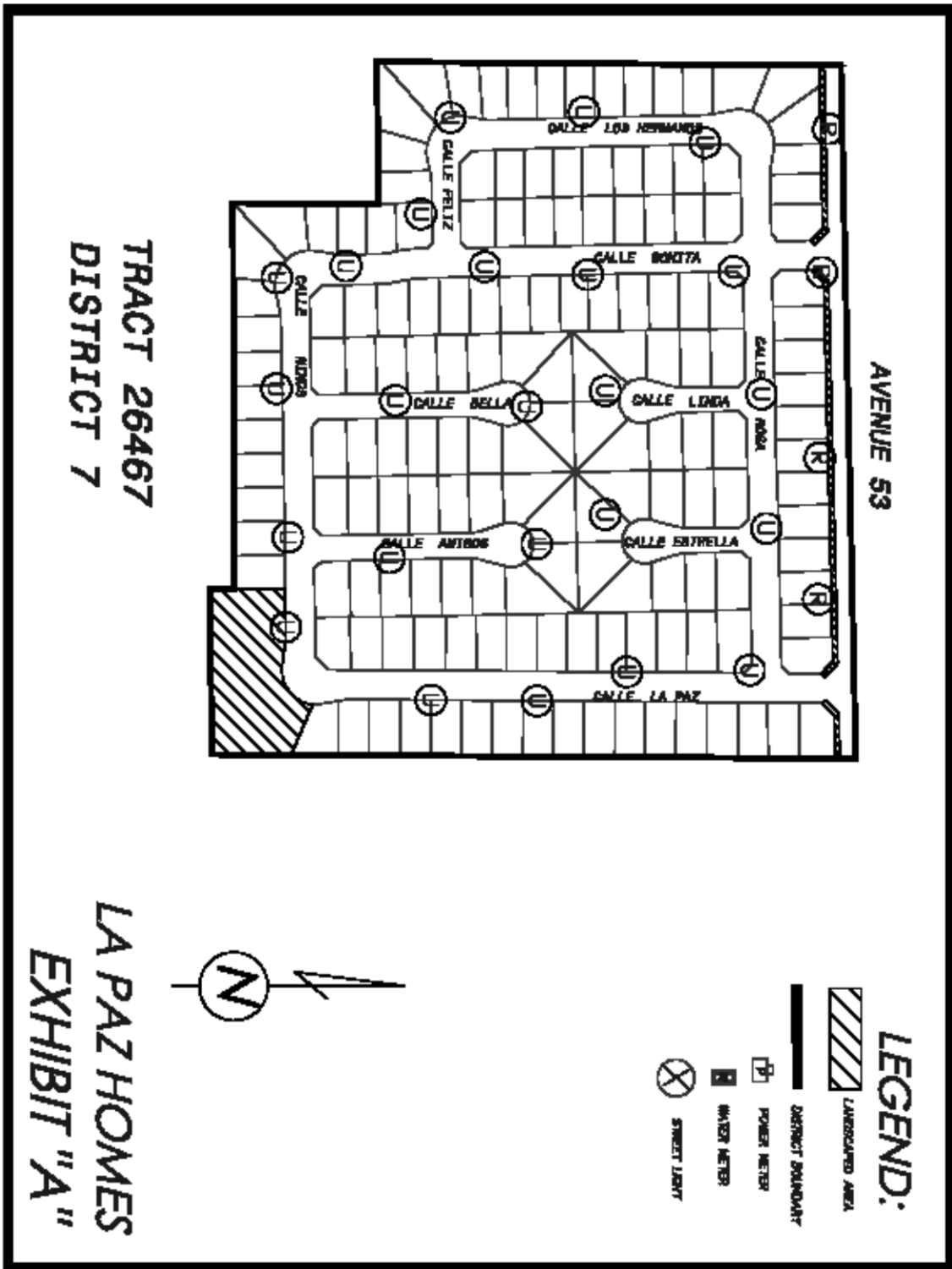


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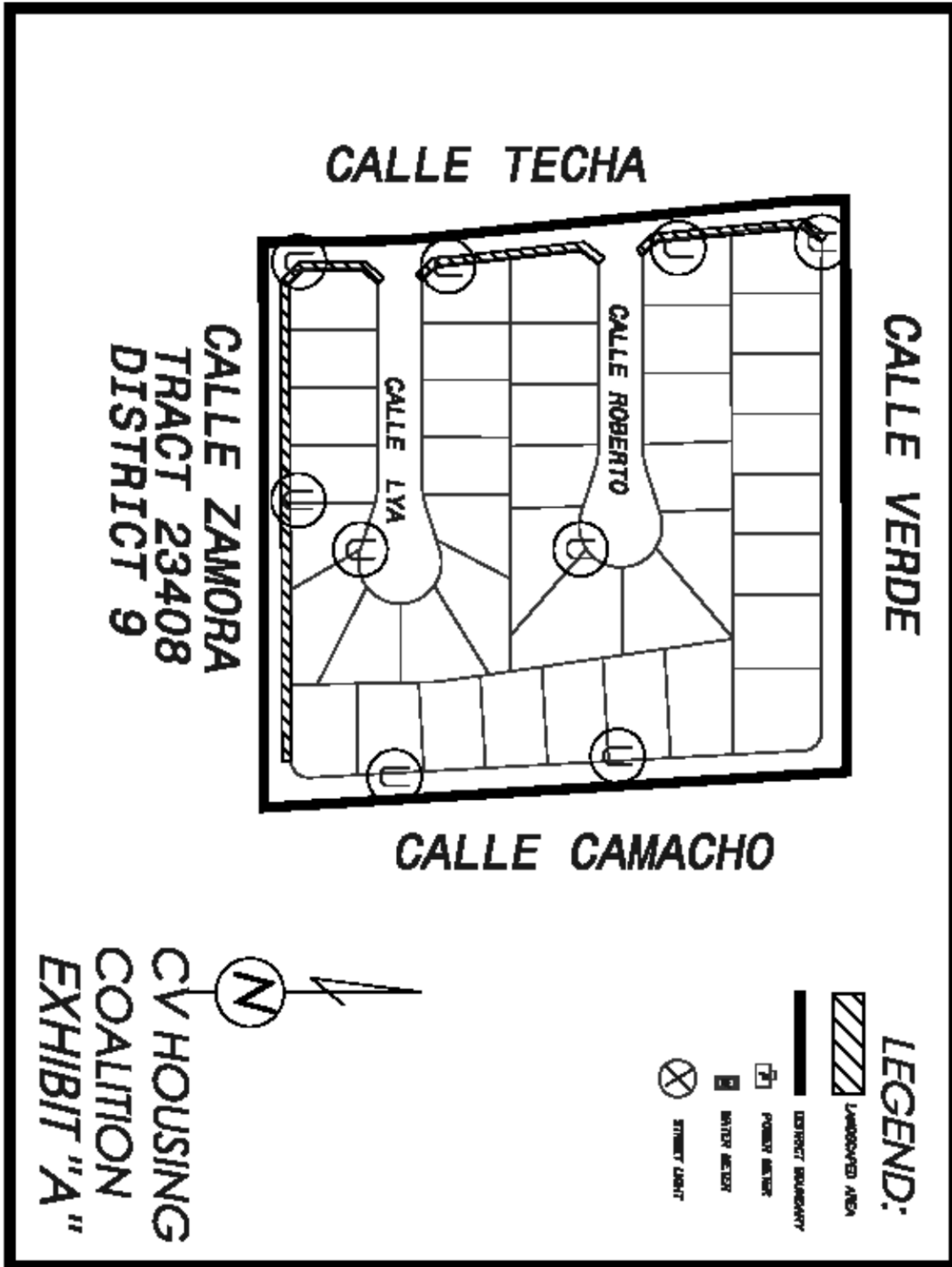


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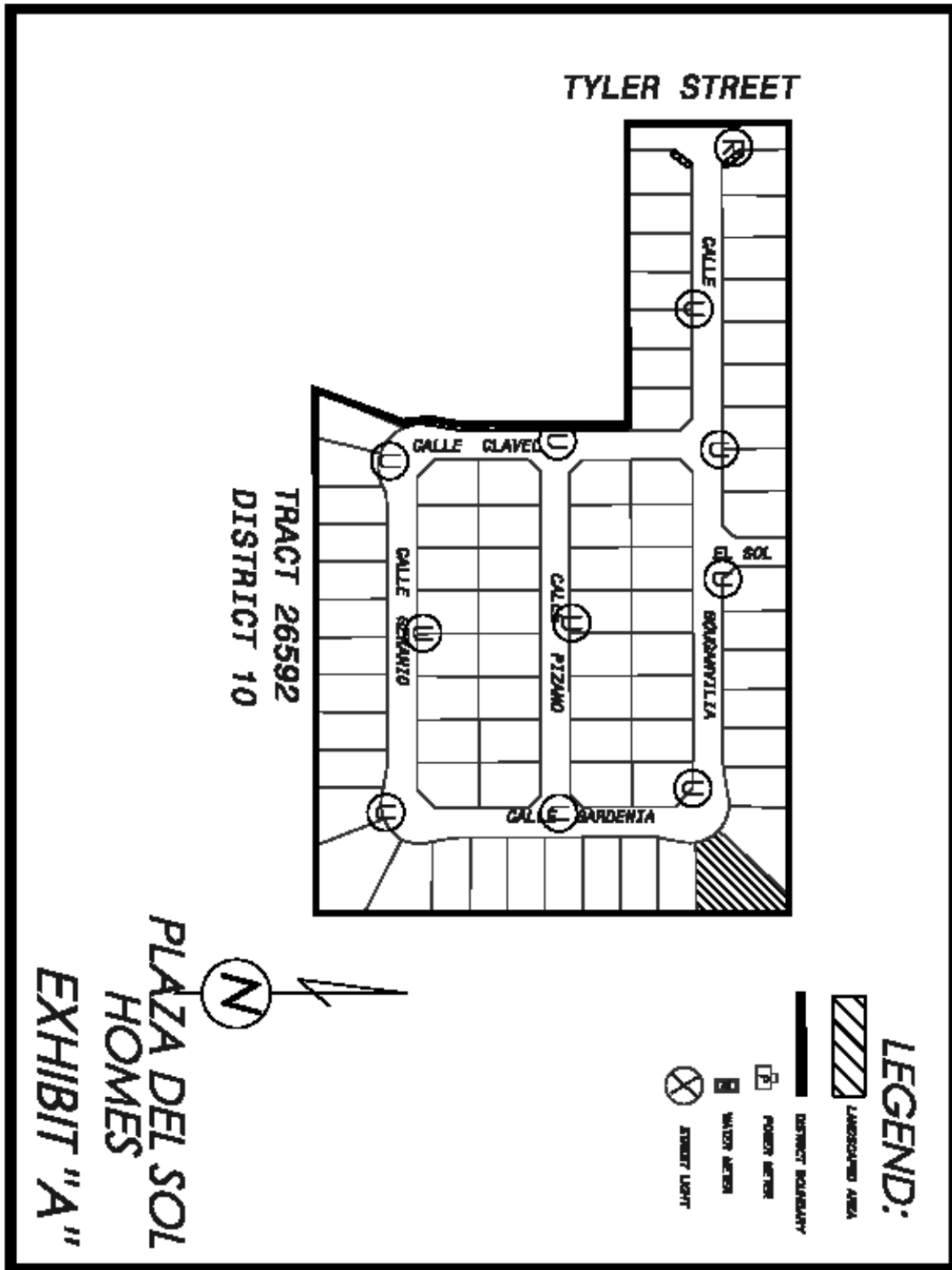
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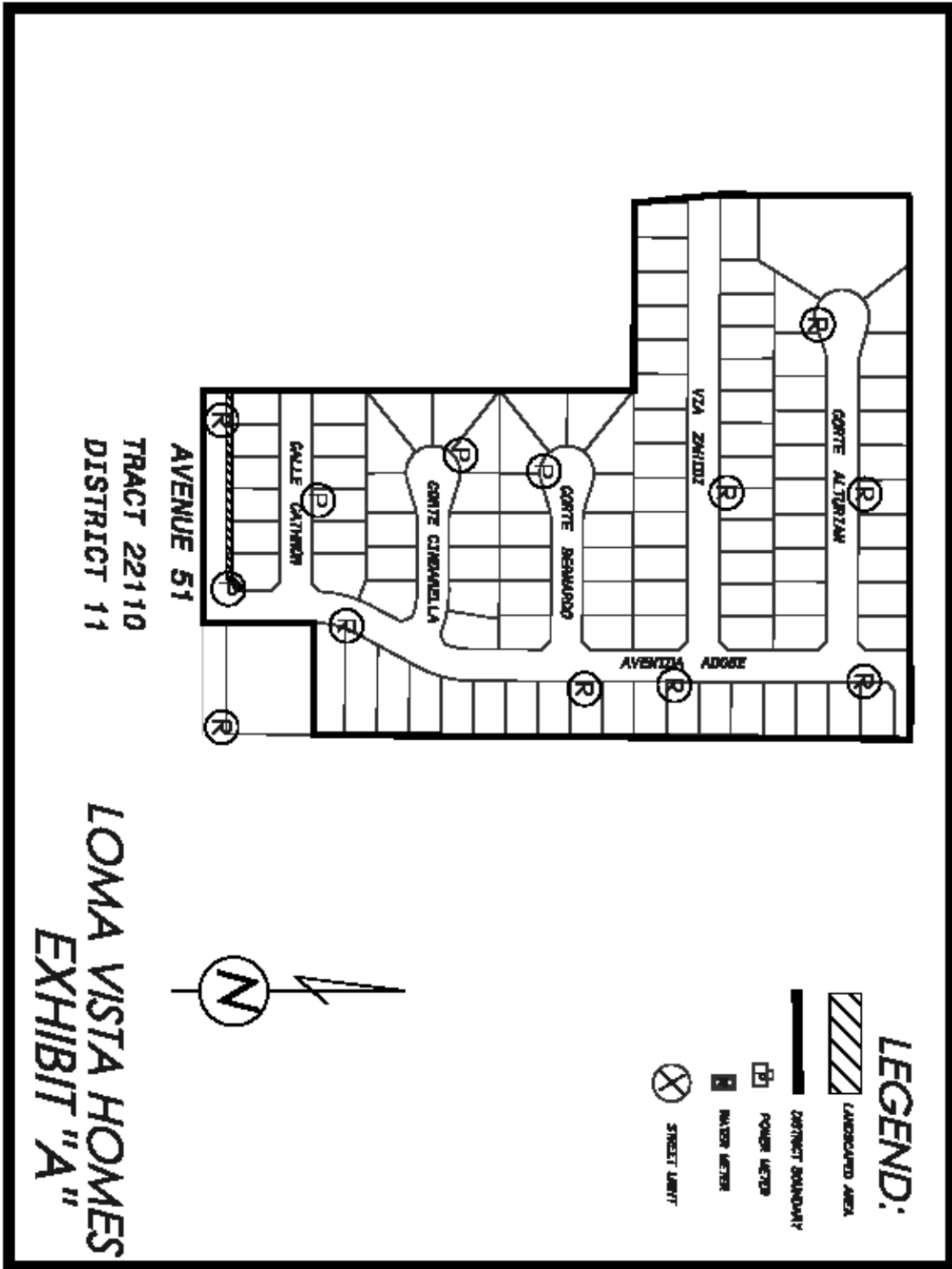


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Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

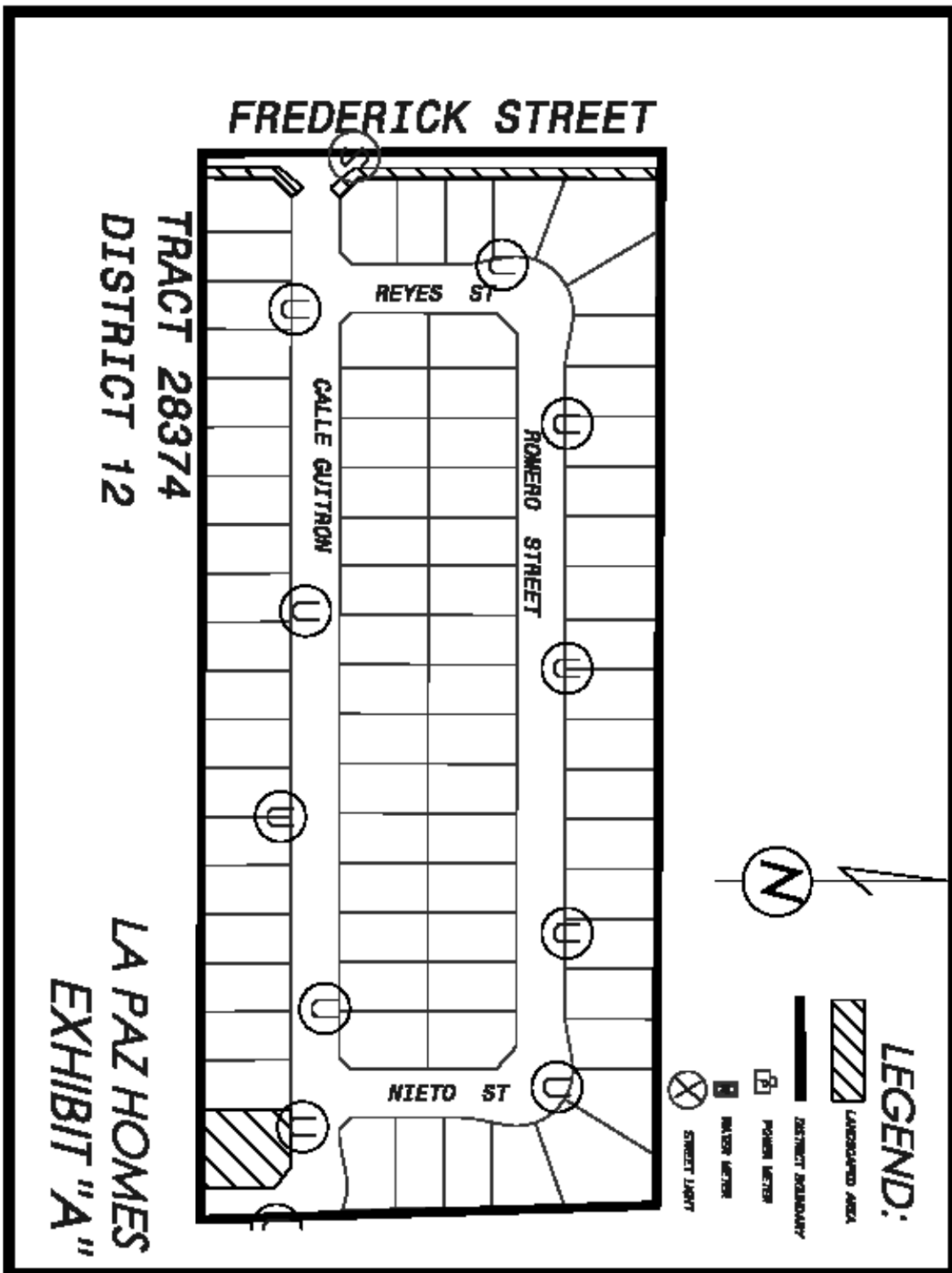


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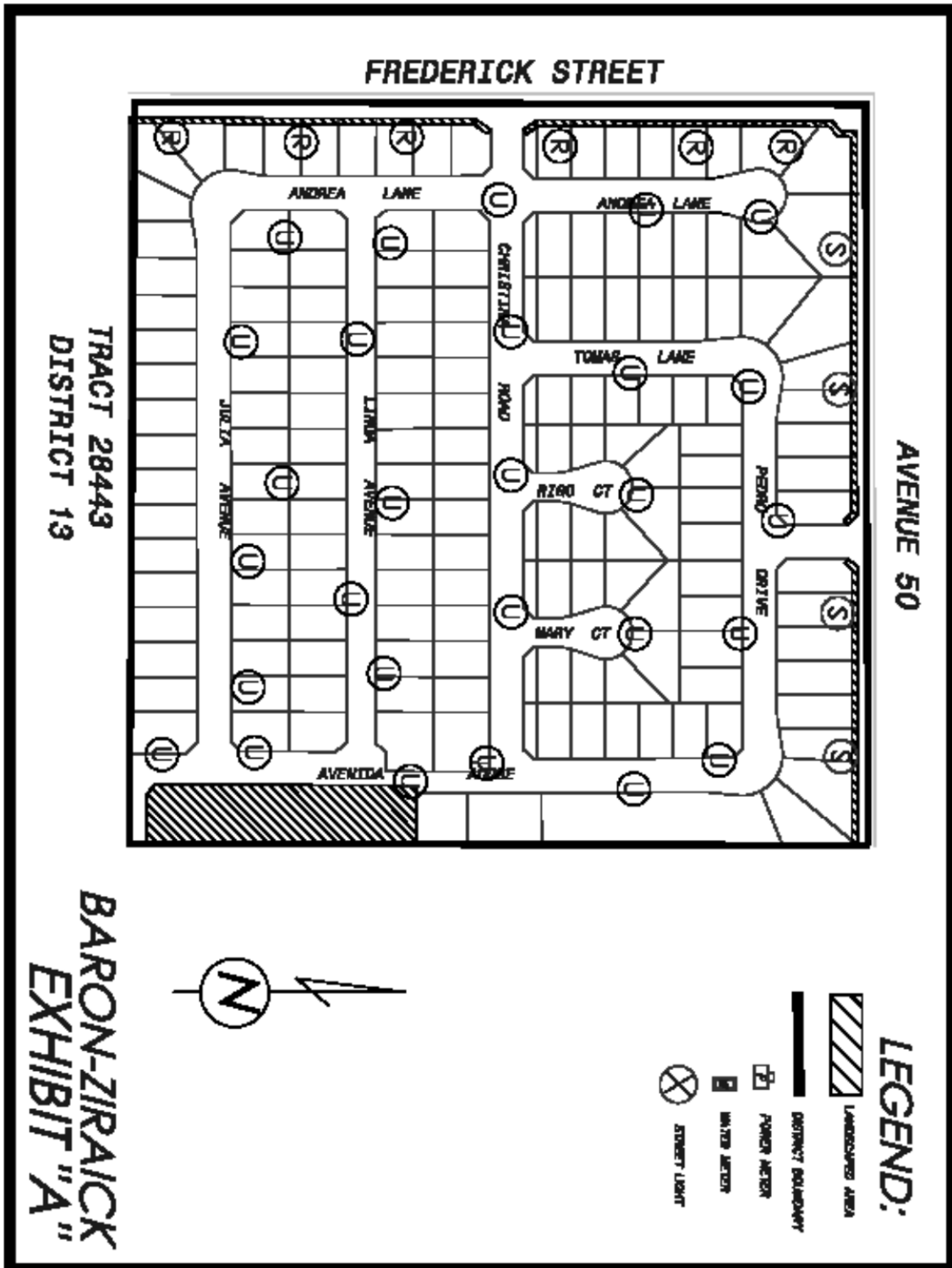
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Engineer's Annual Levy Report Fiscal year 2019/2020  
Landscaping and Lighting Maintenance Assessment Districts



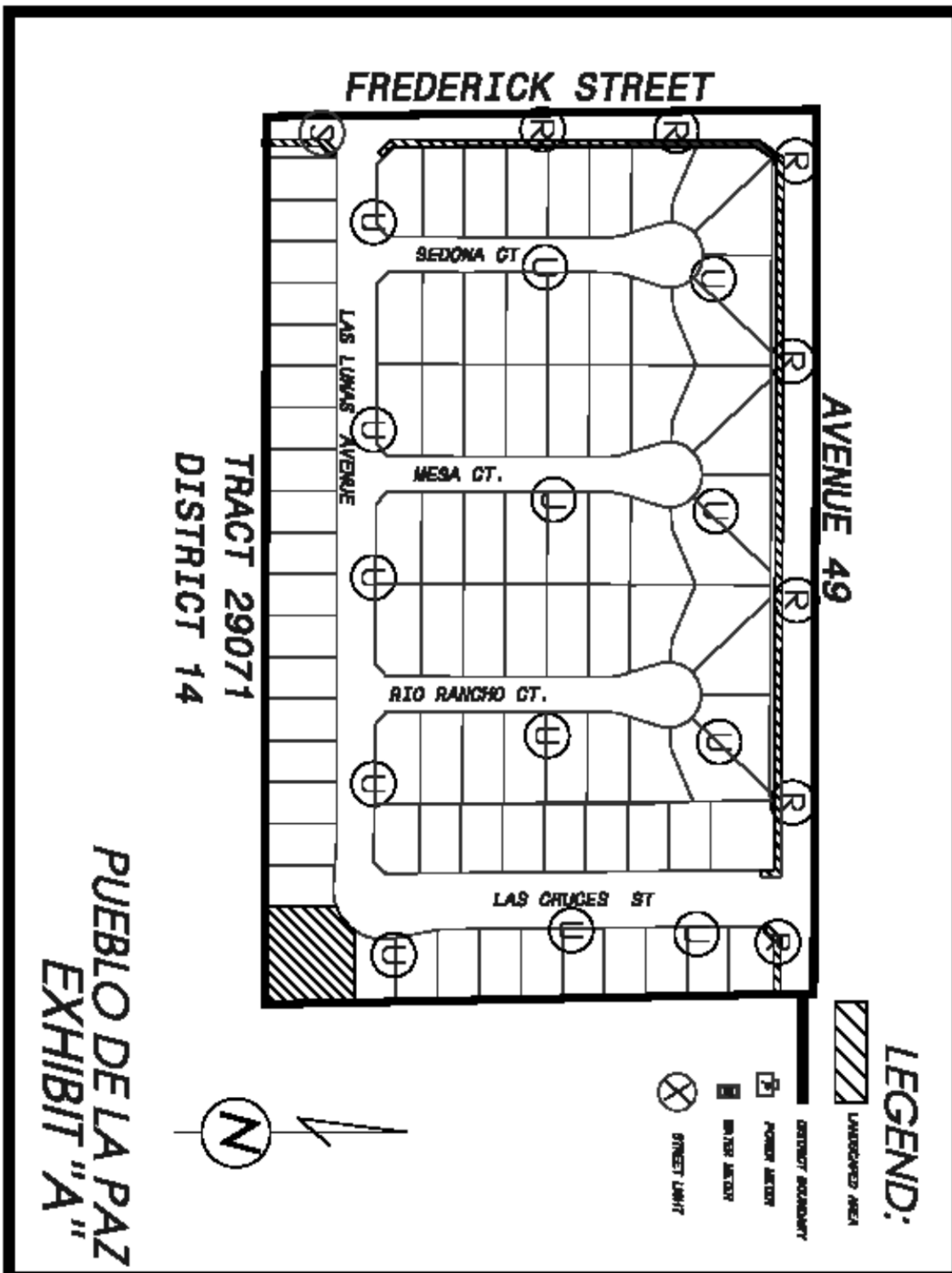
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City of Coachella  
 Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

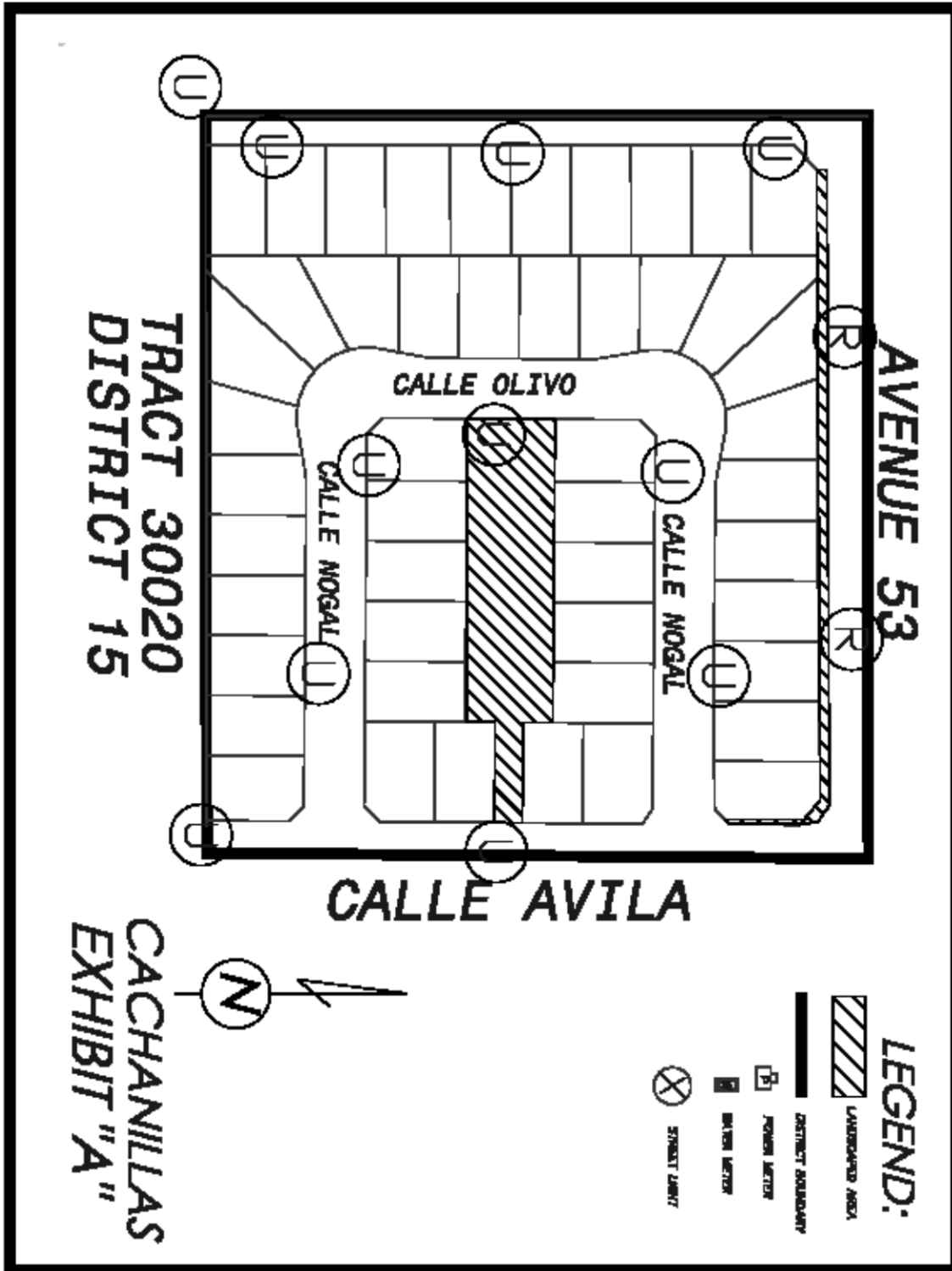


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Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

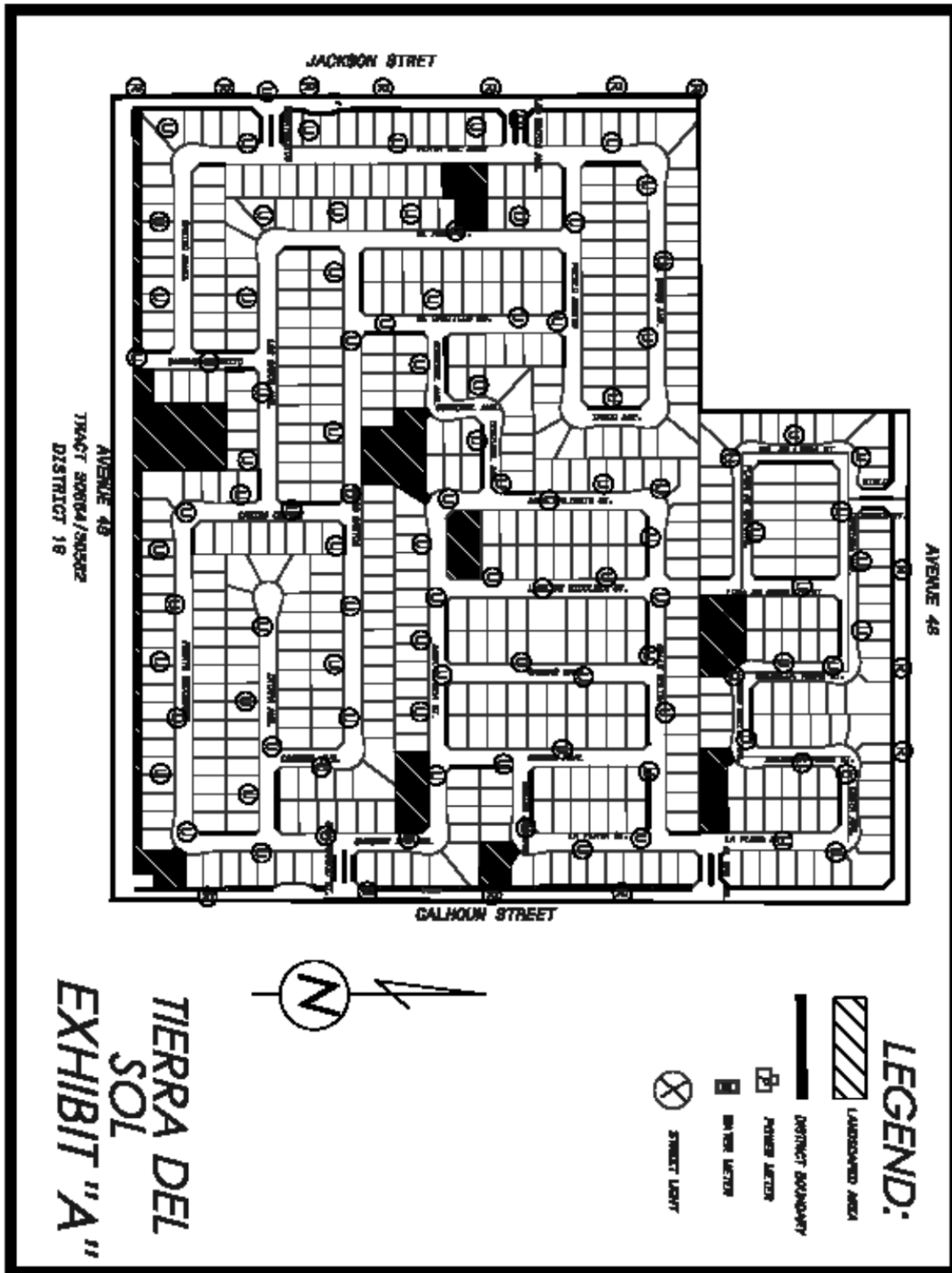


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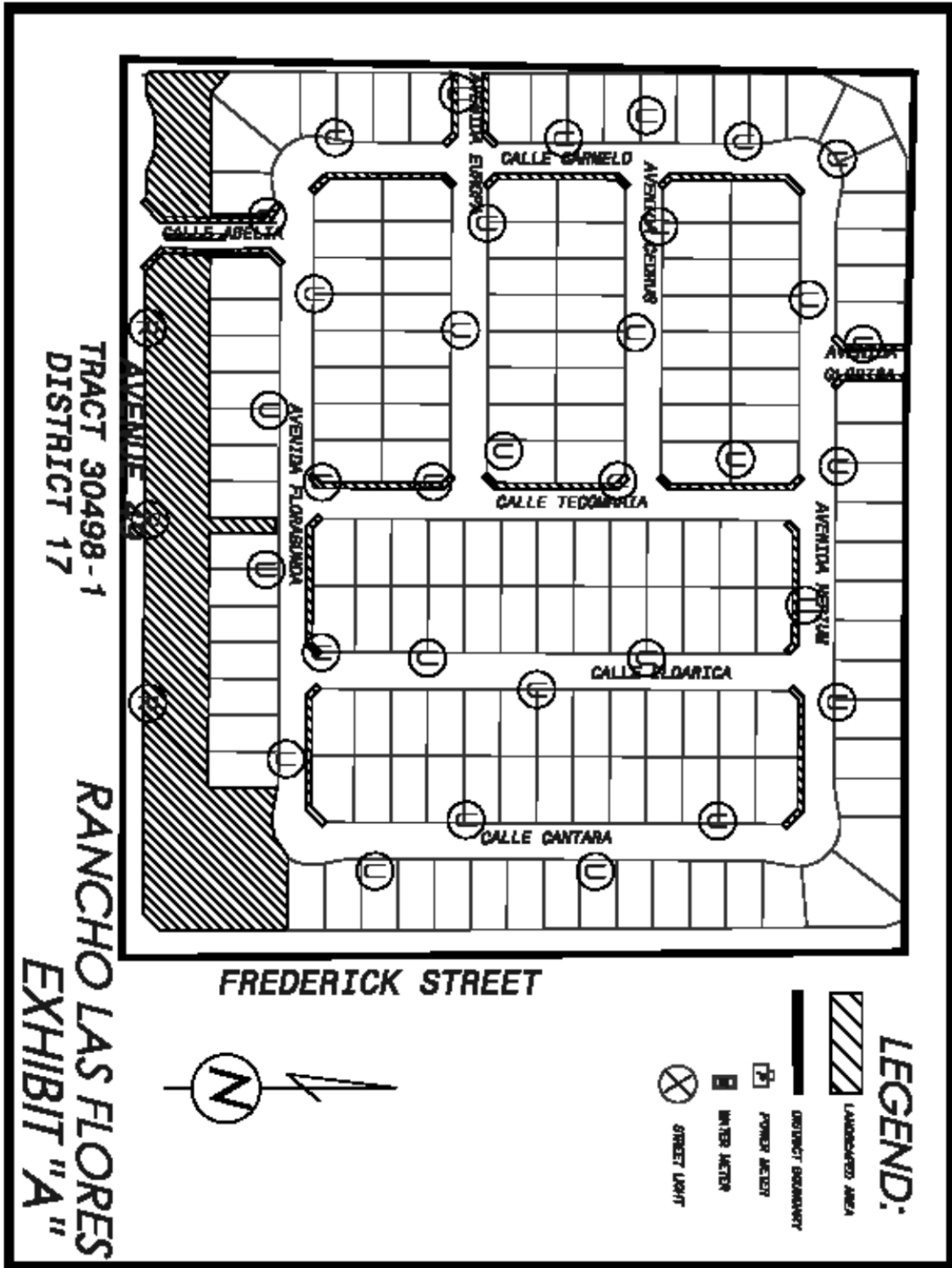
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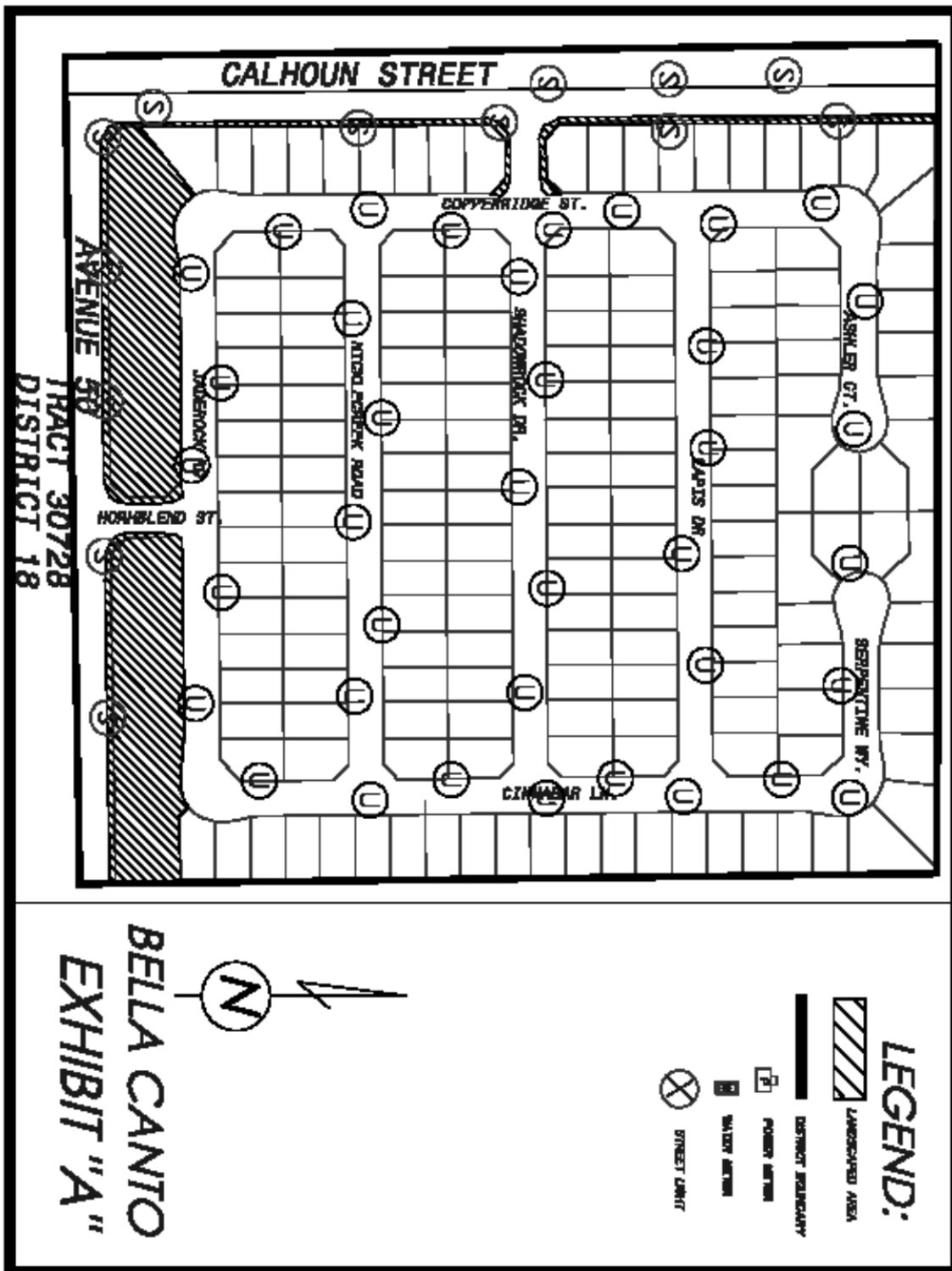
City of Coachella  
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 Landscaping and Lighting Maintenance Assessment Districts



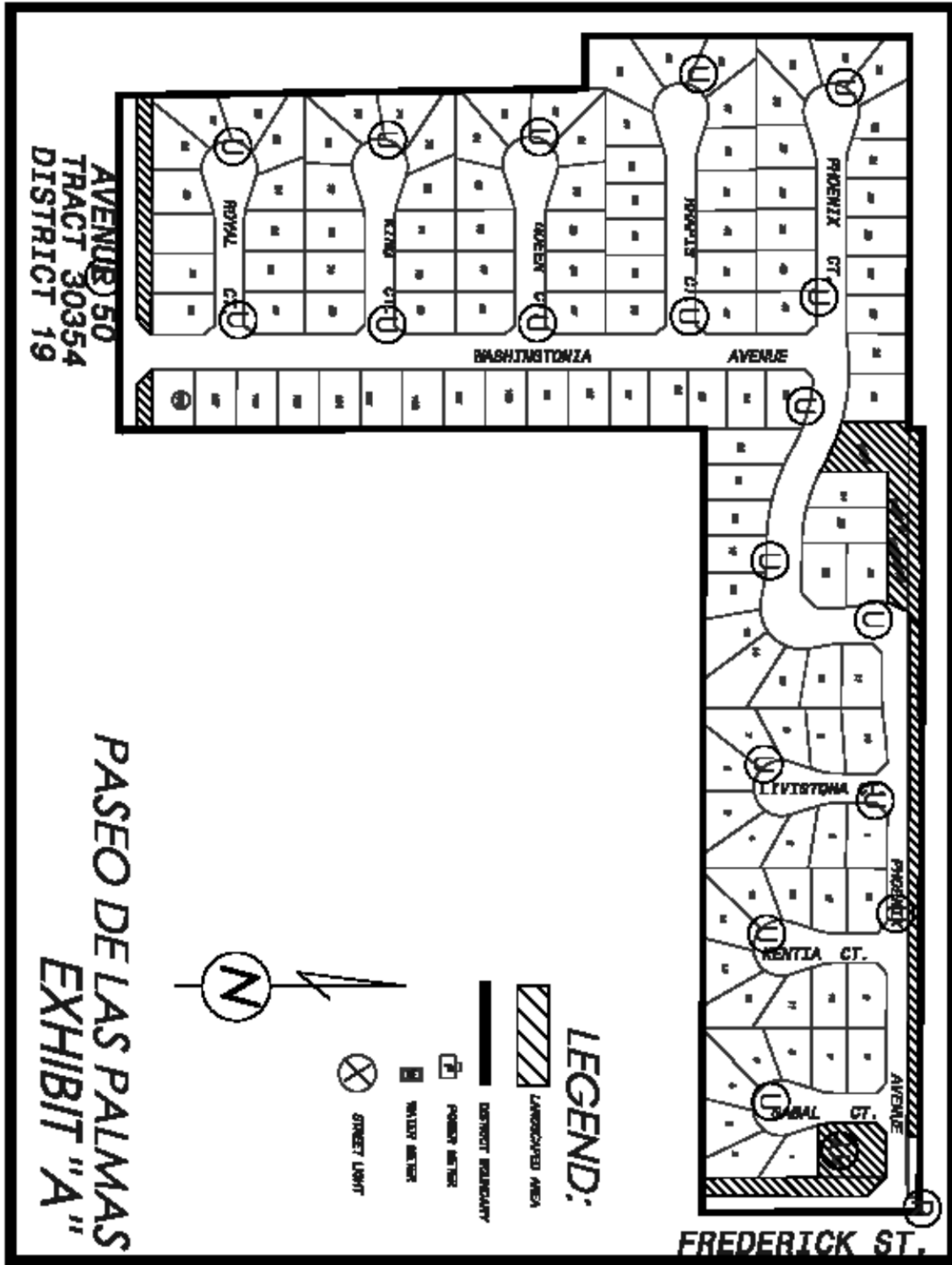


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Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

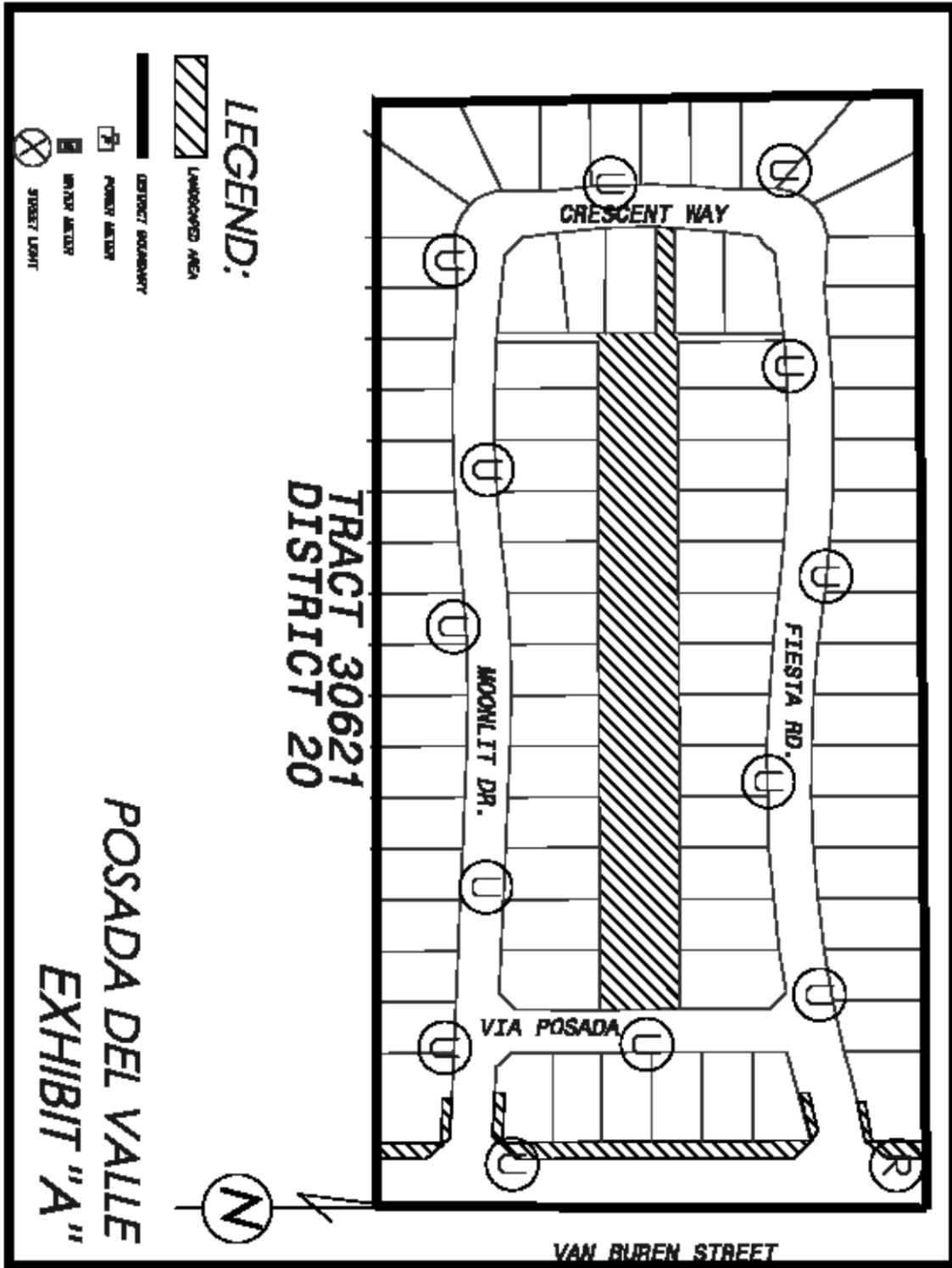


# ITEM 10.c.



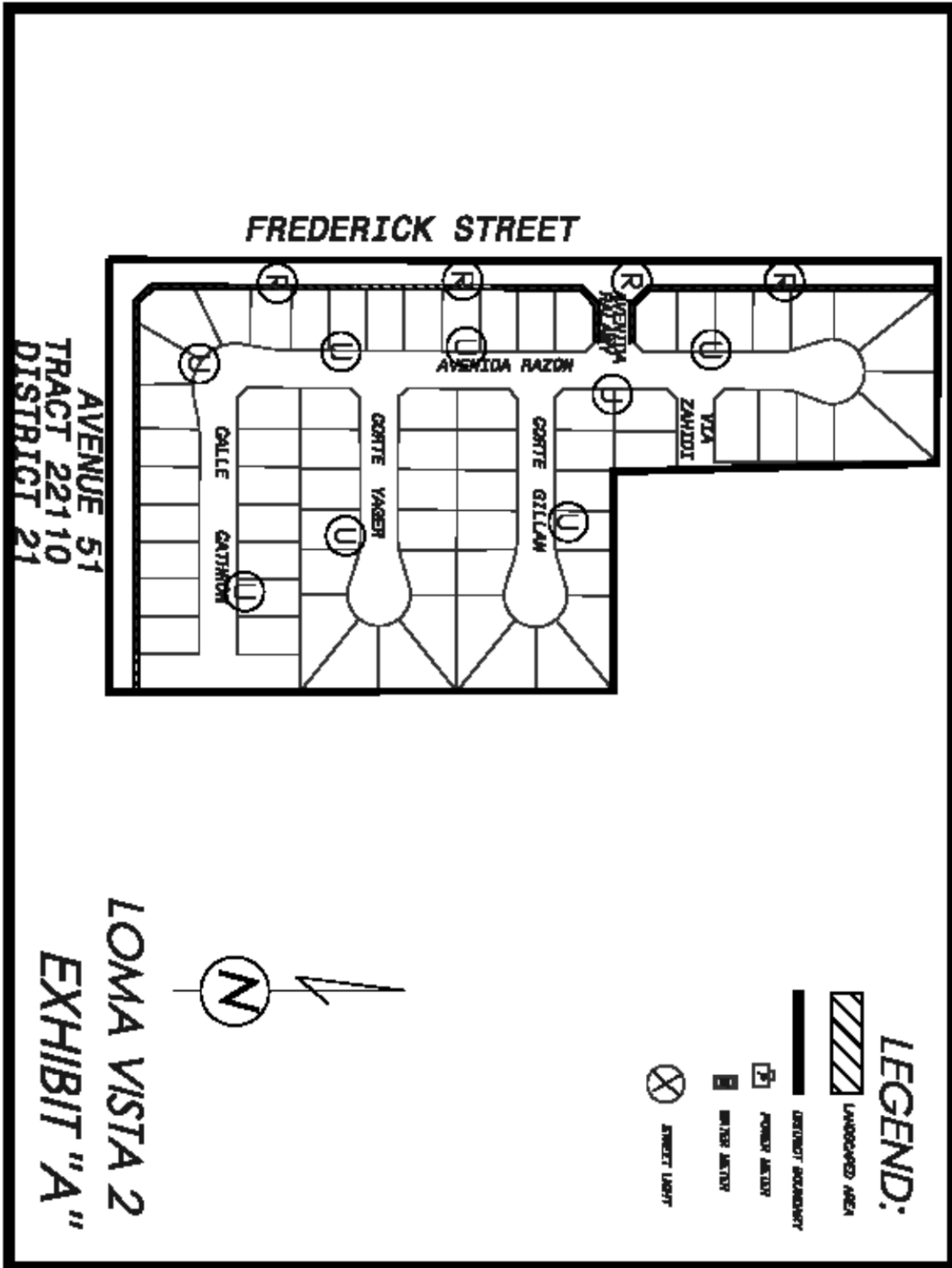
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Engineer's Annual Levy Report Fiscal year 2019/2020  
Landscaping and Lighting Maintenance Assessment Districts



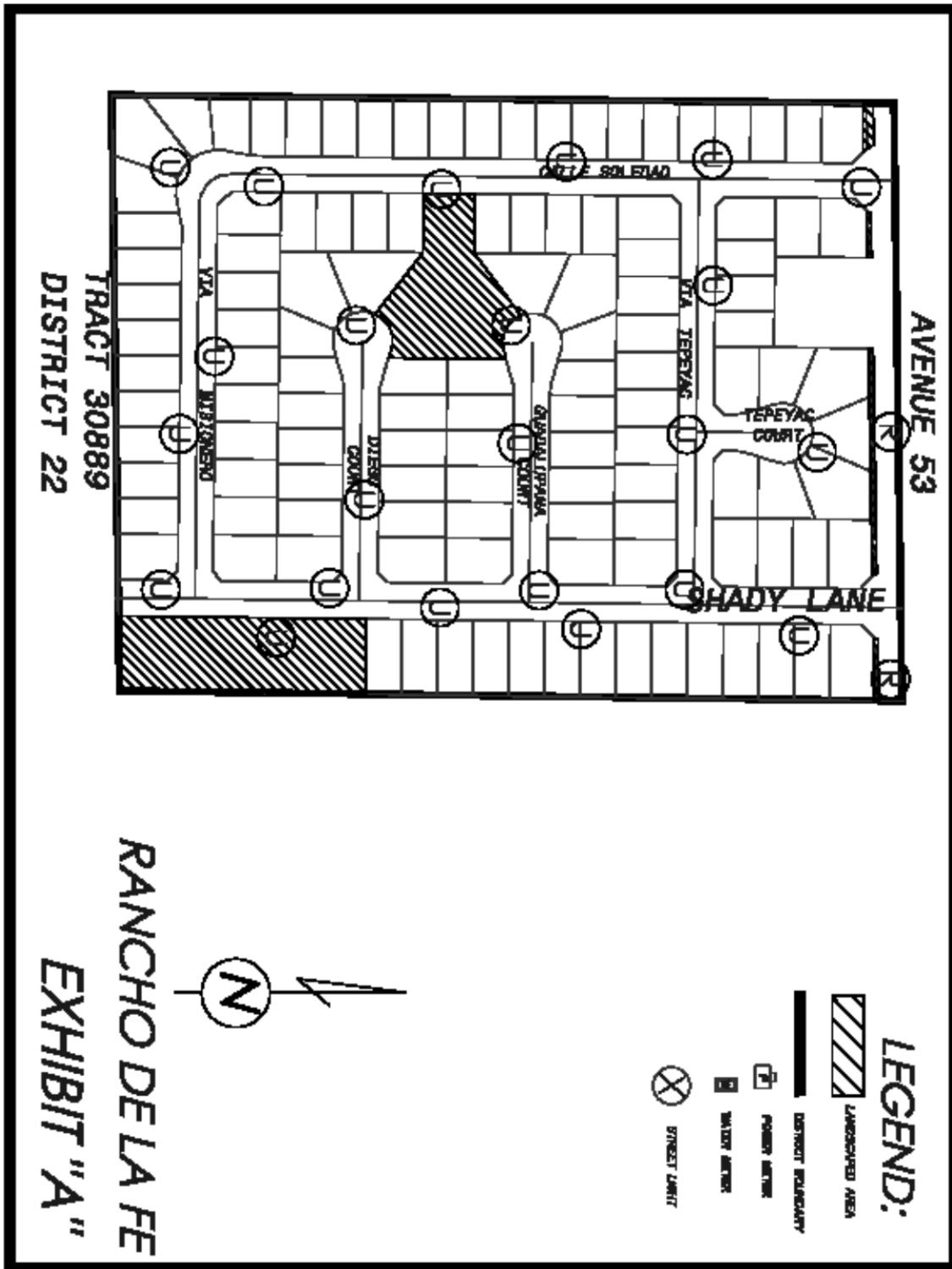
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City of Coachella  
 Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

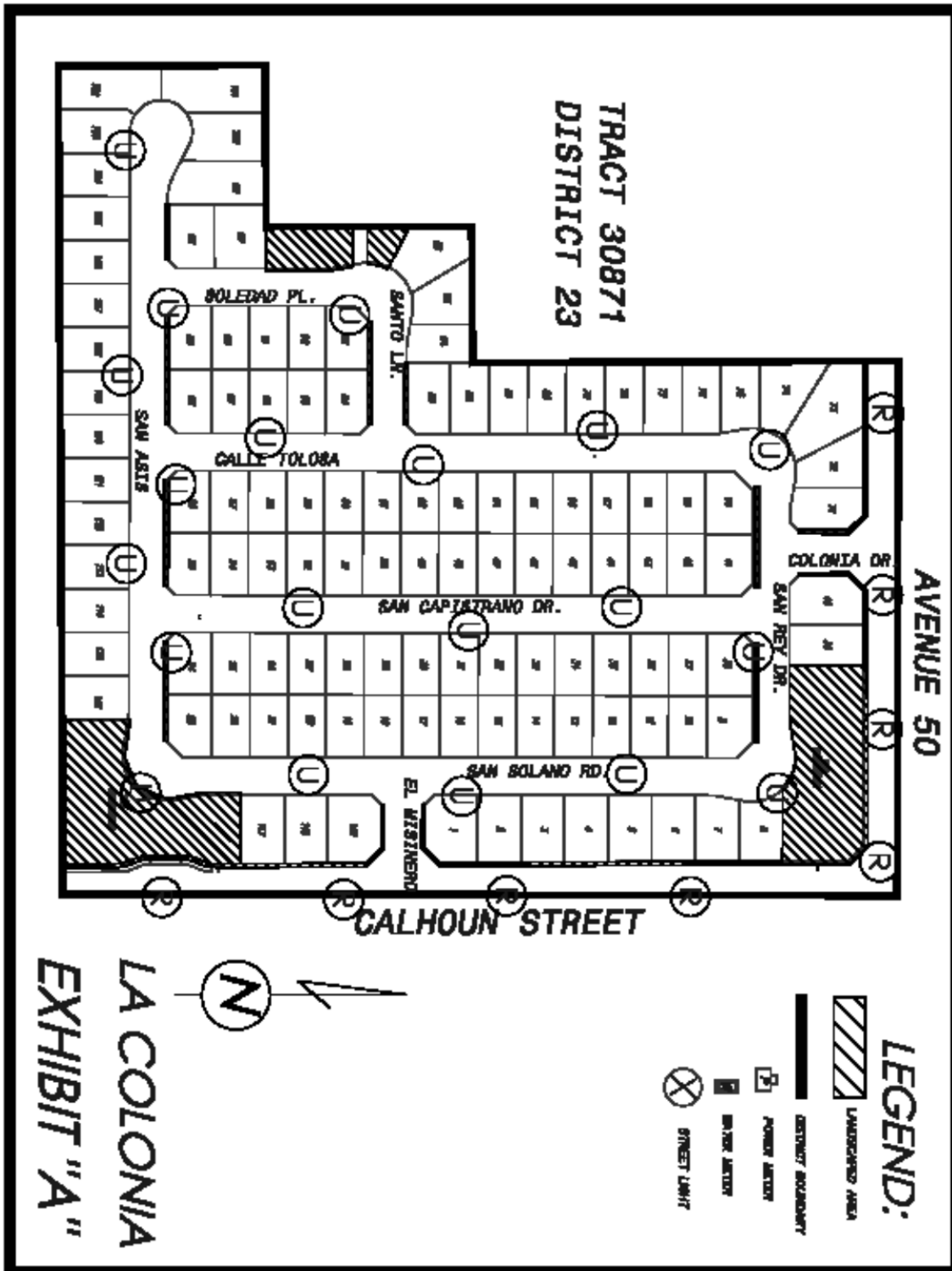


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Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

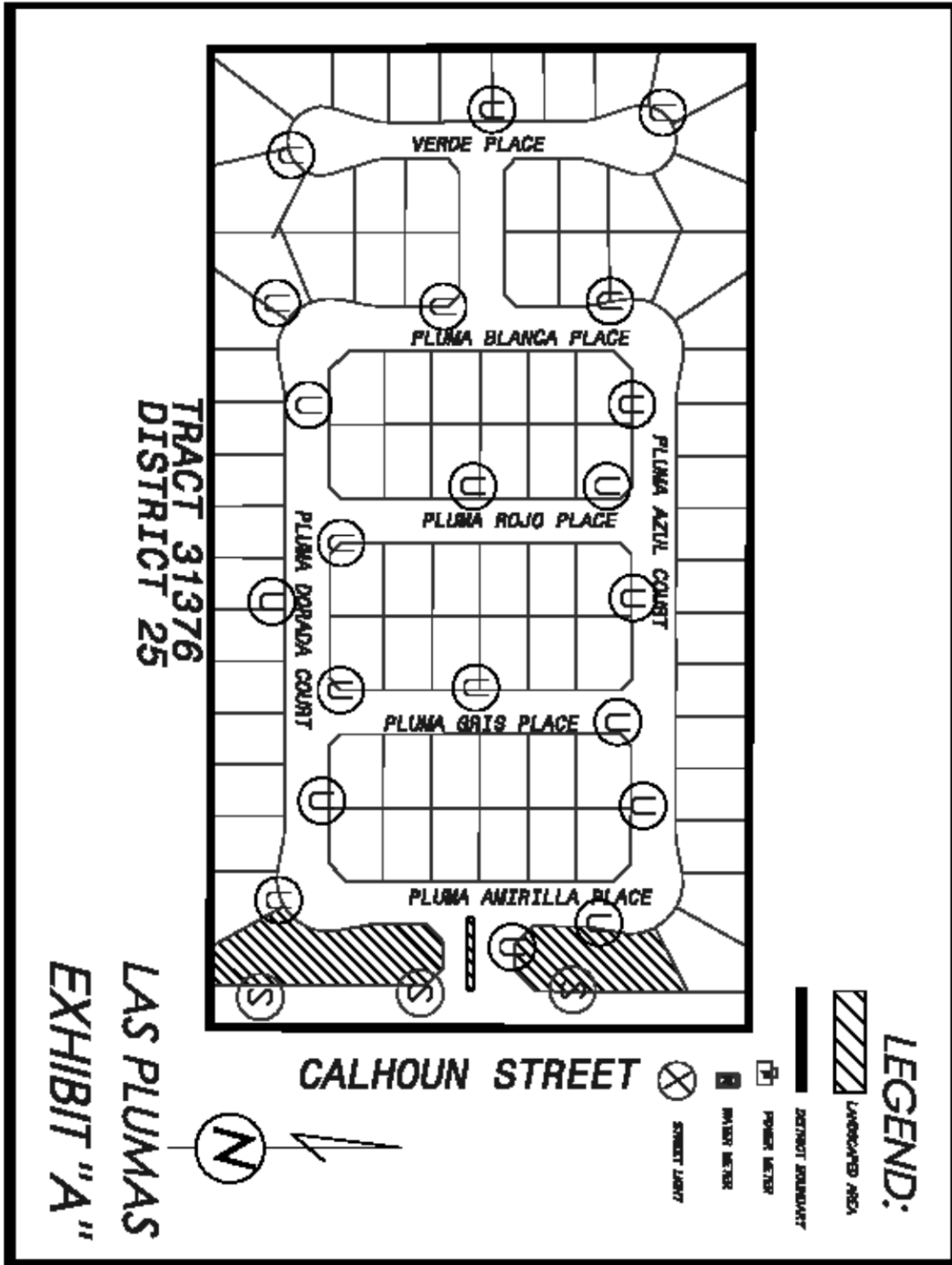


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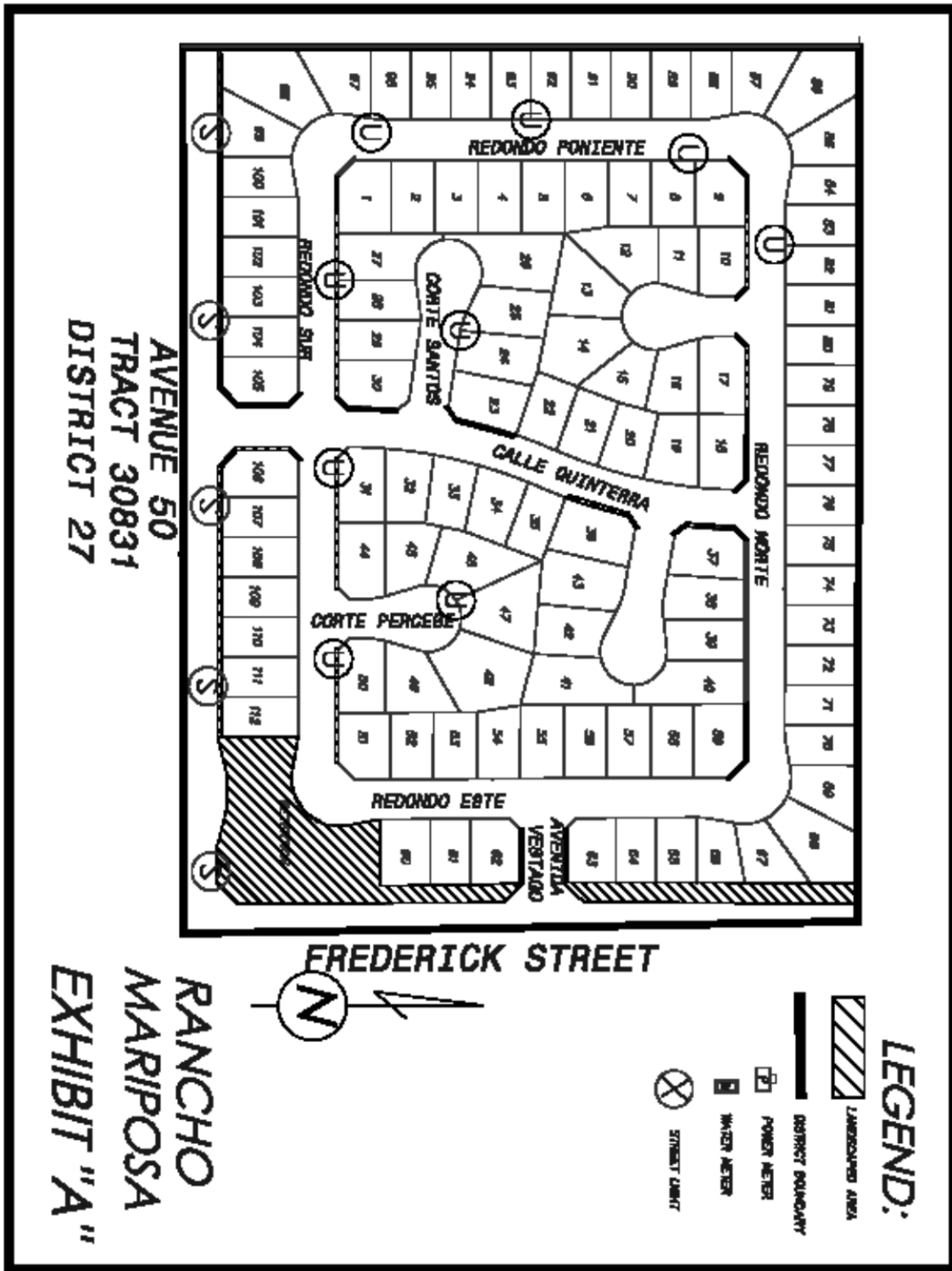


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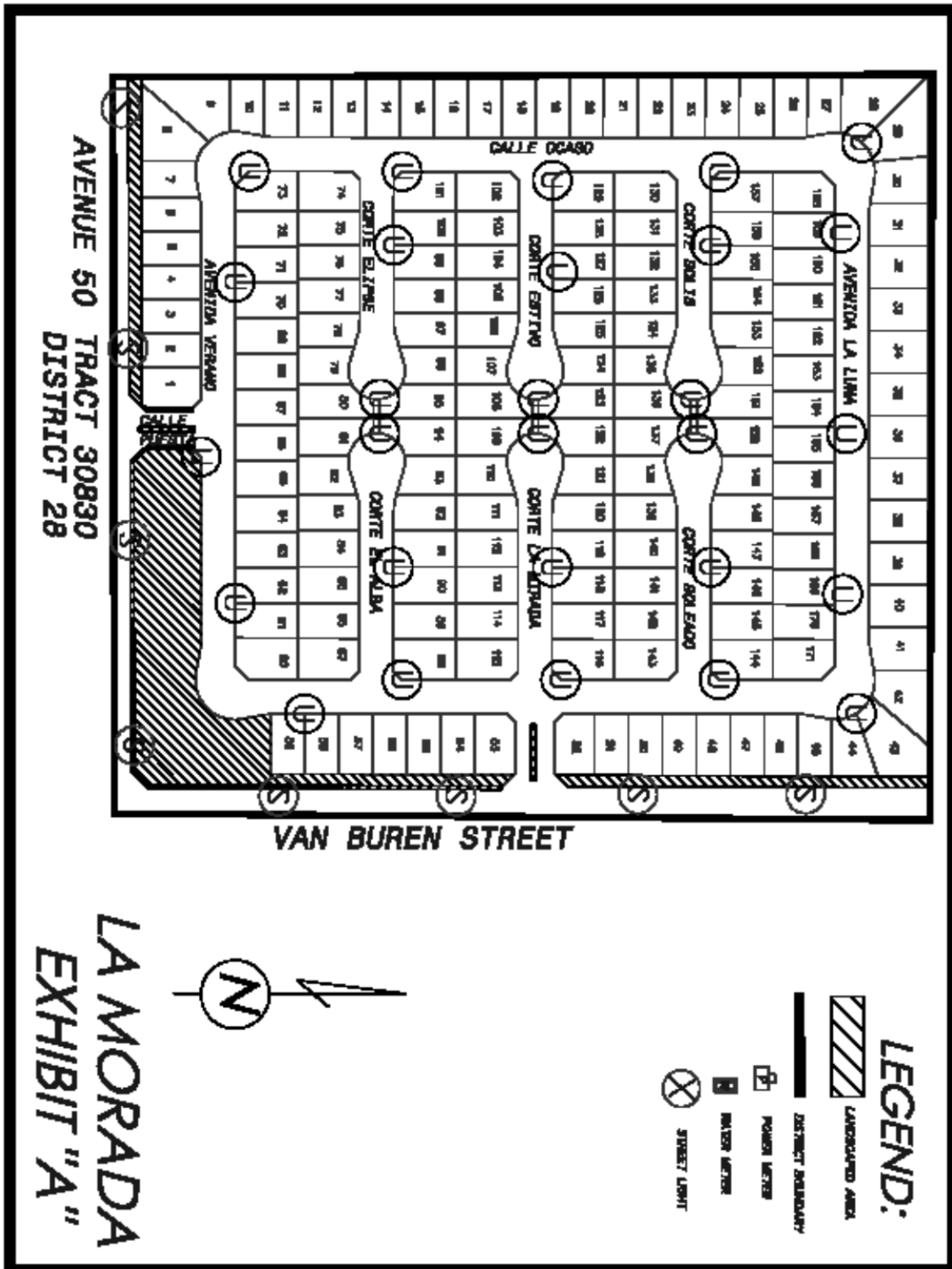


Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts



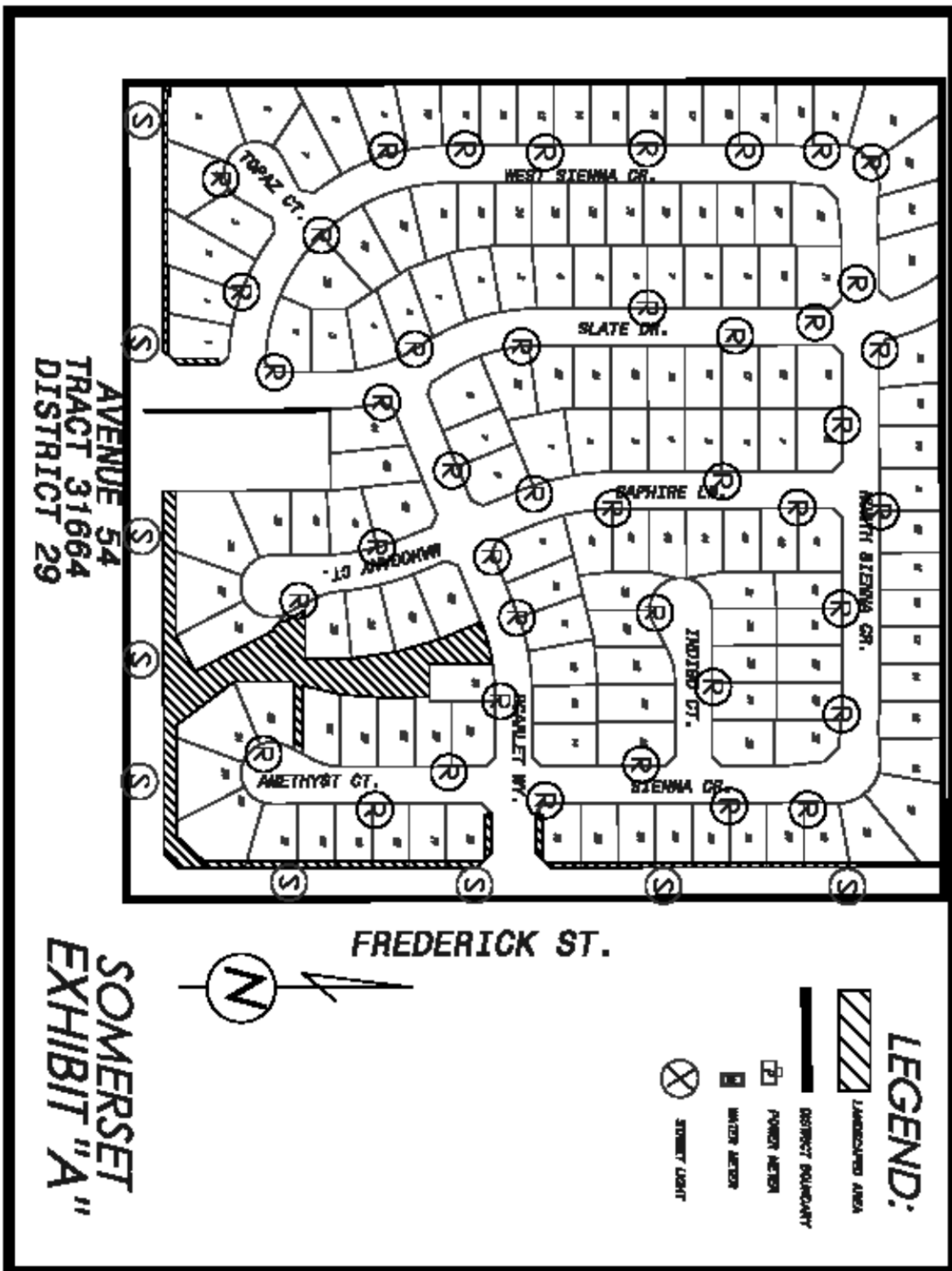
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City of Coachella  
 Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts



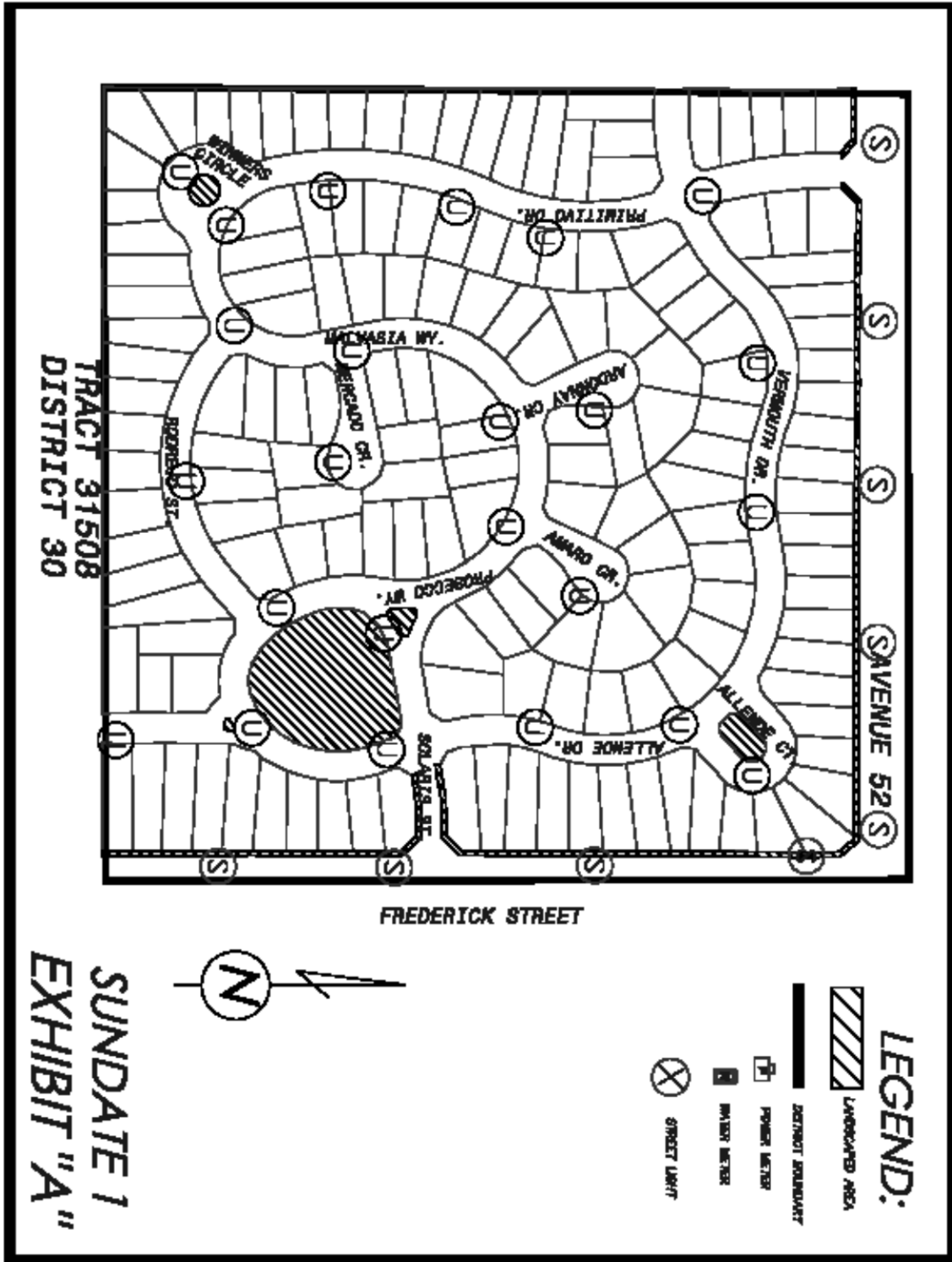
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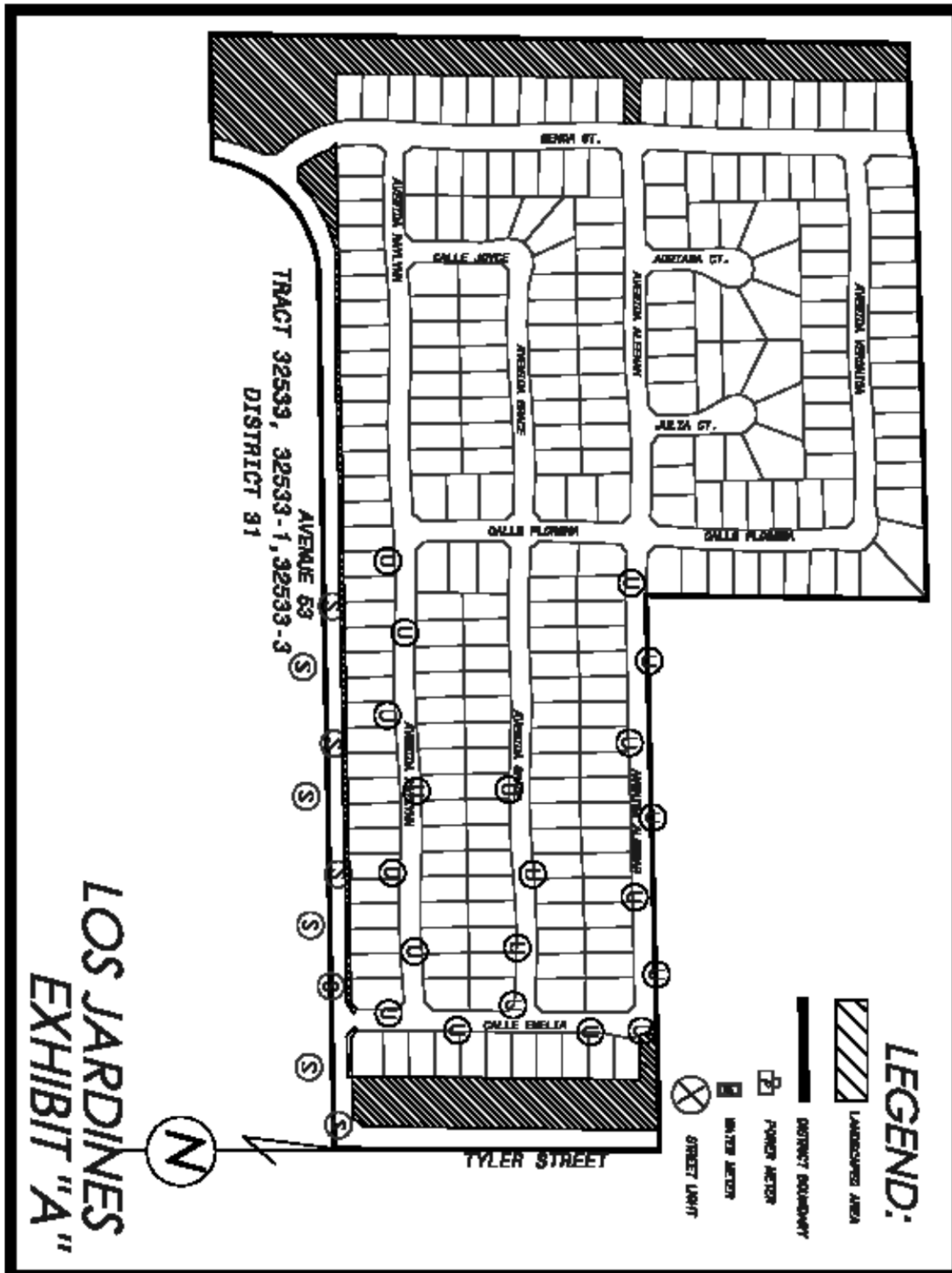
Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts



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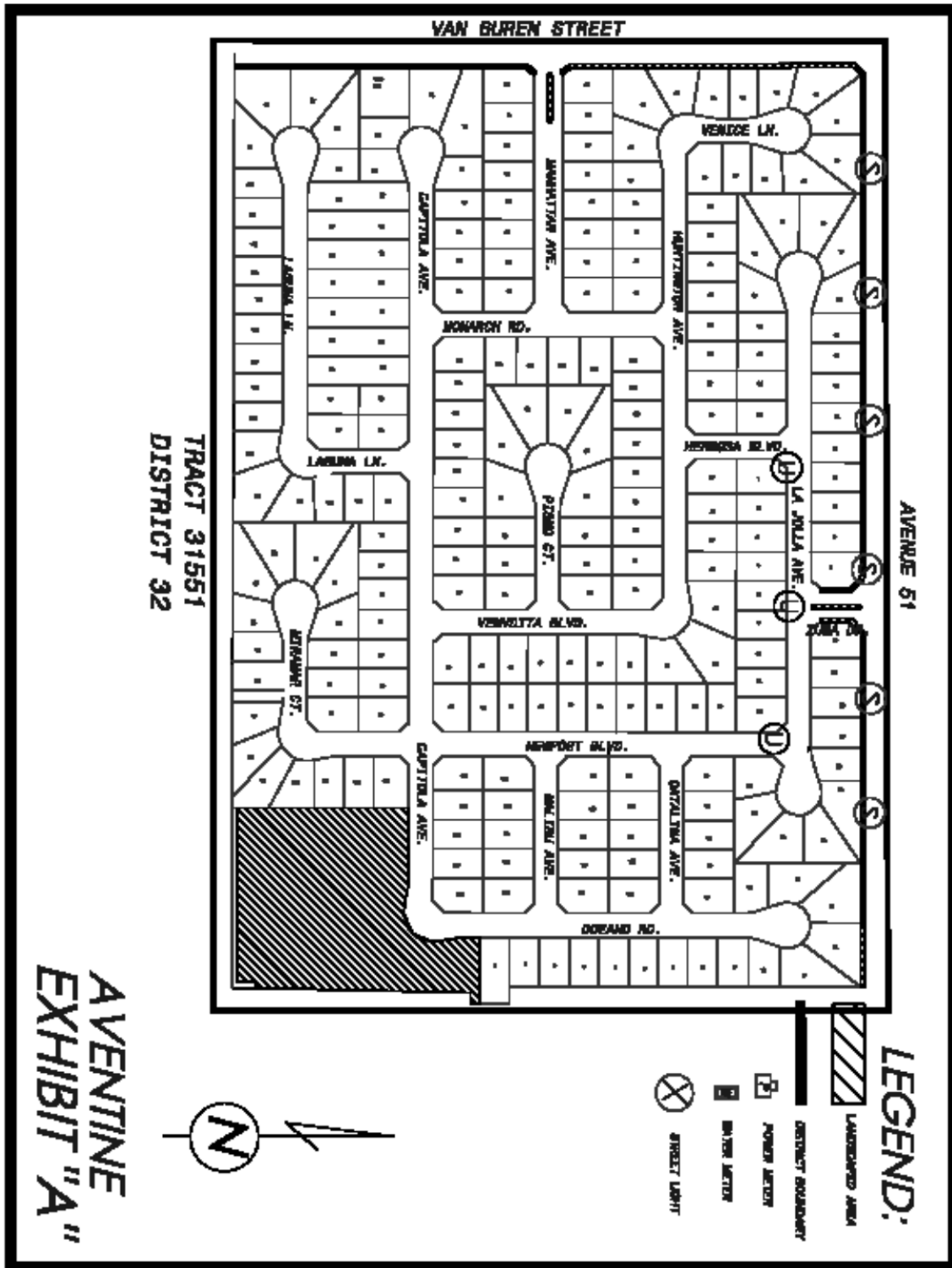
City of Coachella  
 Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts





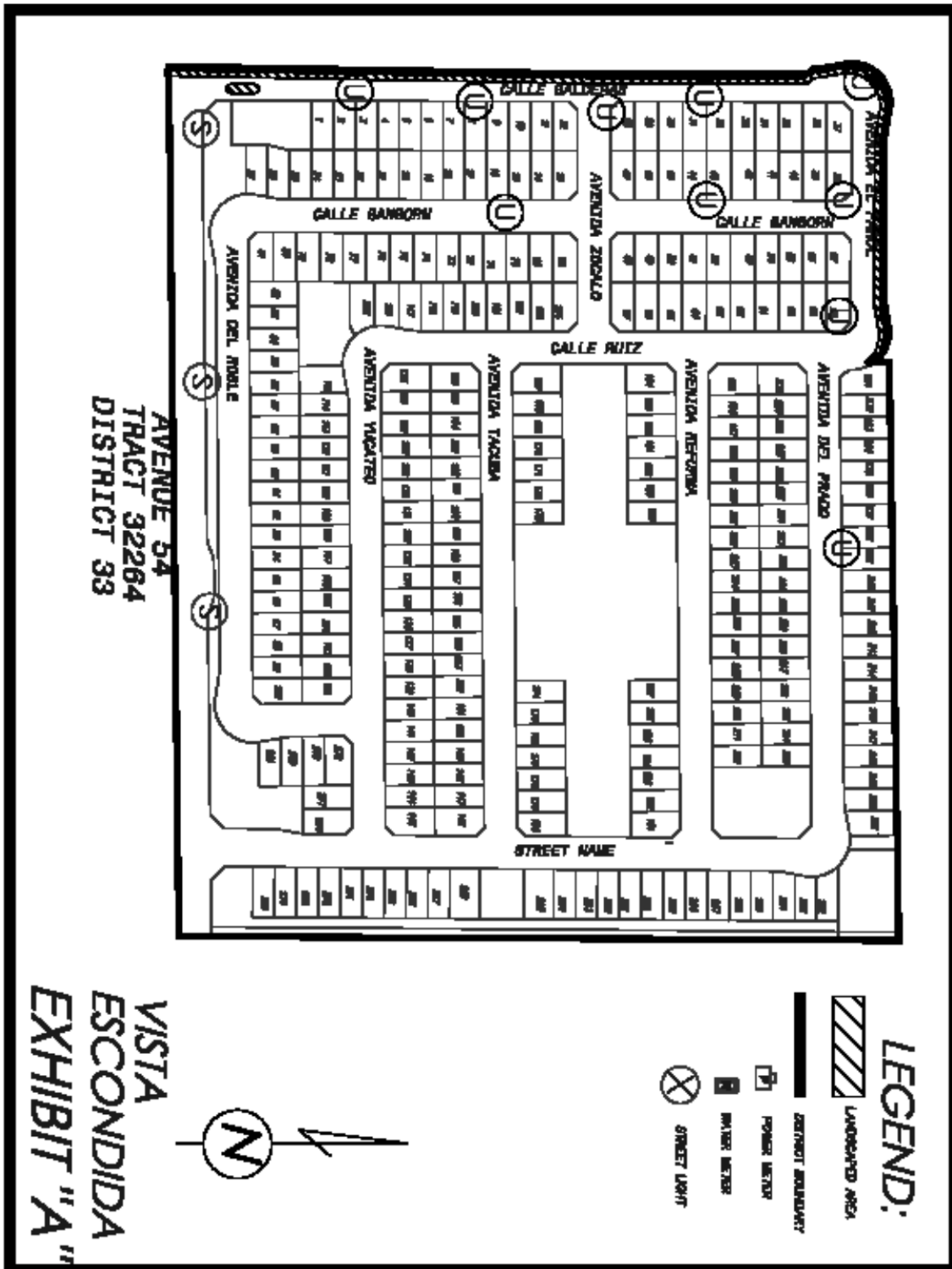
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City of Coachella  
 Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

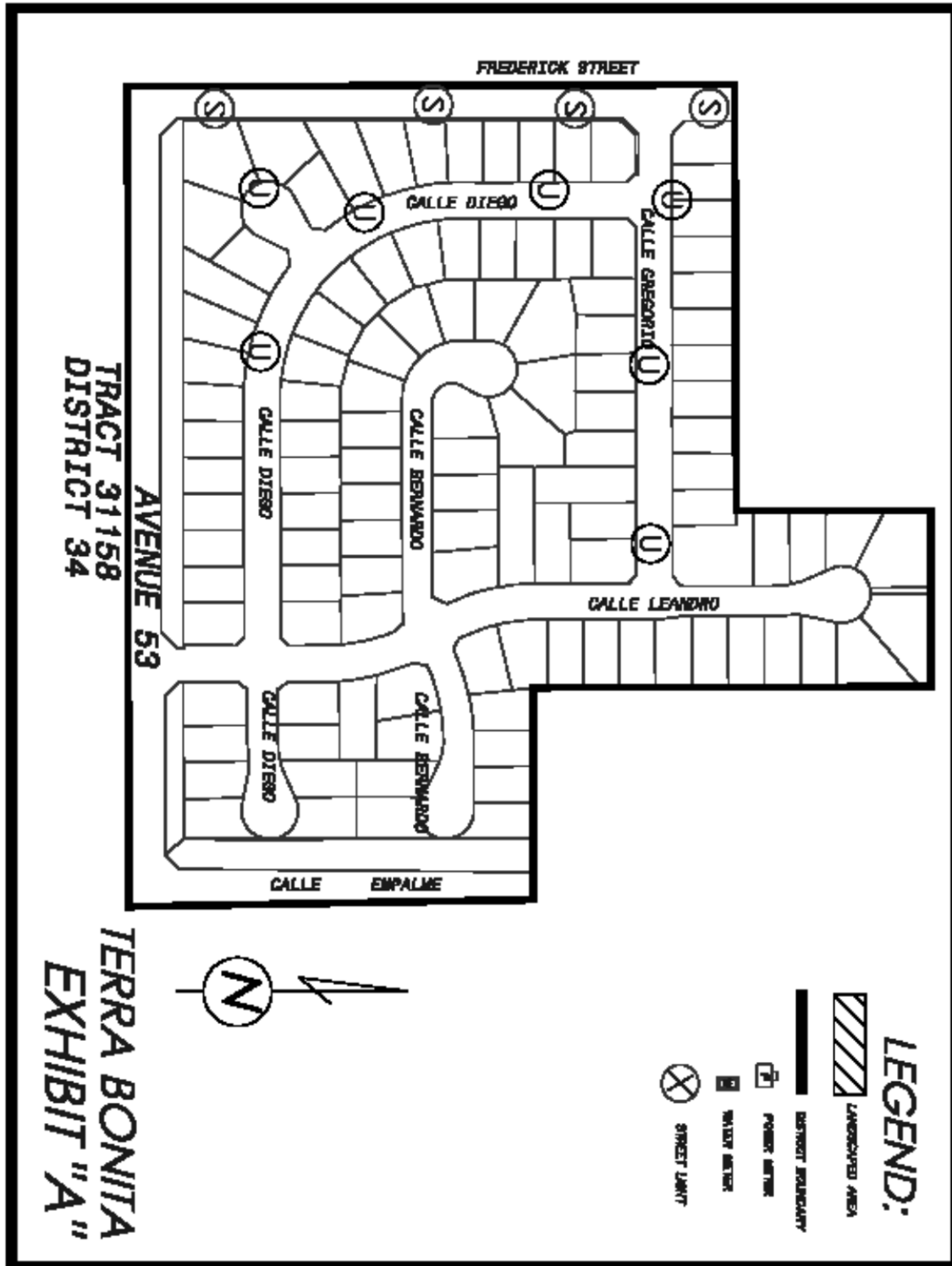


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Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts



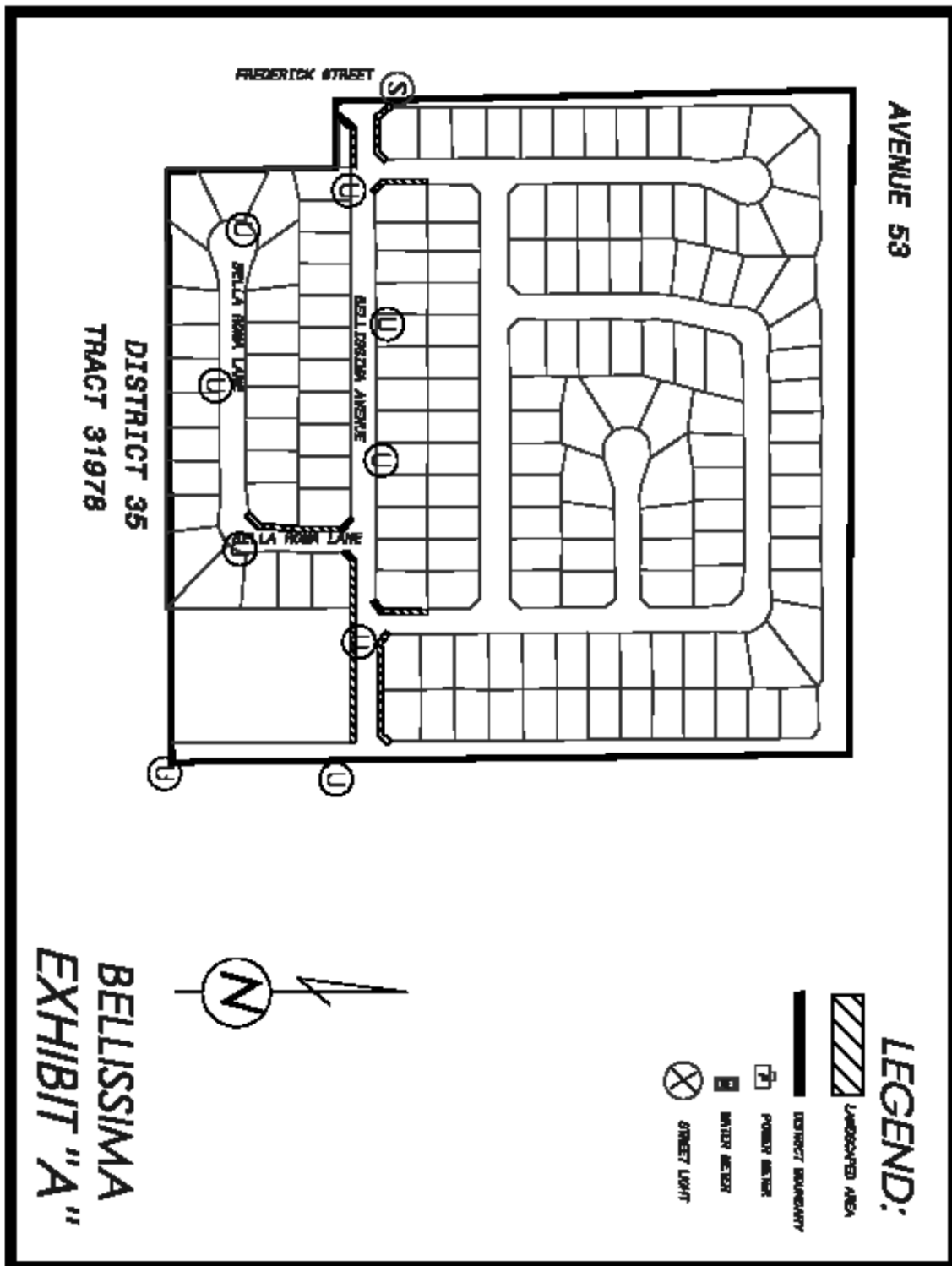
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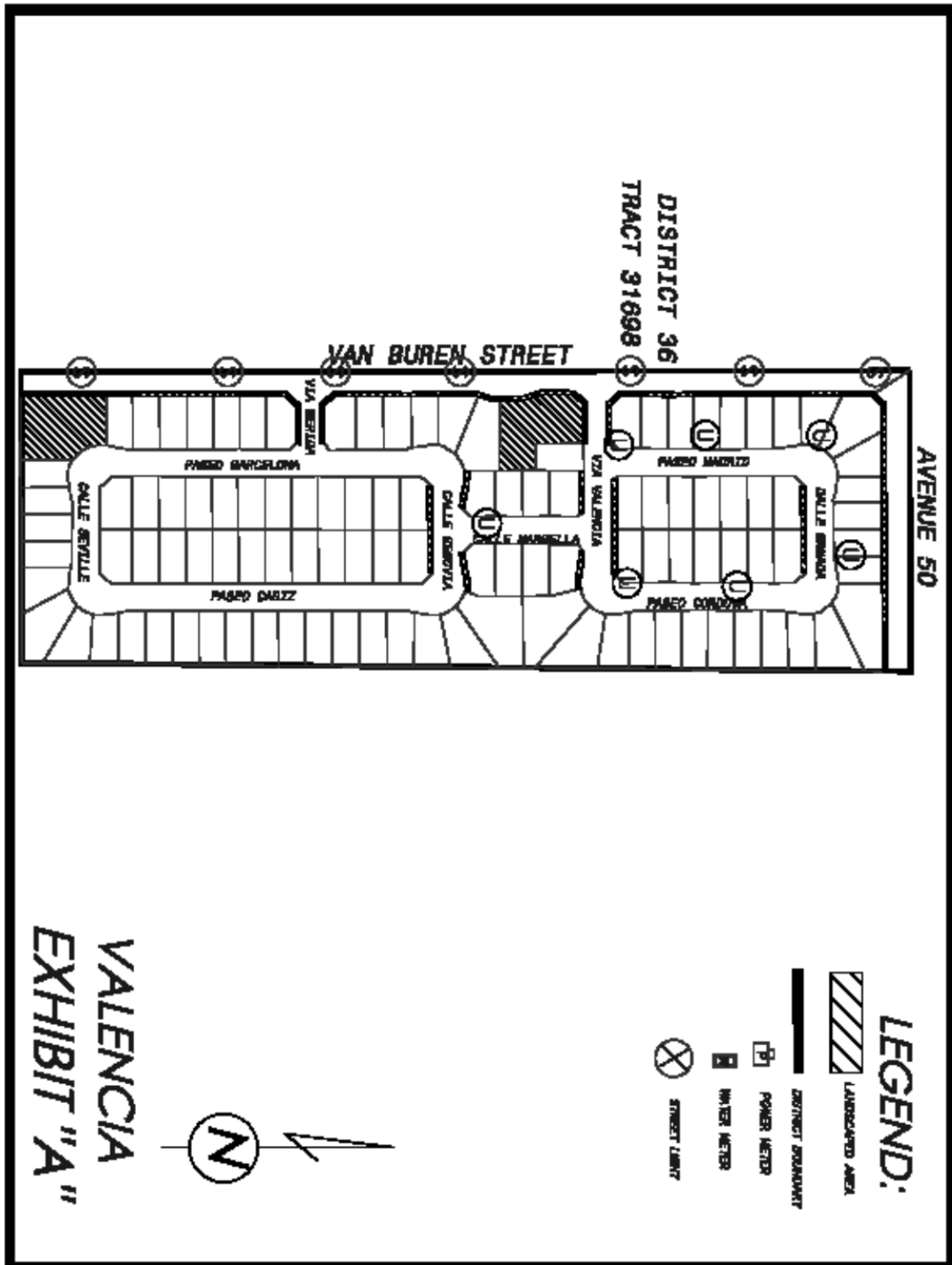
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Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts



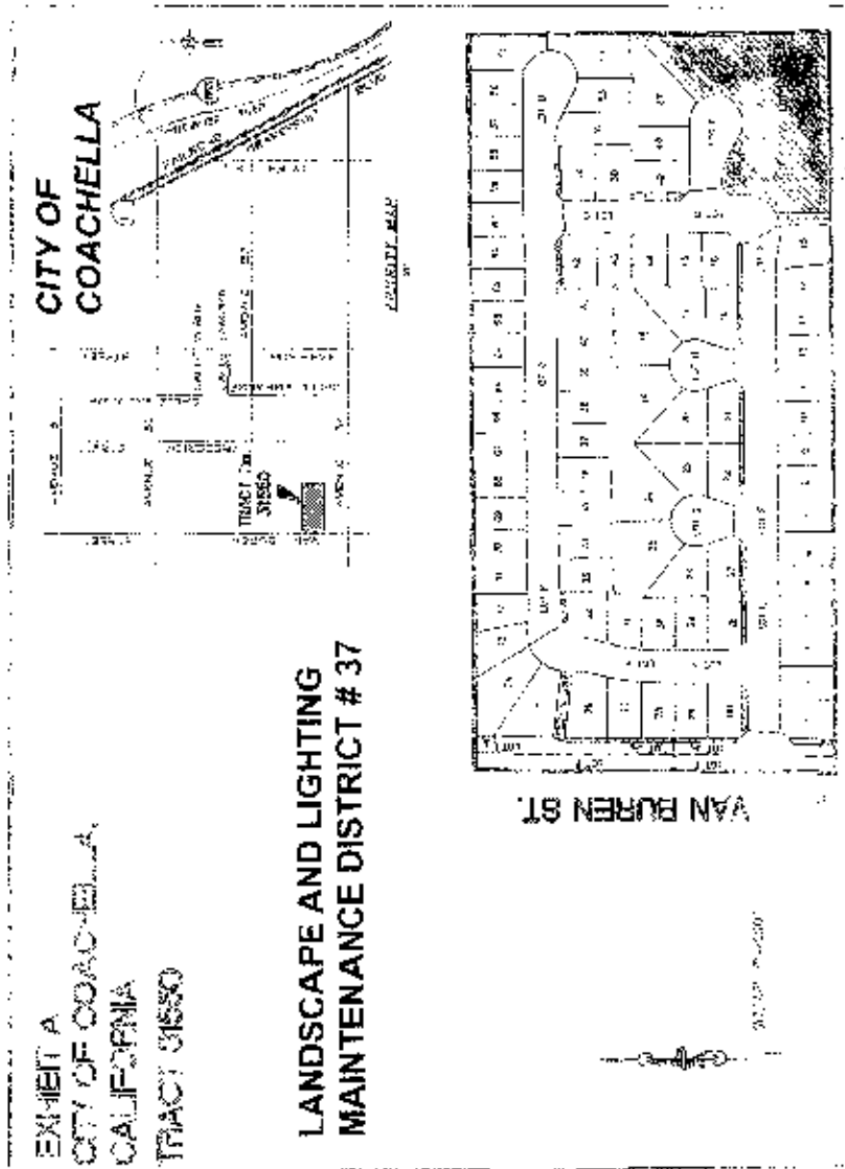
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City of Coachella  
 Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts



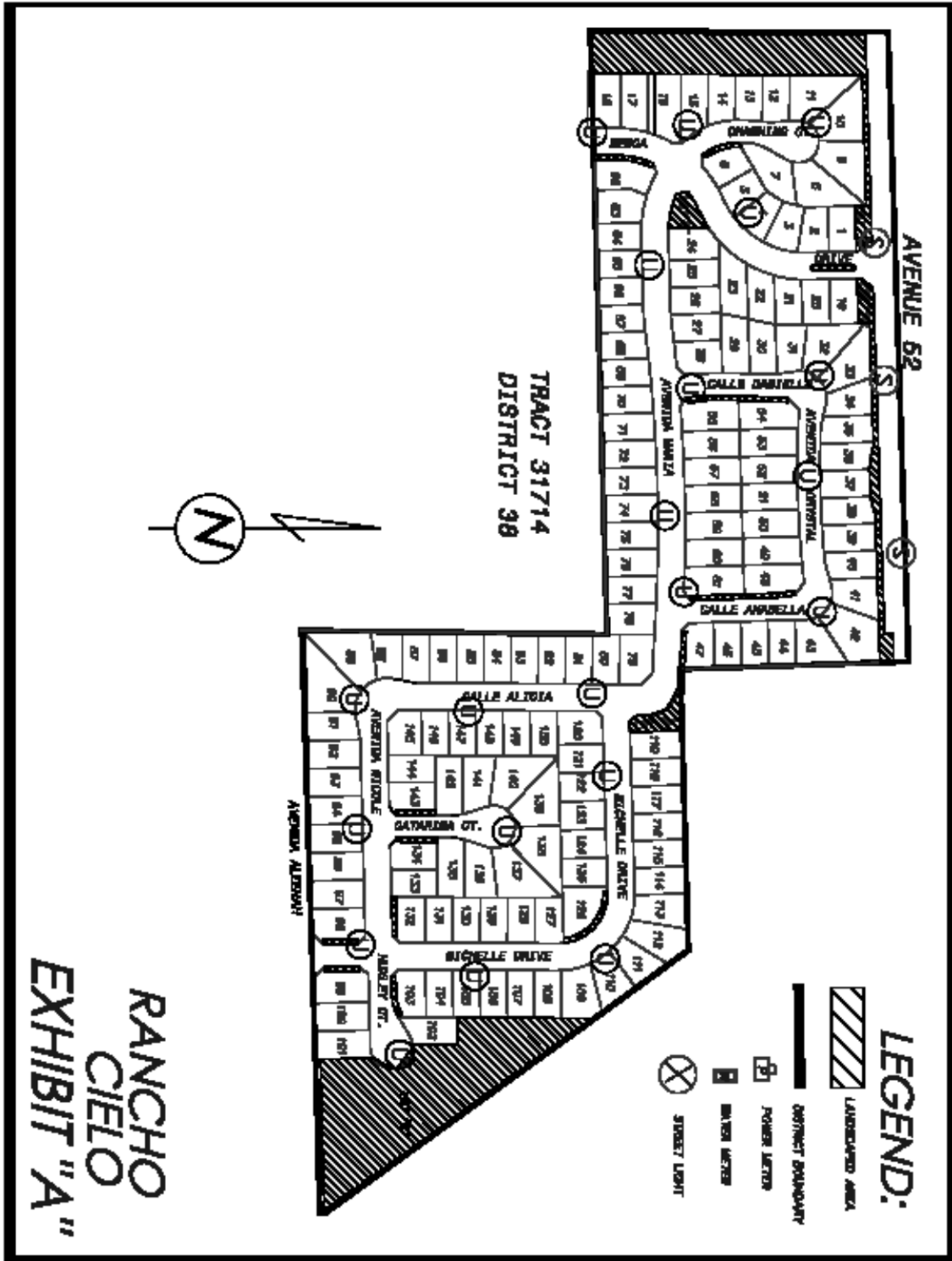
# ITEM 10.c.

Engineer's Annual Levy Report Fiscal year 2019/2020  
Landscaping and Lighting Maintenance Assessment Districts



# ITEM 10.c.

City of Coachella  
 Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

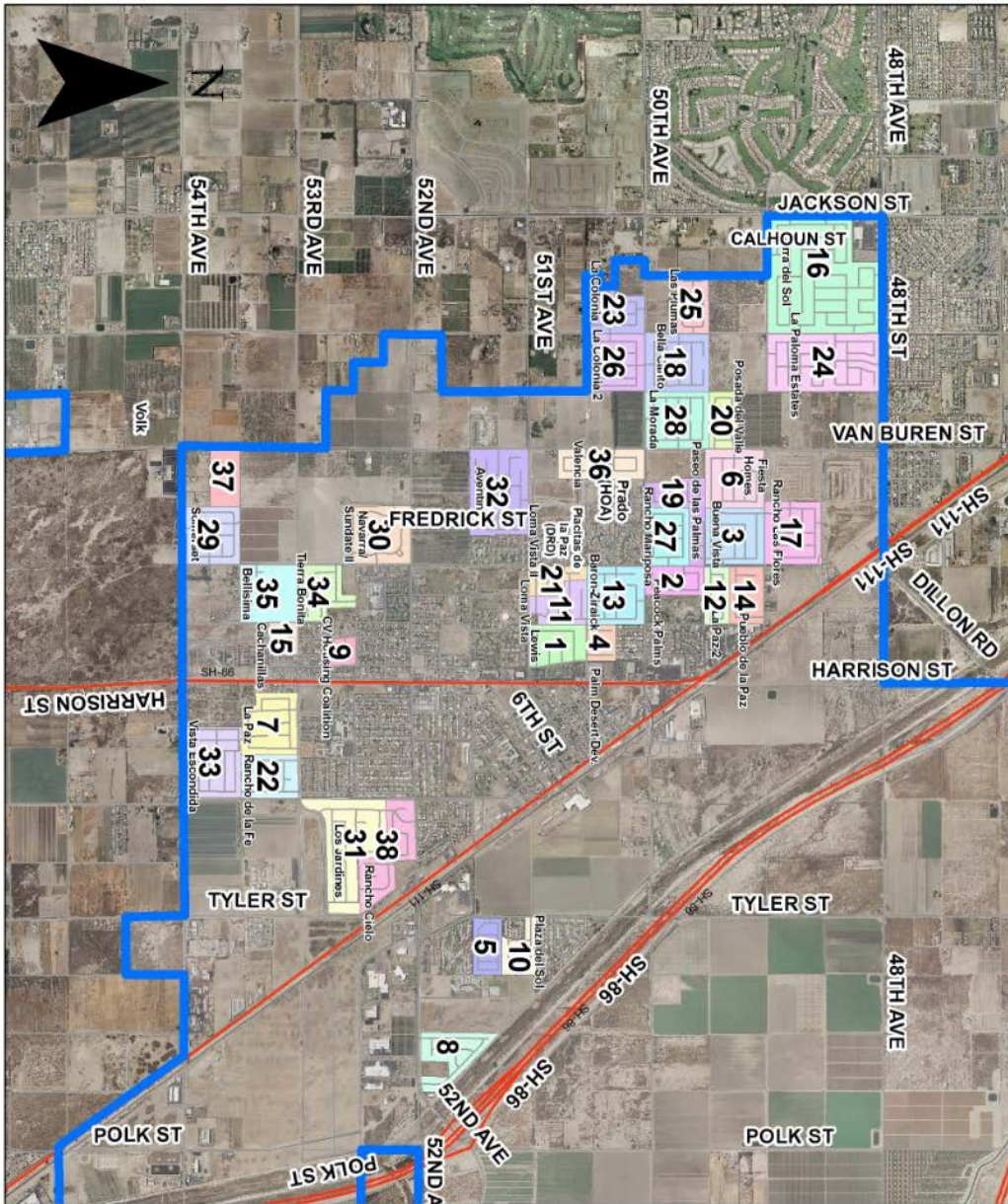


# ITEM 10.c.

Engineer's Annual Levy Report Fiscal year 2019/2020  
Landscaping and Lighting Maintenance Assessment Districts



## City of Coachella Landscape and Lighting Districts 2012



LLMD#	Tract Name	Tract
1	Lewis	14664
2	Peacock Palms	14472
3	Buena Vista	14675
4	Palm Desert Dev.	18632
5	(Lighting Only)	26370
6	Fiesta Homes	23911
7	La Paz	26467
8	(Lighting Only)	24299
9	CV Housing Coalition	23408
10	Plaza del Sol	26592
11	Loma Vista	22110
12	La Paz II	28374
13	Baron-Ziraick	28443
14	Pueblo de La Paz	29071
15	Cachanillas	30020
16	Tierra del Sol	30684
17	Rancho Las Flores	30498
18	Bella Cantro	30728
19	Paseo de las Palmas	30354
20	Posada del Valle	30621
21	Loma Vista II	22110
22	Rancho de la Fe	30889
23	La Colonia	30871
24	La Paloma Estates	30910
25	Las Plumas	31376
26	La Colonia II	30274
27	Rancho Mariposa	30831
28	La Morada	30830
29	Somerset	31664
30	Navarra/Sundate I	31508
31	Los Jardines	31533
32	Aventine	31551
33	Vista Escondida	32264
34	Tierra Bonita	31158
35	Bellissima	31978
36	Valencia	31698
37	Volk	31550
38	Rancho Cielo	31714

# ITEM 10.c.

## Appendix B – 2019/2020 Collection Roll / District Budget

District Budget Fiscal Year 2019/2020						
Levy Components	District 1	District 2	District 3	District 4	District 5	District 6
<b>Direct Costs</b>						
Water	2,220.00	-	1,400.00	400.00	-	-
Electric	1,400.00	2,790.00	2,800.00	800.00	-	4,700.00
Tree Service	330.00	-	2,000.00	-	-	-
Storm Drain	-	-	-	-	-	-
Backflow	120.00	-	120.00	40.00	-	40.00
Repair and Maintenance	200.00	-	200.00	200.00	-	-
Professional Services	1,687.85	335.85	2,169.85	1,690.85	-	4,967.85
<b>Total Direct Costs</b>	<b>5,957.85</b>	<b>3,125.85</b>	<b>8,689.85</b>	<b>3,130.85</b>	<b>-</b>	<b>9,707.85</b>
<b>Administration Costs</b>						
County Administrative	185.00	186.00	207.00	159.00	-	203.00
Systems Management	1,167.11	629.25	1,690.40	625.07	-	1,883.06
<b>Total Administration Costs</b>	<b>1,352.11</b>	<b>815.25</b>	<b>1,897.40</b>	<b>784.07</b>	<b>-</b>	<b>2,086.06</b>
<b>Fund Balance</b>						
Projected Beginning Balance	(28,875.00)	(16,693.00)	(47,178.00)	4,600.00	-	(243,439.00)
Reserve Fund	3,071.43	1,655.93	4,448.43	1,644.93	-	4,955.43
CIP Roll Over Fund	-	-	-	-	-	-
<b>District Statistics</b>						
Total Parcels Levied	127	130	181	66	0	171
2018/2019 Levy Per Parcel	109.60	59.76	95.40	94.42	-	214.28
2018/2019 Total Levy	13,919.20	7,768.80	17,267.40	6,231.72	-	36,641.88
<b>2019/2020 Levy Per Parcel</b>	<b>109.60</b>	<b>59.76</b>	<b>95.40</b>	<b>94.42</b>	<b>-</b>	<b>214.28</b>
<b>2019/2020 Total Levy</b>	<b>13,919.20</b>	<b>7,768.80</b>	<b>17,267.40</b>	<b>6,231.72</b>	<b>-</b>	<b>36,641.88</b>

Engineer's Annual Levy Report Fiscal year 2019/2020  
Landscaping and Lighting Maintenance Assessment Districts

<b>District Budget</b>						
<b>Fiscal Year 2019/2020</b>						
<b>Levy Components</b>	<b>District 7</b>	<b>District 8</b>	<b>District 9</b>	<b>District 10</b>	<b>District 11</b>	<b>District 12</b>
<b>Direct Costs</b>						
Water	1,300.00	-	500.00	-	620.00	700.00
Electric	3,160.00	-	850.00	1,200.00	1,200.00	1,155.00
Tree Service	1,210.00	-	-	-	550.00	1,650.00
Storm Drain	-	-	-	-	-	-
Backflow	40.00	-	40.00	-	40.00	40.00
Repair and Maintenance	200.00	-	200.00	-	2,000.00	5,000.00
Professional Services	1,702.85	142.85	1,102.85	334.85	2,283.85	2,274.86
<b>Total Direct Costs</b>	<b>7,612.85</b>	<b>142.85</b>	<b>2,692.85</b>	<b>1,534.85</b>	<b>6,693.85</b>	<b>10,819.86</b>
<b>Administration Costs</b>						
County Administrative	199.00	189.00	144.00	162.00	175.00	163.00
Systems Management	1,484.25	63.05	539.00	322.40	1,305.08	2,086.74
<b>Total Administration Costs</b>	<b>1,683.25</b>	<b>252.05</b>	<b>683.00</b>	<b>484.40</b>	<b>1,480.08</b>	<b>2,249.74</b>
<b>Fund Balance</b>						
Projected Beginning Balance	(114,157.00)	(16,761.00)	(46,878.00)	(64,684.00)	18,817.00	47,791.00
Reserve Fund	3,905.93	165.93	1,418.43	848.43	3,434.43	5,491.43
CIP Roll Over Fund	-	-	-	-	10,000.00	35,000.00
<b>District Statistics</b>						
Total Parcels Levied	161	138	32	75	105	76
2018/2019 Levy Per Parcel	152.90	25.26	176.42	81.86	84.76	150.00
2018/2019 Total Levy	24,616.90	3,485.88	5,645.44	6,139.50	8,899.80	11,400.00
<b>2019/2020 Levy Per Parcel</b>	<b>152.90</b>	<b>25.26</b>	<b>176.42</b>	<b>81.86</b>	<b>84.76</b>	<b>150.00</b>
<b>2019/2020 Total Levy</b>	<b>24,616.90</b>	<b>3,485.88</b>	<b>5,645.44</b>	<b>6,139.50</b>	<b>8,899.80</b>	<b>11,400.00</b>

# ITEM 10.c.

City of Coachella  
 Engineer's Annual Levy Report Fiscal year 2019/2020  
 Landscaping and Lighting Maintenance Assessment Districts

<b>District Budget</b>						
<b>Fiscal Year 2019/2020</b>						
<b>Levy Components</b>	<b>District 13</b>	<b>District 14</b>	<b>District 15</b>	<b>District 16</b>	<b>District 17</b>	<b>District 18</b>
<b>Direct Costs</b>						
Water	2,040.00	3,200.00	6,200.00	40,000.00	13,820.00	5,000.00
Electric	3,990.00	2,415.00	1,175.00	12,000.00	3,360.00	6,300.00
Tree Service	5,170.00	2,500.00	1,700.00	57,970.00	9,240.00	10,780.00
Storm Drain	-	-		-	6,200.00	4,500.00
Backflow	80.00	80.00	40.00	560.00	640.00	80.00
Repair and Maintenance	200.00	200.00	600.00	30,000.00	6,000.00	2,000.00
Professional Services	4,972.86	2,062.86	2,074.86	68,193.86	13,187.86	19,438.86
<b>Total Direct Costs</b>	<b>16,452.86</b>	<b>10,457.86</b>	<b>11,789.86</b>	<b>208,723.86</b>	<b>52,447.86</b>	<b>48,098.86</b>
<b>Administration Costs</b>						
County Administrative	202.00	169.00	151.00	364.00	199.00	203.00
Systems Management	3,164.42	2,019.10	2,268.76	41,436.63	10,762.89	9,177.34
<b>Total Administration Costs</b>	<b>3,366.42</b>	<b>2,188.10</b>	<b>2,419.76</b>	<b>41,800.63</b>	<b>10,961.89</b>	<b>9,380.34</b>
<b>Fund Balance</b>						
Projected Beginning Balance	(21,611.00)	(17,570.00)	2,439.00	454,774.00	140,793.00	(205,575.00)
Reserve Fund	8,327.43	5,313.43	5,970.43	104,543.93	26,323.43	24,150.93
CIP Roll Over Fund	-	-	-	320,000.00	100,000.00	-
<b>District Statistics</b>						
Total Parcels Levied	168	90	48	555	162	172
2018/2019 Levy Per Parcel	314.50	319.73	518.63	825.00	400.00	533.15
2018/2019 Total Levy	52,836.00	28,775.70	24,894.24	457,875.00	64,800.00	91,701.80
<b>2019/2020 Levy Per Parcel</b>	<b>323.92</b>	<b>329.32</b>	<b>518.62</b>	<b>825.00</b>	<b>400.00</b>	<b>549.14</b>
<b>2019/2020 Total Levy</b>	<b>54,418.56</b>	<b>29,638.80</b>	<b>24,893.76</b>	<b>457,875.00</b>	<b>64,800.00</b>	<b>94,452.08</b>



# ITEM 10.c.

Engineer's Annual Levy Report Fiscal year 2019/2020  
Landscaping and Lighting Maintenance Assessment Districts

<b>District Budget</b>						
<b>Fiscal Year 2019/2020</b>						
<b>Levy Components</b>	<b>District 19</b>	<b>District 20</b>	<b>District 21</b>	<b>District 22</b>	<b>District 23</b>	<b>District 24</b>
<b>Direct Costs</b>						
Water	2,000.00	8,300.00	610.00	6,000.00	8,000.00	20,000.00
Electric	2,205.00	2,100.00	1,420.00	2,700.00	4,500.00	8,000.00
Tree Service	6,270.00	5,170.00	770.00	5,060.00	5,225.00	17,655.00
Storm Drain	-	4,000.00	-	13,000.00	1,500.00	5,000.00
Backflow	200.00	80.00	40.00	120.00	250.00	320.00
Repair and Maintenance	6,000.00	3,000.00	200.00	6,000.00	500.00	3,500.00
Professional Services	8,362.86	13,188.86	622.86	14,142.86	14,542.86	96,643.86
<b>Total Direct Costs</b>	<b>25,037.86</b>	<b>35,838.86</b>	<b>3,662.86</b>	<b>47,022.86</b>	<b>34,517.86</b>	<b>151,118.86</b>
<b>Administration Costs</b>						
County Administrative	184.00	165.00	160.00	181.00	181.00	253.00
Systems Management	4,792.15	7,600.72	726.34	9,728.72	6,592.77	28,760.61
<b>Total Administration Costs</b>	<b>4,976.15</b>	<b>7,765.72</b>	<b>886.34</b>	<b>9,909.72</b>	<b>6,773.77</b>	<b>29,013.61</b>
<b>Fund Balance</b>						
Projected Beginning Balance	37,716.00	114,714.00	(65,288.00)	189,023.00	(255,261.00)	(202,633.00)
Reserve Fund	12,610.93	18,001.93	1,911.43	23,601.93	17,349.43	75,685.93
CIP Roll Over Fund	18,000.00	70,000.00	-	150,000.00	-	-
<b>District Statistics</b>						
Total Parcels Levied	126	81	70	118	119	291
2018/2019 Levy Per Parcel	314.20	500.00	131.75	400.00	523.50	651.54
2018/2019 Total Levy	39,589.20	40,500.00	9,222.50	47,200.00	62,296.50	189,598.14
<b>2019/2020 Levy Per Parcel</b>	<b>314.20</b>	<b>500.00</b>	<b>135.70</b>	<b>300.00</b>	<b>539.20</b>	<b>671.08</b>
<b>2019/2020 Total Levy</b>	<b>39,589.20</b>	<b>40,500.00</b>	<b>9,499.00</b>	<b>35,400.00</b>	<b>64,164.80</b>	<b>195,284.28</b>

# ITEM 10.c.

<b>District Budget Fiscal Year 2019/2020</b>						
<b>Levy Components</b>	<b>District 25</b>	<b>District 26</b>	<b>District 27</b>	<b>District 28</b>	<b>District 29</b>	<b>District 30</b>
<b>Direct Costs</b>						
Water	3,700.00	-	1,100.00	10,400.00	2,400.00	7,200.00
Electric	2,600.00	-	2,300.00	3,900.00	5,300.00	3,900.00
Tree Service	3,630.00	-	3,740.00	7,260.00	13,860.00	8,910.00
Storm Drain	6,200.00	-	7,700.00	5,500.00	9,000.00	4,500.00
Backflow	40.00	-	40.00	80.00	120.00	200.00
Repair and Maintenance	6,000.00	-	3,000.00	2,000.00	6,000.00	6,000.00
Professional Services	13,122.86	-	12,646.86	18,478.86	11,250.86	12,222.86
<b>Total Direct Costs</b>	<b>35,292.86</b>	<b>-</b>	<b>30,526.86</b>	<b>47,618.86</b>	<b>47,930.86</b>	<b>42,932.86</b>
<b>Administration Costs</b>						
County Administrative	167.00		178.00	203.00	195.00	198.00
Systems Management	7,497.36	-	5,833.91	9,086.14	9,903.90	8,954.85
<b>Total Administration Costs</b>	<b>7,664.36</b>	<b>-</b>	<b>6,011.91</b>	<b>9,289.14</b>	<b>10,098.90</b>	<b>9,152.85</b>
<b>Fund Balance</b>						
Projected Beginning Balance	129,661.00	-	(95,787.00)	(36,385.00)	196,481.00	309,965.00
Reserve Fund	17,729.93	-	15,352.43	23,910.93	24,062.93	21,565.43
CIP Roll Over Fund	95,000.00	-	-	-	150,000.00	260,000.00
<b>District Statistics</b>						
Total Parcels Levied	87	0	112	171	152	160
2018/2019 Levy Per Parcel	479.46	-	424.36	428.22	340.00	300.00
2018/2019 Total Levy	41,713.02	-	47,528.32	73,225.62	51,680.00	48,000.00
<b>2019/2020 Levy Per Parcel</b>	<b>479.46</b>		<b>480.00</b>	<b>460.00</b>	<b>300.00</b>	<b>200.00</b>
<b>2019/2020 Total Levy</b>	<b>41,713.02</b>	<b>-</b>	<b>53,760.00</b>	<b>78,660.00</b>	<b>45,600.00</b>	<b>32,000.00</b>

Engineer's Annual Levy Report Fiscal year 2019/2020  
Landscaping and Lighting Maintenance Assessment Districts

District Budget Fiscal Year 2019/2020						
Levy Components	District 31	District 32	District 33	District 34	District 35	District 36
<b>Direct Costs</b>						
Water	5,300.00	4,400.00	22,000.00	2,800.00	1,600.00	3,300.00
Electric	4,000.00	5,300.00	2,500.00	2,800.00	3,500.00	3,100.00
Tree Service	10,230.00	15,620.00	23,870.00	-	6,820.00	10,340.00
Storm Drain	10,800.00	5,700.00	7,200.00	5,000.00	5,300.00	5,300.00
Backflow	280.00	120.00	200.00	-	80.00	40.00
Repair and Maintenance	6,000.00	6,000.00	30,000.00	2,000.00	3,000.00	6,000.00
Professional Services	24,762.86	22,836.86	61,437.86	12,652.86	15,117.86	10,242.86
<b>Total Direct Costs</b>	<b>61,372.86</b>	<b>59,976.86</b>	<b>147,207.86</b>	<b>25,252.86</b>	<b>35,417.86</b>	<b>38,322.86</b>
<b>Administration Costs</b>						
County Administrative	242.00	236.00	249.00	166.00	152.00	176.00
Systems Management	12,466.80	16,760.42	28,776.76	4,829.58	6,758.26	8,074.77
<b>Total Administration Costs</b>	<b>12,708.80</b>	<b>16,996.42</b>	<b>29,025.76</b>	<b>4,995.58</b>	<b>6,910.26</b>	<b>8,250.77</b>
<b>Fund Balance</b>						
Projected Beginning Balance	449,300.00	130,689.00	538,256.00	(276,958.00)	56,947.00	148,120.00
Reserve Fund	30,807.43	30,106.43	73,728.43	12,709.43	17,784.93	19,249.43
CIP Roll Over Fund	400,000.00	75,000.00	450,000.00	-	30,000.00	110,000.00
<b>District Statistics</b>						
Total Parcels Levied	265	250	282	115	49	108
2018/2019 Levy Per Parcel	213.72	419.72	575.50	334.74	515.00	316.72
2018/2019 Total Levy	56,635.80	104,930.00	27,624.00	38,495.10	25,235.00	34,205.76
<b>2019/2020 Levy Per Parcel</b>	<b>213.72</b>	<b>419.72</b>	<b>575.50</b>	<b>380.00</b>	<b>515.00</b>	<b>316.72</b>
<b>2019/2020 Total Levy</b>	<b>56,635.80</b>	<b>104,930.00</b>	<b>162,291.00</b>	<b>43,700.00</b>	<b>25,235.00</b>	<b>34,205.76</b>

# ITEM 10.c.

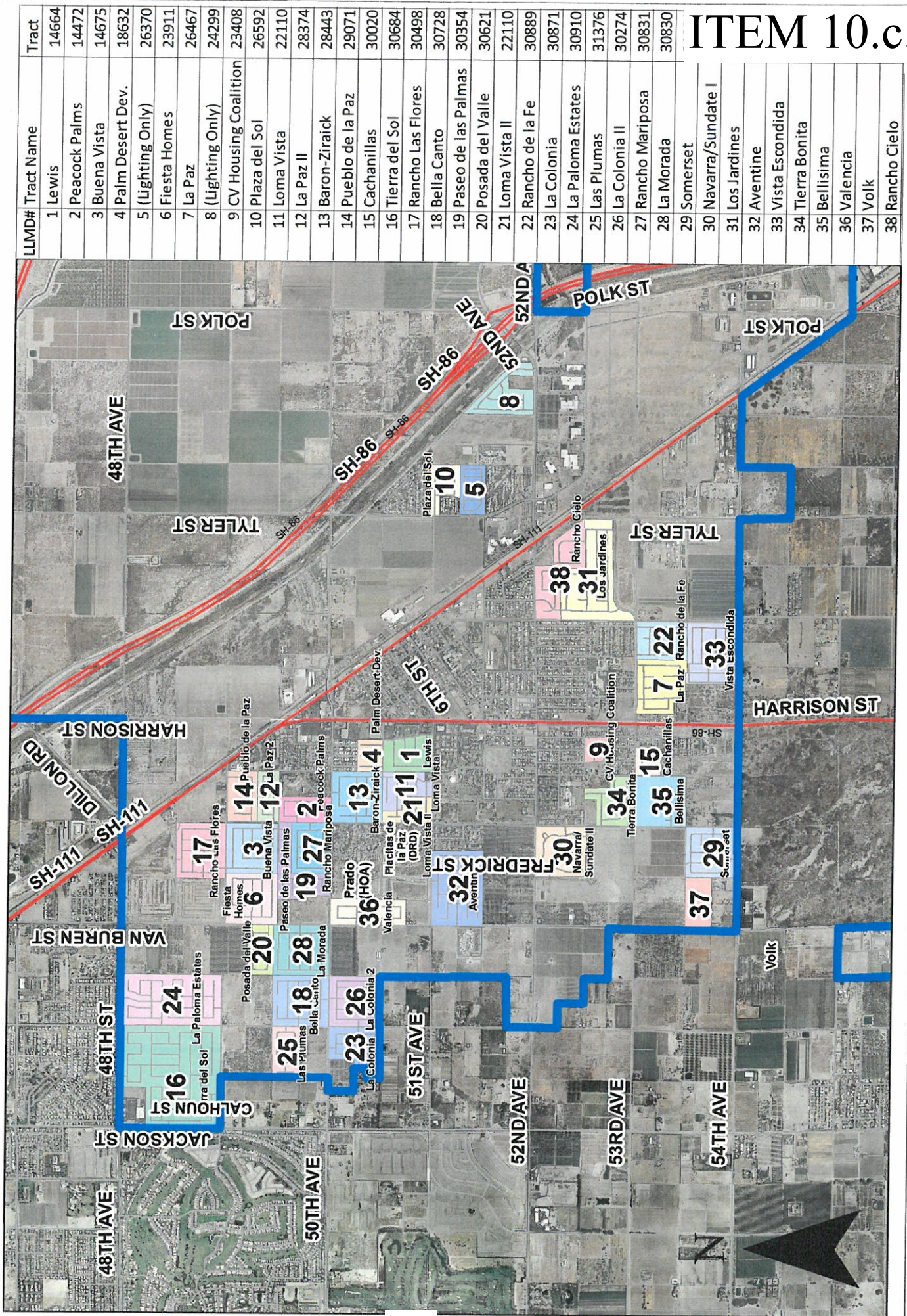
<b>District Budget Fiscal Year 2019/2020</b>		
<b>Levy Components</b>	<b>District 37</b>	<b>District 38</b>
<b>Direct Costs</b>		
Water	-	3,600.00
Electric	-	3,200.00
Tree Service	-	7,700.00
Storm Drain	-	9,200.00
Backflow	-	160.00
Repair and Maintenance	-	2,000.00
Professional Services	-	29,442.86
<b>Total Direct Costs</b>	-	<b>55,302.86</b>
<b>Administration Costs</b>		
County Administrative	-	194.00
Systems Management	-	10,544.39
<b>Total Administration Costs</b>	-	<b>10,738.39</b>
<b>Fund Balance</b>		
Projected Beginning Balance	-	35,485.00
Reserve Fund	-	27,748.43
CIP Roll Over Fund	-	4,000.00
<b>District Statistics</b>		
Total Parcels Levied	0	150
2018/2019 Levy Per Parcel	-	500.00
2018/2019 Total Levy	-	75,000.00
<b>2019/2020 Levy Per Parcel</b>	-	<b>500.00</b>
<b>2019/2020 Total Levy</b>	-	<b>75,000.00</b>

Page 1

Page 7



# Exhibit "A" City of Coachella Landscape and Lighting Districts 2012



LLMD#	Tract Name	Tract
1	Lewis	14664
2	Peacock Palms	14472
3	Buena Vista	14675
4	Palm Desert Dev.	18632
5	(Lighting Only)	26370
6	Fiesta Homes	23911
7	La Paz	26467
8	(Lighting Only)	24299
9	CV Housing Coalition	23408
10	Plaza del Sol	26592
11	Loma Vista	22110
12	La Paz II	28374
13	Baron-Ziraick	28443
14	Pueblo de la Paz	29071
15	Cachanillas	30020
16	Tierra del Sol	30684
17	Rancho Las Flores	30498
18	Bella Canto	30728
19	Paseo de las Palmas	30354
20	Posada de Valle	30621
21	Loma Vista II	22110
22	Rancho de la Fe	30889
23	La Colonia	30871
24	La Paloma Estates	30910
25	Las Plumas	31376
26	La Colonia II	30274
27	Rancho Mariposa	30831
28	La Morada	30830
29	Somersset	
30	Navarra/Sundate I	
31	Los Jardines	
32	Aventine	
33	Vista Escondida	
34	Tierra Bonita	
35	Bellissima	
36	Valencia	
37	Volk	
38	Rancho Cielo	

ITEM 10.c.



Text of Ad: 05/22/2019

RESOLUTION NO. 2019-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2019/2020 FOR CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NUMBER 1 THROUGH 38.

WHEREAS, the City Council of the City of Coachella, California (this: "City Council") has previously determined that the public interest, convenience and necessity, require the installation, construction, maintenance, servicing and operation of public lighting and landscaping and appurtenant facilities as set forth in Section 22500 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Coachella; and

WHEREAS, this City Council wishes to levy and collect annual special assessments within those assessment districts presently designated as "City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500 et seq.); and

WHEREAS, the Preliminary Engineer's Report has been prepared for fiscal year 2019/2020 for City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38 in accordance with Sections 22622 and 22565, et seq. of the California Street and Highways Code (the "Code"); and

WHEREAS, The Engineer of Work has filed with the City Clerk his report (the "Engineer's Report") containing the matters specified in Section 22567, et seq. of the Code; and

WHEREAS, the preliminary Engineer's Report has been duly presented by the City Clerk to the City Council for consideration and has been fully considered by the City Council and the City Council finds that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect.

THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Preliminary Engineer's Report, on file in the office of the City Clerk and available for inspection, is hereby approved and confirmed as filed.

Section 2. Notice is hereby given that June 26, 2019 at 6:00 p.m. in the City Council Chambers of the City of Coachella, California, 1515 Sixth Street, in the City of Coachella, State of California, is hereby fixed as the time and place for a public hearing by this City Council regarding the levying and collection of the proposed assessments for District Number 1 through 38 for fiscal year 2019/2020. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing, which protest must state all ground of objections and describe the property within the District owned by the signer of the protest.

Section 3. The City Clerk shall give notice of the public meeting and public hearing as follows:

(a) The City Clerk shall cause this resolution of intention to be published as required by Section 22500, of the California Streets and Highways Code. The Desert Sun is hereby designated as the newspaper in which the City Clerk shall publish this resolution of intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

PASSED APPROVED AND ADOPTED, this May 8, 2019, by the following vote:

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

NOES: None.

Absent: None.

Abstain: None.

ATTEST:

Bill Pattison, City Manager  
Angela Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

I hereby certify that the foregoing is true and correct copy of a resolution, being Resolution No. 2019-09 duly passed and adopted by the City Council of the City of Coachella, California at a regular meeting held this 8th day of May, 2019.

Angela Zepeda, City Clerk

Pub: 5/29, 6/5, 6/12/2019

