



AGENDA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

OF THE CITY OF COACHELLA

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

January 27, 2021

5:00 PM Closed Session

6:00 PM Regular Meeting

Pursuant to Executive Order N-29-20, this meeting will be conducted by teleconference/electronically and there will be no in-person public access to the meeting location.

- Public comments may be received **either via email, or telephonically, or via Zoom** with a limit of **250 words, or three minutes**:
 - Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required.
 - **Or**, you may leave a message at **(760)-262-6240 before 5:30 p.m.** on the day of the meeting to be added to the public comment queue and requesting a Zoom link to the meeting. **If speaking via Zoom, you must dial in by 5:45 p.m.**
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.
- **Spanish:** Para escuchar en **español**, siga los pasos anteriores para ver la transmisión en vivo, haga clic en el botón "Live", apague el audio de su computadora y escuche por teléfono llamando al (667) 776-9077.

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

ROLL CALL:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
Three (3) potential cases
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
Two (2) potential cases

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

APPROVAL OF MINUTES:

3. Regular Meeting Minutes of January 13, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

PROCLAMATIONS/PRESENTATIONS:

4. Proclamation Honoring United States Capitol Police Officer Juan Lopez, from Coachella, for his Heroic Actions
5. Presentation on Coronavirus (COVID-19) Response Efforts
6. 2021 Legislative Update by Ollin Strategies

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

7. Voucher Listings — EFT's/Utility Billing Refunds/FY 2020-21 Expenditures as of January 27, 2021, \$2,630,175.72.
8. Adopt Resolution No. 2021-07 Authorizing the City Manager to Submit a Grant Proposal and Execute the Grant Agreement for the Proposition 64 Public Health and Safety Grant Program Administered by the Board of State and Community Corrections in the Amount of \$882,000
9. Adopt Resolution No. 2021-08 Authorizing the City Manager to Submit a Grant Application to SCAG Under Its Sustainable Communities Program Housing and Sustainable Development Project Type to Prepare and Adopt Objective Design and Development Standards

- [10.](#) Quarterly Reports
- [11.](#) Authorization to file a Notice of Completion for City Project ST-119, 2020 Pavement Improvement Project.
- [12.](#) Approve Execution of Notice of Completion for City Facilities Re-Roof Project No 091520; accept project as complete and direct City Clerk to record the Notice of Completion.
- [13.](#) Authorize Rejection of Bids for On-Call HVAC Services Project No. 110220.
- [14.](#) Award Maintenance Agreement to BRC Construction for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 121720.
- [15.](#) Award Maintenance Agreement to BRC Construction for As Needed Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts Project No. 121620.
- [16.](#) Investment Report – November 2020

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [17.](#) Ordinance No. 1172, an Ordinance Regarding Commission and Committee Appointments; Establishment of Cultural and Arts Commission (*First Reading*)
- [18.](#) Resolution No. 2021-02 Approving the Creation and Funding for a Full-Time Assistant Community Development Director Position and a Full-Time Public Information Officer Position
- [19.](#) Resolution No. 2021-03 Adopting the City of Coachella 2021 Storm Water Master Plan (SWMP)
- [20.](#) Professional Service Agreement with Egan Civil, Inc. to develop final Plans, Specifications & Engineer's Estimates for the Pueblo Viejo Sustainable Transportation Project, City Project ST-130.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- [21.](#) Ordinance No. 1171 amending various provisions of the Coachella Municipal Code regarding Interim Outdoor Commercial Cannabis Cultivation in the City's Agricultural Sector. City-Initiated. (*First Reading*)
- [22.](#) Community Facilities District (CFD 2005-01) – Annexation No. 32 CV Apartments by Community Housing Opportunities Corporation (CHOC) located at 84-900 Bagdad Avenue.
 - a) Resolution No. 2021-04 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 32) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).
 - b) Resolution No. 2021-05 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 32 (Parcel Map 37833).
 - c) Resolution No. 2021-06 Canvassing The Results of The Election Held Within CFD No. 2005-01 (Area No. 32)
 - d) Ordinance No.1170 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 32 Annexed to Said District (*First Reading*)

23. Appeal of Planning Commission’s Revocation of Conditional Use Permit (CUP 312) that allowed a 3,250 sq. ft. Retail Cannabis Microbusiness on 20,000 square feet of land located at 84-161 Avenue 48 for “The Coachella Lighthouse, LLC”. City- Initiated Revocation.

24. Coachella Travel Center Project

- a) Environmental Assessment (EA 18-05) adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the development of the Coachella Travel Centre project.
- b) Ordinance No. 1148 approving Change of Zone (CZ 18-11) from A-R (Agricultural Reserve) to C-G (General Commercial).
- c) Conditional Use Permits (CUP 310 and 311) for drive-thru restaurant, car wash and truck wash facilities.
- d) Variance (VAR 18-09) to allow a four-story hotel building in excess of 50 feet in height, in the C-G (General Commercial) zone.
- e) Architectural Review (AR 18-09) to allow a new 3,800 sq. ft. convenience store with service station, 1,200 sq. ft. drive-thru restaurant, 5,555 sq. ft. restaurant, 2,677 sq. ft. car wash tunnel, 4,754 sq. ft. truck washing facility, and 11, 259 sq. ft. 4-story hotel with related infrastructure on 14.1 acres of vacant land located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager’s Comments.

ADJOURNMENT:

Complete Agenda Packets are available for public inspection on the City’s website www.coachella.org.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



City Hall Council Chamber
1515 Sixth Street, Coachella, California
(760) 398-3502 ♦ www.coachella.org

MINUTES

CITY COUNCIL REGULAR MEETING OF THE CITY OF COACHELLA

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

January 13, 2021
6:00 PM

CALL TO ORDER:

The Regular Meeting of the City Council of the City of Coachella was called to order at 6:03 p.m. by Mayor Hernandez.

ROLL CALL:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

City Treasurer Aviles and City Clerk Zepeda.

Absent: None.

Pursuant to Executive Order N-29-20 pertaining to the coronavirus/COVID-19, this meeting was conducted entirely by teleconference/electronically with no in-person public access to the meeting location.

APPROVAL OF AGENDA:

City Manager Bill Pattison asked Council to add to the agenda by 4/5 vote as Item 5a and 5b, two urgency items that came to staff's attention after the posting of the agenda.

Motion: To add to the agenda by 4/5 votes Items 5a and 5b.

Made by: Councilmember Galarza

Seconded by: Councilmember Gonzalez

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

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

There were no further modifications to the agenda.

Motion: To approve the agenda as **amended**.
Made by: Mayor Hernandez
Seconded by: Councilmember Galarza
Approved: 5-0, by a unanimous voice vote.

PLEDGE OF ALLEGIANCE:

City Manager Pattison led the Pledge of Allegiance.

APPROVAL OF MINUTES:

1. Regular Meeting Minutes of December 9, 2020, 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.
2. Special Meeting Minutes of January 1, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

PROCLAMATIONS/PRESENTATIONS:

3. Presentation on Coronavirus (COVID-19) Response Efforts

WRITTEN COMMUNICATIONS:

Emails were received and read as the items came up for discussion.

CONSENT CALENDAR:

4. Voucher Listings — EFT's/Utility Billing Refunds/FY 2020-21 Expenditures as of January 13, 2021, \$1,751,628.80.
5. Agreement with Nationwide Power Group LLC Regarding the Construction and Operation of an Electrical Substation and Other Facilities to Serve the City's Economic Development Zone

Motion: To approve per staff recommendation, Consent Calendar Items 4 and 5.
Made by: Councilmember Gonzalez
Seconded by: Councilmember Galarza
Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

5a. Request the City Attorney to draft an urgency ordinance or resolution for consideration at a future City Council meeting to restore “Hero Pay” hazard pay to front-line grocery workers at a rate of \$4 per hour, to sunset 120 days after the approval of the ordinance or resolution.

Public Comments: Luz Gallegos (*via Zoom*)
 Karina Rodriguez (*via email at 3:45 p.m. on 01-13-2021*)
 Fabiola Valenzuela (*via email at 3:45 p.m. on 01-13-2021*)
 Nydia De La Cruz (*via email at 3:45 p.m. on 01-13-2021*)
 Monika Galvez (*via email at 3:45 p.m. on 01-13-2021*)
 Nicole Arciga (*via email at 3:45 p.m. on 01-13-2021*)
 Azalia Gomez (*via email at 3:45 p.m. on 01-13-2021*)
 Alma Perez (*via email at 3:45 p.m. on 01-13-2021*)
 Aron Velarde (*via Zoom*)
 Yesenia Gonzalez (*via Zoom*)
 Amelia Arcos (*via Zoom*)
 Emmanuel Martinez (*via Zoom*)

City Clerk Zepeda noted we received approximately 50 voice mail messages in support. Many of the messages did not leave a name.

Motion: To approve per staff recommendation

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

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

5b. Authorize staff to receive invoices from the Coachella Valley Unified School District (CVUSD) for infill infrastructure work being performed on 7th Street in the Pueblo Viejo Downtown district. The total reimbursable work shall not exceed Ninety Thousand (\$90,000) dollars and shall be reimbursed from funds allocated to the Pueblo Viejo Sustainable Transportation Project ST-130.

Motion: To approve per staff recommendation

Made by: Councilmember Galarza

Seconded by: Councilmember Gonzalez

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

AYES: Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: Councilmember Beaman Jacinto.

ABSTAIN: None.

ABSENT: None.

6. Resolution No. WA-2021-01, a Resolution Extending the Temporary Suspension of Service Turnoffs During the COVID-19 State of Emergency Through March 31, 2021.

Motion: To approve per staff recommendation

Made by: Councilmember Beaman Jacinto

Seconded by: Councilmember Galarza

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

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None.

SUCCESSOR AGENCY:

7. Resolution No. SA-2021-01, Approving the Recognized Obligation Payment Schedule (ROPS) 21-22.

Motion: To approve per staff recommendation

Made by: Chair Hernandez

Seconded by: Agency Member Gonzalez

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

AYES: Agency Member Beaman Jacinto, Agency Member Delgado, Agency Member Galarza, Chair Gonzalez, and Chair Hernandez.
NOES: None.
ABSTAIN: None.
ABSENT: None.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

- Vanessa Moreno (*via Telephone*)
- Eric Lemus (*via Zoom*)

REPORTS AND REQUESTS:

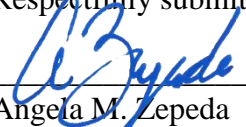
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 8:29 p.m.

Respectfully submitted,



Angela M. Lepeda
City Clerk

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, on Wednesday, January 6, 2021, United States Capitol Police (USCP) Officers and law enforcement partners responded valiantly when faced with thousands of individuals involved in violent actions as they stormed the United States Capitol Building; and

WHEREAS, this violent mob of rioters actively attacked US Capitol Police and other uniformed law enforcement officers with metal pipes, chemical irritants, and other weapons; and

WHEREAS, more than 50 United States Capitol Police Officers and Metropolitan Police Department of the District of Columbia sustained injuries during the attack on the Capitol, with several USCP officers hospitalized with serious injuries, including one death; and

WHEREAS, as protesters were forcing their way toward the House Chamber where Members of Congress were sheltering in place, sworn **U.S. Capitol Police Officer Juan Lopez** from Coachella, heroically protected members of Congress; and

WHEREAS, a video from inside the Capitol shows Officer Lopez struggling to hold back the violent mob of rioters who pepper sprayed him six times; and

WHEREAS, U.S. Representative Dr. Raul Ruiz said he was protected by Lopez, who he'd mentored since he was a senior at Coachella Valley High School. Ruiz stated he's "so grateful for and proud of Juan;" and

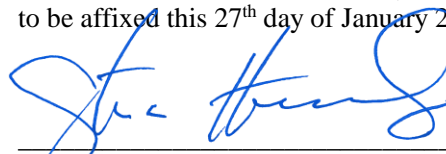
WHEREAS, the actions of U.S. Capitol Police Officer Juan Lopez are heroic and we recognize his invaluable contributions to protect the Members of Congress and their employees, and the United States Capitol building.

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

Juan Lopez

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

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 27th day of January 2021.



Steven A. Hernandez, Mayor
City of Coachella, California

apChkLst
01/11/2021 11:41:30AM

Check List
City of Coachella

Bank : ewfb EFT FOR 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>
81	1/11/2021	49809	RAICES CULTURA	004	12/30/2020 CORONAVIRUS RELIEF FUNC	2,097.07	2,097.07
T FOR WELLS FARGO BANK -SEPARATE CHECK:							2,097.07

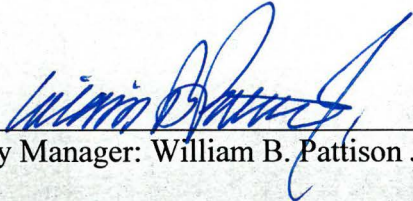
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109932	1/11/2021	54032	ACEVES, CUCA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109933	1/11/2021	49615	BANDA, MARIA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109934	1/11/2021	53978	BORJA, MARIA D.	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109935	1/11/2021	54038	BURGOS, ANGELA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	84.00	84.00
109936	1/11/2021	53975	CARDENAS, MARGARITA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109937	1/11/2021	54043	CHAVEZ, DENISSE	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109938	1/11/2021	54040	COTA, ELIZABETH	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109939	1/11/2021	01848	DAVE BANG ASSOC., INC.	CA48938	7/15/2020	JENSEN RBBR BUCKET TOT	1,095.75	1,095.75
109940	1/11/2021	50844	FAUSTO, ALMA ROSA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	88.00	88.00
109941	1/11/2021	53986	FIGUEROA, YANET	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109942	1/11/2021	54035	GARCIA, CLAUDIA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109943	1/11/2021	54031	GIL, MARIA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109944	1/11/2021	54037	HERNANDEZ, MELISSA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109945	1/11/2021	54036	MARTINEZ, MIRELLA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109946	1/11/2021	53989	MEZA, LUZ B.	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109947	1/11/2021	53972	PALMA, CRUZ AIDA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109948	1/11/2021	53971	RIVERA, MARIA E.	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109949	1/11/2021	54029	RIVERA, YESENIA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	134.00	134.00
109950	1/11/2021	54042	ROBERTS, JENNIFER	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	84.00	84.00
109951	1/11/2021	54039	TERAN, GRISELDA S.	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109952	1/11/2021	54033	VALADEZ, FRANCISCO	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109953	1/11/2021	54041	VALENCIA, LORENA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109954	1/11/2021	54034	VASQUEZ, LETICIA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
109955	1/11/2021	54030	ZAVALA, BRENDA	Refund	1/11/2021	SB 243 BUSINESS LICENSE F	184.00	184.00
Sub total for WELLS FARGO BANK:								4,981.75

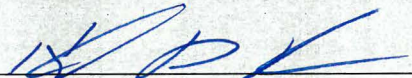
25 checks in this report.

Grand Total All Checks: 7,078.82

Date: January 11, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82	1/27/2021	45929	BECK OIL, INC.	40812CL	12/15/2020 PE12/15 ENG DEPT FUEL	100.43	
				40813CL	12/15/2020 PE12/15 BLDG/PLANNING DE	167.57	
				40818CL	12/15/2020 PE12/15 STREETS DEPT FUE	1,212.01	
				40820CL	12/15/2020 PE12/15 WATER DEPT FUEL	628.97	
				40823CL	12/15/2020 PE12/15 PARKS DEPT FUEL	739.99	
				40846CL	12/15/2020 PE12/15 VEHICLE MAINT DEF	211.97	
				40847CL	12/15/2020 PE12/15 SENIOR CNTR FUEL	280.64	
				40856CL	12/15/2020 PE12/15 CODE ENF DEPT FU	475.22	
				40867CL	12/15/2020 PE12/15 SANITARY DEPT FUE	396.28	
				40876CL	12/15/2020 PE12/15 BLDG MAINT DEPT F	162.97	
				40877CL	12/15/2020 PE12/15 ADMIN DEPT FUEL	6.06	4,382.11
83	1/27/2021	46730	CALPERS	1000000162788	12/22/2020 2021 REPLACEMENT BENEFIT	10,007.76	10,007.76
84	1/27/2021	53915	CLEAN HARBORS ENVIRONM	2006342143-001	12/17/2020 12/11 SPILL CLEANUP CONTA	3,992.80	3,992.80
85	1/27/2021	53935	FOAM EXPERTS ROOFING, IN2		12/30/2020 PE12/30 RE-ROOF PJCT AT C	4,504.00	
				1	12/7/2020 PE12/7 RE-ROOF PJCT AT CI	137,739.00	142,243.00
86	1/27/2021	31705	RIVERSIDE COUNTY FIRE DE	233746	12/15/2020 FY20/21- 1ST QTR FIRE PRO	687,195.77	687,195.77
87	1/27/2021	32950	SAFETY-KLEEN SYSTEMS, IN	84821000	12/16/2020 30G PARTS WASHER	257.12	
				84969977	12/16/2020 21G520X-PSB-DR55-VT PCEC	614.79	871.91
88	1/27/2021	52924	SIEMENS MOBILITY, INC.	5610245153	11/29/2020 OCT2020 TRAFFIC SIGNAL M	1,812.80	
				5620032817	11/29/2020 OCT2020 TRAFFIC SIGNAL C,	947.63	2,760.43
89	1/27/2021	02001	UNION BANK	COACHELLAW1	11/11/2021 WATER REVENUE REFUNDIN	148,256.33	148,256.33
T FOR WELLS FARGO BANK -SEPARATE CHECK:							999,710.11

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109956	1/27/2021	48977	ADT COMMERCIAL	137473966	12/2/2020	JAN2021 ALARM/EXT SVC PR	626.74
				137473967	12/2/2020	JAN2021 ALARM/EXT SVC PR	1,023.39
				137473968	12/2/2020	JAN2021 CELL/ESUITE/ALARM	62.00
				137473969	12/2/2020	JAN2021 CELL/EXT SVC PRO	27.00
109957	1/27/2021	46835	AIR AND HOSE SOURCE, INC.	405956	12/10/2020	HIGH PRESSURE SPRAY GUN	65.01
109958	1/27/2021	53088	ALL SMOG CENTER	001999	11/24/2020	SMOG CK, '07 HONDA CIVIC,	35.00
				002003	11/24/2020	SMOG CK, '16 FORD TAURUS	35.00
				002006	11/24/2020	SMOG CK, '08 FORD RANGEF	35.00
				002010	11/24/2020	SMOG CK, '14 FORD F150 XL	35.00
				002013	11/24/2020	SMOG CK, '07 FORD RANGEF	35.00
				002014	11/24/2020	SMOG CK, '06 FORD RANGEF	35.00
				002019	11/24/2020	SMOG CK, '08 FORD RANGEF	35.00
				002021	11/24/2020	SMOG CK, '04 FORD RANGEF	35.00
				002026	11/24/2020	SMOG CK, '03 FORD RANGEF	35.00
				002041	11/24/2020	SMOG CK, '06 FORD F150, 12	35.00
				002043	11/24/2020	SMOG CK, '02 CHEVY S10, 10	35.00
				002054	11/24/2020	SMOG CK, '15 FORD F250, 14	35.00
				002055	11/24/2020	SMOG CK, '06 ISUZU, 121603	50.00
				002090	11/30/2020	SMOG CK, '08 UTILITY VAN	60.00
				002106	12/2/2020	SMOG CK, '07 FORD RANGEF	35.00
				002107	12/2/2020	SMOG CK, '02 CHEVY S10, 10	35.00
				002118	12/3/2020	SMOG CK, '06 FORD RANGEF	35.00
				002156	12/10/2020	SMOG CK, '08 FORD ESCAPE	35.00
				002158	12/10/2020	SMOG CK, '02 CHEVY S10, 11	35.00
				002164	12/10/2020	SMOG CK, '03 FORD RANGEF	35.00
109959	1/27/2021	51894	ALPHA MEDIA LLC	523174-2	12/13/2020	12/1-8 AD SPOT: COVID-19 TE	1,740.00
				527170-1	12/31/2020	DEC2020 AD SPOT: HOLIDAY	5,093.00
109960	1/27/2021	01436	AMERICAN FORENSIC NURSE	74120	12/17/2020	SEPT2020 BLOOD DRAW	55.00
109961	1/27/2021	42837	ARAMARK UNIFORM SERVICE	DEC2020	12/31/2020	PE12/31 UNIFORMS, MATS &	1,977.63
				DEC2020 CC	12/31/2020	PE12/31 MATS & MOPS	258.63
				DEC2020 SAN	12/31/2020	PE12/31 UNIFORMS, MATS &	703.63
109962	1/27/2021	48669	AUTOZONE	5552971071	12/10/2020	OIL ABSORBENT (APPLIED O	14.71
109963	1/27/2021	02187	BENLO R.V. II	12886	12/16/2020	18GAL PROPANE	76.14
109964	1/27/2021	53109	BIO SOCAL	C1421	1/4/2021	12/31 CLEANING/DISINFECTII	1,295.00
							1,739.13
							65.01
							740.00
							6,833.00
							55.00
							2,939.89
							14.71
							76.14
							1,295.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109965	1/27/2021	49486	BRC CONSTRUCTION	20211101	1/4/2021 RECONSTRUCT MASONRY W	4,950.00	
				20211102	1/4/2021 RPR'D FENCING @ DIST 25	2,400.00	7,350.00
109966	1/27/2021	53746	CANNABIZ CONSULTING GRC	Aug 2020	10/23/2020 PE8/31 CANNABIS CONSULTI	4,150.00	
				Sept 2020	10/23/2020 PE9/30 CANNABIS CONSULTI	3,500.00	
				Oct 2020	12/31/2020 PE10/31 CANNABIS CONSULT	3,100.00	
				Nov 2020	12/31/2020 PE11/30 CANNABIS CONSULT	2,000.00	12,750.00
109967	1/27/2021	07950	CITY OF COACHELLA	Nov 2020	11/30/2020 NOV2020 WATER- ST, PARKS	21,873.21	
				Nov 2020-LLD's	11/30/2020 NOV2020 WATER- LLD'S	16,477.46	38,350.67
109968	1/27/2021	53964	CITY OF COACHELLA	2021 Grant	1/19/2021 CANNABIS EQUITY GRANT PI	9,833.00	
				2021 Grant	1/19/2021 CANNABIS EQUITY GRANT PI	9,833.00	
				2021 Grant	1/19/2021 CANNABIS EQUITY GRANT PI	9,833.00	29,499.00
109969	1/27/2021	53220	COACHELLA ACE HARDWARE	1365/1	12/3/2020 SURGE PROTECTOR	18.47	
				1376/1	12/6/2020 BLUE RHINO NEW TANK	54.36	
				1464/1	1/7/2021 MOUNTING TAPE, STRAP RIC	103.32	
				1411/1	12/19/2020 SPRYPNT D ERASE, ETC	72.84	
				1421/1	12/24/2020 SCREW DW PH & STAPLE GL	27.16	
				1424/1	12/26/2020 AIRWICK OIL	18.68	
				1452/1	1/5/2021 MISC FASTENERS, ETC	15.33	310.16
109970	1/27/2021	01924	CONSOLIDATED ELECTRICAL	3298-417994	12/9/2020 30W MOGAL 55K 150/175 HPS	818.90	818.90
109971	1/27/2021	00749	COUNTY OF RIVERSIDE	SH0000038294	12/16/2020 10/22-11/18 LAW ENFORCEMI	691,772.62	691,772.62
109972	1/27/2021	49858	CV PIPELINE CORP.	S2490	12/16/2020 STORM DRAIN SYSTEM MAIN	9,620.00	
				S2491	12/21/2020 STORM DRAIN SYSTEM MAIN	14,000.00	23,620.00
109973	1/27/2021	44718	DAMARA'S FLOWERS	5332	12/21/2020 FLORAL ARRANGEMENT: BAI	100.00	100.00
109974	1/27/2021	51867	DEMBOYZ, INC.	85602	10/16/2020 10/16 SVC CALL @ CORP YAF	210.00	210.00
109975	1/27/2021	12870	DEPARTMENT OF JUSTICE	486139	12/7/2020 NOV2020 BLOOD ALCOHOL A	140.00	140.00
109976	1/27/2021	44836	DESERT CITY GLASS, INC	31565	11/25/2020 INSTLL'D FIRE EXTINGUISHE	102.00	102.00
109977	1/27/2021	01089	DESERT ELECTRIC SUPPLY	S2772162.002	12/9/2020 GCM2-60J-MV-40K-3R-GY-15f	1,490.67	1,490.67
109978	1/27/2021	52970	DESERT POOL SPECIALISTS,	124751	12/31/2020 JAN2021 FOUNTAIN SVCS	400.00	400.00
109979	1/27/2021	53799	ENTERPRISE FLEET MGMT.,	IFBN4103097	12/3/2020 DEC2020 LEASE CHRGS ('20	5,551.90	5,551.90
109980	1/27/2021	44713	FARMER BROTHERS CO.	85670520	1/12/2021 COFFEE MED RST	95.16	95.16
109981	1/27/2021	51494	GARDA CL WEST, INC.	10614548	1/1/2021 JAN2021 ARMORED TRANSP	626.43	
				10614563	1/1/2021 JAN2021 CASHLINK MAINTEN	823.05	1,449.48
109982	1/27/2021	54047	GONZALEZ, ADRIANA	2021 Grant	1/19/2021 CANNABIS EQUITY GRANT PI	140,167.00	140,167.00
109983	1/27/2021	54028	GONZALEZ, CRISTIAN	Turf Rbt	10/26/2020 TURF REMOVAL REBATE- PR	5,760.00	5,760.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109984	1/27/2021	00207	GRAINGER INC	9744802837	12/11/2020	PARKING LOT LIGHT FIXTUR	127.68	
				9746883157	12/14/2020	PHOTOCONTROL & GLOVES	1,418.30	1,545.98
109985	1/27/2021	54044	HEYDAY RECORDS AND EVEN	12262020	12/26/2020	12/26-1/2 LIGHTING SVCS	800.00	
				1411	11/24/2020	12/4-26 INSTLL'D PROJECTOI	2,460.00	3,260.00
109986	1/27/2021	00996	HOME DEPOT	8181761	12/15/2020	6.5IN POINSETTIA	813.45	813.45
109987	1/27/2021	20450	IMPERIAL IRRIGATION DISTRI	50035560-DC20	1/5/2021	AC50035560, 11/26-12/30, ST I	19,127.04	
				50035560-NV20	11/30/2020	AC50035560, 10/28-11/25, ST I	19,127.04	
				50035755-DC20	12/31/2020	AC50035755, 11/24-12/30, PUN	51.18	
				50035836-NV20	12/8/2020	AC50035836, 11/3-12/2, WELL	60.88	
				50217597-NV20	12/8/2020	AC50217597, 11/3-12/2	41.11	
				50387122-NV20	12/9/2020	AC50387122, 11/3-12/2, SEWE	28,045.22	
				50404153-NV20	12/8/2020	AC50404153, 11/3-12/2	94.02	
				50404154-NV20	12/8/2020	AC50404154, 11/3-12/2	13.19	
				50404155-NV20	12/8/2020	AC50404155, 11/3-12/2	91.35	
				50408460-DC20	12/31/2020	AC50408460, 11/24-12/30, WE	5,169.91	
				50416425-NV20	12/8/2020	AC50416425, 11/3-12/2	120.95	
				50434217-DC20	12/31/2020	AC50434217, 11/24-12/30	51.42	
				50459795-DC20	12/31/2020	AC50459795, 11/24-12/30	51.06	
				50734422-NV20	12/8/2020	AC50734422, 11/3-12/2	50.35	
				50734422-DC20	1/8/2021	AC50734422, 12/3-1/5	54.46	
				MdNV-MdDC	12/16/2020	MID NOVEMBER-MID DECEM	47,465.47	
				50459796-DC20	12/31/2020	AC50459796, 11/24-12/30	101.66	
				50459819-DC20	12/31/2020	AC50459819, 11/24-12/30	76.55	
				50487676-NV20	12/8/2020	AC50487676, 11/3-12/2	13.43	
				50516108-NV20	12/8/2020	AC50516108, 11/3-12/2	13.40	
				50522793-DC20	12/31/2020	AC50522793, 11/25-12/29, SC/	14.15	
				50527782-NV20	12/8/2020	AC50527782, 11/3-12/2	12.34	
				50642002-NV20	12/8/2020	AC50642002, 11/3-12/2	113.56	
				50642141-NV20	12/8/2020	AC50642141, 11/3-12/2	36.77	
				50705542-NV20	12/8/2020	AC50705542, 11/3-12/2	633.68	
				50705544-NV20	12/8/2020	AC50705544, 11/3-12/2, PERM	124.83	
				50733502-NV20	12/8/2020	AC50733502, 11/3-12/2	29.93	
				50733502-DC20	1/8/2021	AC50733502, 12/3-1/5	32.98	120,817.93
109988	1/27/2021	45757	IMPERIAL IRRIGATION DISTRI	4029660	1/5/2021	ENERGIZE ST LIGHT POLE @	458.87	458.87

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109989	1/27/2021	45108	IMPERIAL SPRINKLER SUPPL	4433709-01	12/3/2020	LUMINAIRE REPLACEMENT L	489.38
				4447356-00	12/1/2020	LONG HANDLE HEDGE SHEA	146.82
				4450155-00	12/2/2020	KNEE PAD	58.70
				4453236-00	12/4/2020	MICRO FLOOD BUBBLER	56.02
				4453915-00	12/4/2020	RAINBIRD 1" PLASTIC INLINE	238.40
				4454298-00	12/7/2020	FERTYARA CALCIUM NITRATI	1,182.99
				4454298-01	12/10/2020	FERTYARA CALCIUM NITRATI	591.49
				4454298-02	12/10/2020	FERTYARA CALCIUM NITRATI	591.49
				4458820-00	12/9/2020	1" PVC PIPE CUTTER, ETC	134.03
				4459696-00	12/9/2020	FERTYARA CALCIUM NITRATI	309.83
				4466435-00	12/15/2020	RAINBIRD 1 1/2" INLINE PLAS	108.92
				4467996-00	12/16/2020	RAINBIRD 1" PLASTIC INLINE	84.16
				4470849-00	12/18/2020	STAPLE 11 GAUGE 6" JUTE S	5.18
				4471558-00	12/18/2020	SLIP FIX & COUPLING SCH40	12.85
109990	1/27/2021	53152	KPST-FM	556815-1	11/29/2020	10/26-11/9 AD SPOT: COVID T	1,500.00
109991	1/27/2021	54046	LERMA, ARMANDO M.	2021 Grant	1/19/2021	CANNABIS EQUITY GRANT PI	140,167.00
109992	1/27/2021	52037	LILBURN CORPORATION	20-1238	12/10/2020	11/9-12/6 KPC COACHELLA PI	840.00
109993	1/27/2021	50501	LIVESCAN MGMT GROUP, INC	12312020COC	12/31/2020	INSTLL'D CITY OF COACHELL	100.00
109994	1/27/2021	51579	METLIFE- GROUP BENEFITS	Jan2021	1/7/2021	JAN2021 DENTAL/VISION/LIFE	9,886.33
109995	1/27/2021	50099	MIDWAY VACUUM & JANITOR	90368	1/5/2021	INSTLL'D AXLE SCREWS, ETC	40.00
109996	1/27/2021	44714	NV5, INC.	193350	12/28/2020	PE11/28 GRAPEFRUIT BLVD L	482.50
109997	1/27/2021	52757	OLLIN STRATEGIES	174	1/15/2021	JAN2021 CONSULTING SVCS	5,000.00
109998	1/27/2021	47192	O'REILLY AUTO PARTS	2855-282822	12/15/2020	CLAY KIT, DETAIL WIPES & BI	35.85
				2855-282860	12/15/2020	BATTERY	158.11
				2855-282892	12/15/2020	ALTERNATOR	176.10
				2855-286290	12/26/2020	3PK PAPER	8.68
				2855-290633	1/10/2021	SEALED BEAM	47.33
109999	1/27/2021	54048	PALACIOS, DIANA	2021 Grant	1/19/2021	CANNABIS EQUITY GRANT PI	140,167.00
110000	1/27/2021	02028	PETE'S ROAD SERVICE, INC.	462411-00	12/8/2020	SVC CALL: MOTORGRADER F	171.55
				464760-00	12/19/2020	FLAT REPAIR	27.11
110001	1/27/2021	52389	POWER SECURITY GROUP IN	4535	12/31/2020	DEC2020 PATROL SVCS	5,392.00
				4536	12/31/2020	DEC2020 SECURITY GRD SV	3,744.00
110002	1/27/2021	52344	QUADIENT FINANCE USA, INC	CD 12/13/20	12/13/2020	NOV-DEC2020 POSTAGE BY I	3,052.26
110003	1/27/2021	52327	QUADIENT LEASING USA, INC	N8635086	12/20/2020	JA-AP2021, LSE #N17071771-	826.50

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110004	1/27/2021	53552	QUENCH USA, INC.	INV02811944	12/1/2020 AC D347648, DEC2020 RNTL,	32.63	
				INV02870238	1/4/2021 AC D347651, JAN2021 RNTL,	32.63	65.26
110005	1/27/2021	47658	RUIZVA L. PEST CONTROL	104	12/22/2020 DEC2020 SVCS @ FIRE STAT	65.00	65.00
110006	1/27/2021	00382	SAFEGUARD BUSINESS SYS	1034387622	1/14/2021 W-2 BLANK FORMS & ENVEL	175.71	175.71
110007	1/27/2021	01830	SAM'S FENCE INC.	18610	12/17/2020 RAZOR RIBBON COIL	96.98	96.98
110008	1/27/2021	44581	SIGNARAMA	INV-104153	12/24/2020 RPR'D STREET MONUMENT	1,856.21	1,856.21
110009	1/27/2021	35000	SMART & FINAL	679533	1/6/2021 SOFT DRINKS & SUGAR	57.75	57.75
110010	1/27/2021	35450	SOCALGAS	1377 6th-DC20	12/28/2020 AC 012 623 3701 5, 11/23-12/2	128.76	
				1500 6th-DC20	12/28/2020 AC 020 678 1257 4, 11/23-12/2	154.50	
				1515 6th-DC20	12/28/2020 AC 031 523 3700 6, 11/23-12/2	212.09	
				1517 6th-DC20	12/28/2020 AC 010 594 4824 9, 11/23-12/2	35.92	
				1540 7th-DC20	12/28/2020 AC 008 423 3900 4, 11/23-12/2	118.95	
				84626Bag-DC20	12/28/2020 AC 153 323 6215 9, 11/23-12/2	226.79	
				87075Av54-DC2	12/28/2020 AC 123 573 5834 5, 11/23-12/2	47.88	
				BagPool-DC20	12/28/2020 AC 069 323 6500 7, 11/23-12/2	14.79	939.68
110011	1/27/2021	52595	STAPLES BUSINESS CREDIT	7314778248-0-1	9/28/2020 STAPLES COPY SELECT, WIF	120.54	
				7315004079-0-4	12/10/2020 PURELL TFX GEL HD SNTZR	81.66	
				7319716221-0-1	12/11/2020 BPA FREE THERMA, RUBBER	440.06	
				7319716221-0-2	12/9/2020 EPSON SJIC18K INK CART	99.18	
				7320116906-0-1	12/10/2020 AVY INK/LSR FILE FLDR, PUS	146.39	887.83
110012	1/27/2021	00102	SUNLINE TRANSIT AGENCY	INV04712	1/6/2021 DEC2020 CNG FUEL	478.83	478.83
110013	1/27/2021	53897	THE GATE GUY	1020	12/29/2020 RPLC'D CORP YARD MAIN GA	4,602.00	4,602.00
110014	1/27/2021	38250	TOPS N BARRICADES	1085497	12/7/2020 CAUTION TAPE BANNER	143.55	
				1085558	12/9/2020 12/3-9 CHNGBLE MSG SIGN F	1,680.00	
				1085724	12/21/2020 12/11-21 CHNGBLE MSG SIGN	2,625.00	
				1085868	12/31/2020 12/29-31 CHNGBLE MSG SIGN	1,080.00	5,528.55
110015	1/27/2021	44978	TRI-STATE MATERIALS, INC.	93612	12/10/2020 4-8" ANTIQUE BROWN RUBBI	1,491.38	1,491.38

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110017	1/27/2021	50229	URBAN HABITAT ENVIRONME6009	11/30/2020	11/2 RPR'D IRRGTN @ DIST 1	315.76	
			6010	11/16/2020	LANDSCAPE ENHANCEMENT	2,850.00	
			6014	11/30/2020	11/3 RPR'D IRRGTN @ DIST 3	111.21	
			6015	11/30/2020	11/4 RPR'D IRRGTN @ DIST 1	355.39	
			6016	11/30/2020	11/5 RPR'D IRRGTN @ DIST 1	123.69	
			6017	11/30/2020	11/6 RPR'D IRRGTN @ DIST 1	159.01	
			6018	11/30/2020	11/6 RPR'D IRRGTN @ DIST 1	254.41	
			6019	11/30/2020	11/6 RPR'D IRRGTN @ DIST 2	249.33	
			6020	11/30/2020	11/9 RPR'D IRRGTN @ DIST 2	86.71	
			6021	11/30/2020	11/9 RPR'D IRRGTN @ DIST 1	211.94	
			6022	11/30/2020	11/10 RPR'D IRRGTN @ DIST	218.86	
			6025	11/19/2020	LANDSCAPE ENHANCEMENT	9,324.00	
			6026	11/19/2020	LANDSCAPE ENHANCEMENT	357.00	
			6080	12/31/2020	11/19 RPR'D IRRGTN @ DIST	79.52	
			6128	12/31/2020	12/15 RPR'D IRRGTN @ DIST	90.84	
			6129	12/31/2020	12/15 RPR'D IRRGTN/VNDLSM	368.47	
			6130	12/31/2020	12/15 RPR'D IRRGTN/VNDLSM	142.11	
			6131	12/31/2020	12/16 RPR'D IRRGTN @ DIST	243.11	
			6132	12/31/2020	12/16 RPR'D IRRGTN/VNDLSM	80.06	
			6133	12/31/2020	DEC2020 LANDSCAPE MAINT	47,504.41	
			6024	11/19/2020	LANDSCAPE ENHANCEMENT	713.00	
			6081	12/31/2020	11/19 RPR'D IRRGTN @ DIST	69.15	
			6082	12/31/2020	11/19 RPR'D IRRGTN @ DIST	157.98	
			6083	12/31/2020	11/19 RPR'D IRRGTN @ DIST	139.45	
			6084	12/31/2020	11/19 RPR'D IRRGTN @ DIST	74.27	
			6085	12/31/2020	11/20 RPR'D IRRGTN @ DIST	342.06	
			6086	12/31/2020	11/23 RPR'D IRRGTN @ DIST	184.25	
			6087	12/31/2020	11/23 RPR'D IRRGTN @ DIST	168.92	
			6088	12/31/2020	11/24 RPR'D IRRGTN @ DIST	304.70	
			6117	12/31/2020	12/7 RPR'D IRRGTN @ DIST 3	146.81	
			6118	12/31/2020	12/8 RPR'D IRRGTN @ DIST 2	352.52	
			6119	12/31/2020	12/8 RPR'D IRRGTN @ DIST 1	78.19	
			6120	12/31/2020	12/8 RPR'D IRRGTN/VNDLSM	249.37	
			6121	12/17/2020	12/9 RMV'D TREE @ DIST 16	266.00	
			6122	12/31/2020	12/9 RPR'D IRRGTN @ DIST 1	192.49	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
			6123	12/31/2020	12/10 RPR'D IRRGTN @ DIST	285.92		
			6124	12/31/2020	12/10 RPR'D IRRGTN @ DIST	91.19		
			6125	12/31/2020	12/11 RPR'D IRRGTN @ DIST	64.86		
			6126	12/31/2020	12/14 RPR'D IRRGTN @ DIST	195.82		
			6127	12/31/2020	12/14 RPR'D IRRGTN @ DIST	151.12		
			6148	12/30/2020	LANDSCAPE ENHANCEMENT	5,450.00		
			6089	12/31/2020	11/24 RPR'D IRRGTN @ DIST	198.43		
			6090	12/31/2020	11/25 RPR'D IRRGTN @ DIST	267.99		
			6093	12/31/2020	11/25 RPR'D IRRGTN @ DIST	141.58		
			6101	12/31/2020	11/28 RPR'D IRRGTN @ DIST	252.21		
			6102	12/31/2020	11/28 RPR'D IRRGTN @ DIST	157.71		
			6103	12/31/2020	11/30 RPR'D IRRGTN @ DIST	94.70		
			6104	12/31/2020	12/1 RPR'D IRRGTN @ DIST 2	300.05		
			6105	12/31/2020	12/2 RPR'D IRRGTN @ DIST 2	267.42		
			6106	12/31/2020	12/2 RPR'D IRRGTN @ DIST 1	240.44		
			6107	12/31/2020	12/3 RPR'D IRRGTN @ DIST 2	142.91		
			6108	12/31/2020	12/3 RPR'D IRRGTN @ DIST 3	84.30		
			6115	12/31/2020	12/4 RPR'D IRRGTN @ DIST 1	123.19		
			6116	12/17/2020	12/6 RPR'D IRRGTN @ DIST 2	182.13	75,256.96	
110018	1/27/2021	54045	VELA, ADOLFO MIRANDA	Turf Rbt	12/14/2020	TURF REMOVAL REBATE- PR	2,393.28	2,393.28
110019	1/27/2021	53173	VERIZON CONNECT NWF, INC	OSV000002295	12/1/2020	NOV2020 GPS MONITORING	1,259.05	1,259.05
110020	1/27/2021	44966	VERIZON WIRELESS	9868142576	12/1/2020	AC371867190-00001, 11/2-12/	5,906.74	
				9868142577	12/1/2020	AC371867190-00002, 11/2-12/	281.56	
				9869711611	12/22/2020	AC571164685-00001, 11/23-12.	45.89	
				9870263761	11/1/2021	AC371867190-00002, 12/2-1/1	276.92	6,511.11
110021	1/27/2021	50629	VINTAGE ASSOCIATES, INC	218896	12/15/2020	DEC2020 LNDSCPE MAINT @	10,845.40	
				219191	12/23/2020	INSTLL'D PLANTS @ CITY HA	426.00	
				219192	12/23/2020	INSTLL'D PLANTS @ SHADY I	1,284.00	
				218897	12/15/2020	DEC2020 LNDSCPE MAINT @	8,832.00	
				218898	12/15/2020	DEC2020 LNDSCPE MAINT @	4,950.00	
				218904	12/15/2020	DEC2020 LNDSCPE MAINT @	3,850.80	30,188.20
110022	1/27/2021	53200	WEST CALI PLUMBING	001021	12/19/2020	INSTLL'D SHOWER VALVE HA	140.00	
				001022	12/21/2020	RPR'D AIR COMPRESSOR @	180.00	320.00

Bank : wfb WELLS FARGO BANK (Continued)

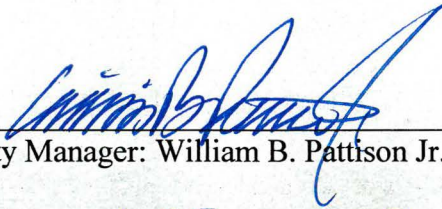
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110023	1/27/2021	49778	WEST COAST ARBORIST, INC165084	9/28/2020	PE9/28 TREE MAINT @ LLMD	970.00	
			167354	11/16/2020	PE11/16 TREE MAINT @ STRI	250.00	
			167357	11/19/2020	PE11/19 TREE MAINT @ LLMI	1,332.00	
			167358	11/20/2020	PE11/20 TREE MAINT @ LLMI	4,380.00	
			167361	11/23/2020	PE11/23 TREE MAINT @ LLMI	6,549.00	
			167362	11/24/2020	PE11/24 TREE MAINT @ LLMI	780.00	
			167355	11/17/2020	PE11/17 TREE MAINT @ LLMI	988.00	
			167356	11/18/2020	PE11/18 TREE MAINT @ LLMI	5,850.00	
			167359	11/21/2020	PE11/21 TREE MAINT @ LLMI	160.00	
			167363	11/25/2020	PE11/25 TREE MAINT @ LLMI	2,392.00	
			167364	11/30/2020	PE11/30 TREE MAINT @ LLMI	2,416.00	
			167884	12/8/2020	PE12/8 TREE MAINT @ LLMD	52.00	
			167898	12/11/2020	PE12/11 TREE MAINT @ LLMI	1,300.00	
			167900	12/15/2020	PE12/15 TREE MAINT @ LLMI	3,276.00	
			167365	11/30/2020	PE11/30 TREE MAINT @ STRI	1,314.00	
			167897	12/10/2020	PE12/10 TREE MAINT @ LLMI	5,014.00	
			167879	12/7/2020	PE12/7 TREE MAINT @ LLMD	52.00	
			167886	12/9/2020	PE12/9 TREE MAINT @ LLMD	2,596.00	
			167697	12/15/2020	PE12/15 TREE MAINT @ PARI	6,865.00	
			167874	12/2/2020	PE12/2 TREE MAINT @ LLMD	652.00	
			167875	12/3/2020	PE12/3 TREE MAINT @ LLMD	260.00	
			167877	12/5/2020	PE12/5 TREE MAINT @ LLMD	1,383.00	
			167878	12/6/2020	PE12/6 TREE MAINT @ LLMD	1,144.00	
			167873	12/1/2020	PE12/1 TREE MAINT @ LLMD	540.00	
			167876	12/4/2020	PE12/4 TREE MAINT @ LLMD	1,196.00	51,711.00
110024	1/27/2021	00384	WILLDAN FINANCIAL SERVICE002-23485	11/4/2020	OCT2020 BLDG & SAFETY SV	6,840.00	
			002-23600	12/2/2020	NOV2020 BLDG & SAFETY SV	5,965.00	12,805.00
110025	1/27/2021	00384	WILLDAN FINANCIAL SERVICE010-46567	12/21/2020	JAN-MAR2021 ADMIN SVCS, (2,675.71	2,675.71
110026	1/27/2021	53596	XTREME HEATING AND AIR 2042	12/17/2020	RPR'D HEATING @ SENIOR C	1,667.50	1,667.50
110027	1/27/2021	42100	ZUMAR INDUSTRIES INC 91025	12/9/2020	SNS- COACHELLA SPEC	1,733.89	
			91057	12/14/2020	SNS- COACHELLA SPEC	2,201.58	
			91058	12/14/2020	SNS- COACHELLA SPEC	1,158.74	
			91060	12/14/2020	SNS- COACHELLA SPEC	611.39	5,705.60

Sub total for WELLS FARGO BANK: 1,623,162.84

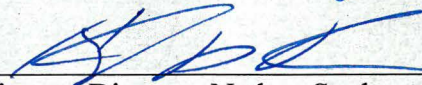
79 checks in this report.

Grand Total All Checks: 2,622,872.95

Date: January 27, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

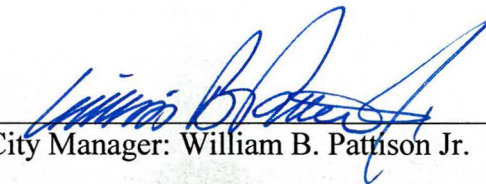
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
110028	1/27/2021	54050	BECERRA, RUBEN	Ref000216622	1/19/2021	UB Refund Cst #00048720	97.34	97.34
110029	1/27/2021	54049	GARCIA, RAFAEL	Ref000216621	1/19/2021	UB Refund Cst #00043691	56.17	56.17
110030	1/27/2021	54052	INLAND PROPERTY SOLLUTIC	Ref000216624	1/19/2021	UB Refund Cst #00051189	49.52	49.52
110031	1/27/2021	54051	MURILLO, XOCHITL	Ref000216623	1/19/2021	UB Refund Cst #00049245	20.92	20.92
Sub total for WELLS FARGO BANK:								223.95


4 checks in this report.

Grand Total All Checks: 223.95

Date: January 27, 2021



City Manager: William B. Patison Jr.



Finance Director: Nathan Statham



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Adopt Resolution No. 2021-07 Authorizing the City Manager to Submit a Grant Proposal and Execute the Grant Agreement for the Proposition 64 Public Health and Safety Grant Program Administered by the Board of State and Community Corrections in the Amount of \$882,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2021-07 authorizing the City Manager to submit a grant proposal and execute the grant agreement for the Proposition 64 Public Health and Safety Grant Program administered by the Board of State and Community Corrections in the amount of \$882,000.

BACKGROUND:

In November of 2016, voters approved Proposition 64, the *Control, Regulate and Tax Adult Use of Marijuana Act* (AUMA). AUMA legalized the recreational use of marijuana in California for individuals 21 years of age and older. Proposition 64, in pertinent part, provides that a portion of the tax revenue from the cultivation and retail sale of cannabis or cannabis products will be appropriated:

To the Board of State and Community Corrections for making grants to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act. The board shall not make any grants to local governments that ban both indoor and outdoor commercial cannabis cultivation, or ban retail sale of cannabis or cannabis products pursuant to Section 26200 of the Business and Professions Code or as otherwise provided by law.

Total funding available for this Cohort 2 Request for Proposals (RFP) is \$51,788,690. The total available grant funds in this RFP is contingent on timely deposits made available to the BSCC through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account in fiscal year 2020-21. Successful applicants will be funded for a three-year grant project cycle commencing on May 1, 2021 and ending on April 30, 2024.

DISCUSSION/ANALYSIS:

Applicants must propose activities/strategies that fall within the four (4) Project Purpose Areas (PPAs) listed below. Applicants may either implement new activities, strategies, or programs, OR expand existing activities, strategies, or programs (without the supplanting of funds)

All applicants must address PPA 1 (Youth Development/Youth Prevention and Intervention) and are required to budget a minimum of ten percent (10%) of requested grant funds for this area. However, should a jurisdiction determine a greater need for PPA 1, applicants may budget up to the full requested grant (i.e., 100% requested in grant funds) for this area.

- PPA1: Youth Development/Youth Prevention and Intervention
- PPA2: Public Health
- PPA3: Public Safety
- PPA4: Environmental Impacts

The City of Coachella was approached by two nonprofit organizations who serve youth to fulfill the PPA1 component, which helps validate the eligibility of the City’s grant application. The organizations are the Boys and Girls Club Coachella Valley (for their youth program at the Frank Foster & Palmer Powell Family Clubhouse near Bobby G. Duke Middle School) and the center for Culturamas Music and Arts (on 2nd Street and Vine Avenue). The City’s portion of the proposal will address PPA4: Environmental Impacts.

	Year 1	Year 2	Year 3	Total
Boys and Girls Club	\$50,000	\$50,000	\$50,000	\$150,000
Culturamas Music and Arts	\$134,000	\$134,000	\$134,000	\$402,000
City of Coachella	\$330,000	-	-	\$330,000
TOTAL				\$882,000

ALTERNATIVES:

1. Adopt Resolution No. 2021-07 Authorizing the City Manager to Submit a Grant Proposal and Execute the Grant Agreement for the Proposition 64 Public Health and Safety Grant Program Administered by the Board of State and Community Corrections in the Amount of \$882,000
2. Not Adopt Resolution No. 2021-07 Authorizing the City Manager to Submit a Grant Proposal and Execute the Grant Agreement for the Proposition 64 Public Health and Safety Grant Program Administered by the Board of State and Community Corrections in the Amount of \$882,000

FISCAL IMPACT:

There is no fiscal impact for adopting the authorizing resolution to apply for funding. There is no match requirement and/or leveraging of funds required. Total funding available for Cohort 2 Requests for Proposals (RFP) is \$51,788,690. The maximum amount for which any eligible single applicant may apply is \$1 million, which is spread over a three-year period. Successful applicants will be funded for a three-year grant project cycle commencing on May 1, 2021, and ending on April 30, 2024.

ATTACHMENTS:

1. Resolution No. 2021-07

Resolution No. 2021-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT PROPOSAL AND EXECUTE THE GRANT AGREEMENT FOR THE PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM ADMINISTERED BY THE BOARD OF STATE AND COMMUNITY CORRECTIONS IN THE AMOUNT OF \$882,000

WHEREAS the City of Coachella desires to participate in the Proposition 64 Public Health and Safety Grant Program funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the City Manager be authorized on behalf of the City of Coachella to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

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

BE IT FURTHER RESOLVED that the City of Coachella agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the City of Coachella in a meeting thereof held on January 27, 2021 by the following:

PASSED, APPROVED and ADOPTED this 27th day of January, 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-07 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27th day of January, 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Adopt Resolution No. 2021-08 Authorizing the City Manager to Submit a Grant Application to SCAG Under Its Sustainable Communities Program Housing and Sustainable Development Project Type to Prepare and Adopt Objective Design and Development Standards

STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2021-08 authorizing the City Manager to submit a grant application to SCAG under its Sustainable Communities Program Housing and Sustainable Development project type to prepare and adopt objective design and development standards.

BACKGROUND:

Currently, the City of Coachella relies on both subjective and objective review processes to maintain its individual aesthetic standards for multi-unit residential development. This review is typically done by staff and the Planning Commission. On some occasions, it is done by the Design Review Committee or City Council. Increasingly, State laws are aimed at reducing the extent of discretionary review to spur increased housing development. Per state law, only the objective standards in a community's zoning code can be applied to qualifying multi-unit projects. An objective standard involves no personal or subjective judgment. The City of Coachella is proposing to undertake this process to address current housing legislation and develop standards that encourage well designed multi-family housing.

DISCUSSION/ANALYSIS:

In response to the increasing number of State laws requiring more streamlined approval processes, the City of Coachella is seeking grant funding support from SCAG to start a process to prepare Objective Design and Development Standards (ODDS). This effort will result in a toolkit of standards that, when adopted, do not require interpretation and provide a clear review and approval process. This allows the City of Coachella to specify the design and aesthetics of developments that address topics such as architectural style while accommodating current and future legislation requirements.

If awarded a grant, the City of Coachella will be collaborating with SCAG staff on tasks to develop a general toolkit. The toolkit will address the City's needs and will be developed by Planning Department staff who will be working together with a consultant team. When the toolkit is completed, the City will have the option to apply the toolkit to its local zoning ordinance and further tailor the toolkit. At that point, the toolkit will guide the City's adaptation of existing multifamily and mixed-use zoning and design guidelines into objective design standards that address local architectural styles, building patterns, and historic areas.

ALTERNATIVES:

1. Adopt Resolution No. 2021-08 Authorizing the City Manager to Submit a Grant Application to SCAG Under Its Sustainable Communities Program Housing and Sustainable Development Project Type to Prepare and Adopt Objective Design and Development Standards
2. Not Adopt Resolution No. 2021-08 Authorizing the City Manager to Submit a Grant Application to SCAG Under Its Sustainable Communities Program Housing and Sustainable Development Project Type to Prepare and Adopt Objective Design and Development Standards

FISCAL IMPACT:

There is no financial impact associated with the submission of this grant application. There is no match requirement. SCAG will pay all invoices and expenses associated with fulfilling the proposed activities.

ATTACHMENTS:

1. Resolution No. 2021-08

Resolution No. 2021-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO SCAG UNDER ITS SUSTAINABLE COMMUNITIES PROGRAM HOUSING AND SUSTAINABLE DEVELOPMENT PROJECT TYPE TO PREPARE AND ADOPT OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS

WHEREAS the City of Coachella desires to participate in the 2020 Sustainable Communities Program (SCP) – Housing and Sustainable Development (HSD) program administered by the Southern California Association of Governments (hereafter referred to as SCAG).

NOW, THEREFORE, BE IT RESOLVED that the City Manager be authorized on behalf of the City of Coachella to submit the grant proposal for this funding and sign the Grant Agreement with SCAG, including any amendments thereof.

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

BE IT FURTHER RESOLVED that the City of Coachella agrees to abide by the terms and conditions of the Grant Agreement as set forth by SCAG.

Passed, approved, and adopted by the City of Coachella in a meeting thereof held on January 27, 2021 by the following:

PASSED, APPROVED and ADOPTED this 27th day of January, 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-08 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27th day of January, 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

City of Coachella Building Activity Report
NOVEMBER 2020

Item 10.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	9	19	18	126	48
Misc. Building Permits	26	27	24	335	299
Residential Additions	1	4	4	21	23
Single Family Dwellings	7	26	8	133	76
Commercial Bldgs.	0	1	1	9	5
Commercial Ten. Impro	0	1	3	11	16
Multi- Family Units	0	105	0	105	0
Plan Check	44	78	0	572	234
TOTALS	87	261	58	1312	701
Revenue Fees					
Building Fees	\$25,339.00	\$74,741.00	\$43,201.31	\$434,300.75	\$313,122.82
Dev. Impact Fees	\$113,960.28	\$1,147,878.74	\$144,572.27	\$3,238,240.69	\$3,150,859.17
Sewer & Water Fees	\$56,628.11	\$629,375.03	\$72,658.70	\$1,716,212.75	\$900,131.77
Misc. (TUMF, MSF, FIRE	\$16,170.00	\$73,285.38	\$28,670.95	\$360,984.49	\$217,868.78
Plan Check	\$6,333.00	\$19,780.00	\$19,509.00	\$130,332.51	\$79,104.00
Cert of Occupancy	\$2,048.00	\$6,144.00	\$2,304.00	\$37,632.00	\$20,992.00
SB1473	\$118.00	\$708.00	\$168.00	\$2,673.00	\$1,299.00
TOTALS	\$220,596.39	\$1,951,912.15	\$311,084.23	\$5,920,376.19	\$4,683,377.54
1% Construction Tax	\$20,850.86	\$157,209.61	\$22,171.83	\$501,620.16	\$196,785.22
Strong Motion Instr.	\$305.18	\$3,821.92	\$601.27	\$10,499.24	\$3,511.12
TOTALS	\$21,156.04	\$161,031.53	\$22,773.10	\$218,553.08	\$200,296.34
Valuations	\$2,027,317.72	\$16,322,872.34	\$3,298,927.52	\$44,728,042.78	\$47,970,002.71
Inspections					
General	548	539	333	4192	1583
Final Single Family	10	6	5	100	23
Final Multi Family	0	0	0	0	0
Final Commercial	15	10	6	30	12
Final Miscellaneous	61	53	23	409	251
Final Solar	15	10	11	189	50
Code Enforcement Insp	14	19	16	251	45
TOTALS	663	637	394	5171	1964

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

8993

Submitted by:

Yesenia Becerril
Development Services Technician

City of Coachella Building Activity Report
OCTOBER 2020

Item 10.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	19	1	18	117	48
Misc. Building Permits	27	36	24	309	299
Residential Additions	4	4	4	20	23
Single Family Dwellings	26	15	8	126	76
Commercial Bldgs.	1	0	1	9	5
Commercial Ten. Impro	1	0	3	11	16
Multi- Family Units	105	0	0	105	0
Plan Check	78	42	0	528	234
TOTALS	261	98	58	1225	701
Revenue Fees					
Building Fees	\$74,741.00	\$50,788.00	\$43,201.31	\$408,961.75	\$385,008.75
Dev. Impact Fees	\$1,147,878.74	\$240,913.65	\$144,572.27	\$3,124,280.41	\$1,976,401.67
Sewer & Water Fees	\$629,375.03	\$121,345.95	\$72,658.70	\$1,659,584.64	\$1,030,209.61
Misc. (TUMF, MSF, FIRE	\$73,285.38	\$34,650.00	\$28,670.95	\$344,814.49	\$271,529.11
Plan Check	\$19,780.00	\$10,198.50	\$19,509.00	\$123,999.51	\$104,219.51
Cert of Occupancy	\$6,144.00	\$4,096.00	\$2,304.00	\$35,584.00	\$29,440.00
SB1473	\$708.00	\$207.00	\$168.00	\$2,555.00	\$1,847.00
TOTALS	\$1,951,912.15	\$462,199.10	\$311,084.23	\$5,699,779.80	\$2,757,928.25
1% Construction Tax	\$157,209.61	\$31,532.22	\$22,171.83	\$480,769.30	\$196,785.22
Strong Motion Instr.	\$3,821.92	\$534.22	\$601.27	\$10,194.06	\$3,511.12
TOTALS	\$161,031.53	\$32,066.44	\$22,773.10	\$358,428.57	\$200,296.34
Valuations	\$16,322,872.34	\$4,088,404.50	\$3,298,927.52	\$42,700,725.06	\$47,970,002.71
Inspections					
General	539	518	140	3644	1390
Final Single Family	6	20	5	90	23
Final Multi Family	0	0	0	0	0
Final Commercial	10	0	1	15	7
Final Miscellaneous	53	61	52	348	280
Final Solar	10	24	18	174	57
Code Enforcement Insp	19	14	5	237	34
TOTALS	637	637	221	4508	1791

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

8983

Submitted by:

Yesenia Becerril
Development Services Technician

City of Coachella Building Activity Report
DECEMBER 2020

Item 10.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	0	9	4	126	52
Misc. Building Permits	25	26	18	360	317
Residential Additions	2	1	0	23	23
Single Family Dwellings	29	7	0	162	76
Commercial Bldgs.	0	0	0	9	5
Commercial Ten. Impro	0	0	0	11	16
Multi- Family Units	0	0	0	105	0
Plan Check	37	44	15	609	249
TOTALS	93	87	37	1405	738

Revenue Fees

Building Fees	\$25,339.00	\$74,741.00	\$43,201.31	\$434,300.75	\$313,122.82
Dev. Impact Fees	\$113,960.28	\$1,147,878.74	\$144,572.27	\$3,238,240.69	\$3,150,859.17
Sewer & Water Fees	\$56,628.11	\$629,375.03	\$72,658.70	\$1,716,212.75	\$900,131.77
Misc. (TUMF, MSF, FIRE	\$16,170.00	\$73,285.38	\$28,670.95	\$360,984.49	\$217,868.78
Plan Check	\$6,333.00	\$19,780.00	\$19,509.00	\$130,332.51	\$79,104.00
Cert of Occupancy	\$2,048.00	\$6,144.00	\$2,304.00	\$37,632.00	\$20,992.00
SB1473	\$118.00	\$708.00	\$168.00	\$2,673.00	\$1,299.00
TOTALS	\$220,596.39	\$1,951,912.15	\$311,084.23	\$5,920,376.19	\$4,683,377.54

1% Construction Tax	\$20,850.86	\$157,209.61	\$22,171.83	\$501,620.16	\$196,785.22
Strong Motion Instr.	\$305.18	\$3,821.92	\$601.27	\$10,499.24	\$3,511.12
TOTALS	\$21,156.04	\$161,031.53	\$22,773.10	\$218,553.08	\$200,296.34

Valuations	\$2,027,317.72	\$16,322,872.34	\$3,298,927.52	\$44,728,042.78	\$47,970,002.71
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Inspections

General	526	539	333	4170	1583
Final Single Family	16	6	5	106	23
Final Multi Family	0	0	0	0	0
Final Commercial	0	10	6	15	12
Final Miscellaneous	41	53	23	389	251
Final Solar	13	10	11	187	50
Code Enforcement Insp	13	19	16	250	45
TOTALS	609	637	394	5117	1964

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

9009

Submitted by:

Yesenia Becerril
Development Services Technician

Business Licensee Report

Name Cesar Lurecio **Date Submitted** 1/20/2021
Department Business License
Period 10/1/2020 - 12/31/2020

Revenue Account	Description of Revenue	20201Total Budget	2Q 2021 Revenue	Last Quarter Totals	Up-to-date 2021 Revenues	Balance
101-11-110-10-315	Annual Registration Tax	\$ 24,000.00	\$5,220.00	\$1,480.00	\$6,700.00	\$ 17,300.00
101-11-110-10-316	Business Licensee Fee	\$ 570,000.00	\$70,275.38	\$12,101.57	\$82,376.95	\$ 487,623.05
101-11-110-10-319	Penalties Revenue	\$ 3,500.00	\$0.00	\$1,006.71	\$1,006.71	\$ 2,493.29
240-12-110-40-342	Uniform Fire Code Fee	\$ 100,000.00	\$5,750.00	\$2,354.00	\$8,104.00	\$ 91,896.00
101-11-110-10-325	SB-1186- State Tax	\$ 5,000.00	\$1,048.00	\$292.00	\$1,340.00	\$ 3,660.00
101-11-110-10-322	Transient Occupancy Tax	\$ 140,000.00	\$91,616.75	\$92,098.50	\$183,715.25	\$ (43,715.25)
	Total Budget	\$842,500.00	\$173,910.13	\$109,332.78	\$283,242.91	\$559,257.09



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

CODE ENFORCEMENT QUARTERLY REPORT

Oct. 1, 2020 to Dec. 31, 2020

**Prepared by:
Rene Rosales**



CITY OF COACHELLA
 53-990 ENTERPRISE WAY, COACHELLA, CALIFORNIA 92236
 Phone (760)398-4978 www.COACHELLA.ORG

Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 10/01/2020 To 12/31/2020	From To	From To

Employee	Total	Closed Cases	Open Cases
Totals	117	61	56

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
	0	0	0
10.08.060 - Working on parked vehicles	0	0	0
10.20.010(18)Abandoned/Inoperable/Dismantled vehicle(s).	11	6	5
12.12.050 - Duty to maintain sidewalks.	0	0	0
12.16.030 - Permit required/CURB CUTS AND DRIVEWAYS	0	0	0
12.42.030 - Unlawful camping.	5	4	1
12.42.040 - Storage of personal property on public property.	0	0	0
13.03.044 Wasting water prohibited.	2	2	0
13.03.208 - Access to water meter.	0	0	0
13.03.306 Expiration or Extension of Permit	0	0	0
15.04.020 (A) Concrete Flat Work, Shades & Storage Containers	13	2	11
15.44.010 Building Numbering/Required	3	3	0
15.60.010 Building Permit Required	17	3	14
15.60.050 - Substandard buildings and housing.	1	1	0
15.66.010 Seismic Hazard Mitigation	0	0	0
17.16.020 - Permitted uses.	0	0	0
17.16.030(C)(5)-Property development standards. Walls/Fences	0	0	0
17.48.020 Display of merchandised out of doors.	0	0	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	15	12	3
17.54.010.(N)(3)	0	0	0
17.54.020 - Permitting of certain garage conversions to residential living space ("garage conversions").	2	0	2
17.56.010(J)(2)(B) - Signs	0	0	0
17.58.010 - Home occupations	1	0	1

17.60.010 (F)(4) Accessory structures	0	0	0
17.60.010 (G) - Trailers Outside Camps	2	0	2
17.60.010 - Property development standards. (Fence)	1	1	0
17.60.010 Property Development Standards 9D)(3)(a) Yards	0	0	0
17.60.010(3)(e) Development Standards	0	0	0
17.74.010 (D)(3) Conditional Uses	0	0	0
17.84 Medical Cannabis Dispensaries.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.030 - Prohibited activities.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.040 - Prohibited activities declared a public nuisance.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.050 Penalties for Violations	0	0	0
2.08.060 (A) - Political sign regulations.	0	0	0
2.08.060 (B) - Political sign regulations	0	0	0
2.08.060 (C) - Political sign regulations	0	0	0
2.08.060 (D) - Political sign regulations	0	0	0
2.08.060 (E) - Political sign regulations	0	0	0
3.10.010 (D) (16) Visibility Hazard	1	1	0
3.10.010 (D) (27) Public Burning	0	0	0
3.10.010 (D)(10) Termites, Insects, Vermin or Rodents.	2	1	1
3.10.010 (D)(12) Abandon or Vacated Building/Structure	2	2	0
3.10.010 (D)(13) Offensive Odors	11	8	3
3.10.010 (D)(15) Hazardous Substances and Waste	2	1	1
3.10.010 (D)(18)	0	0	0
3.10.010 (D)(19)	0	0	0
3.10.010 (D)(20) Swmng Pools, Ponds and Other Bodies of Wtr.	1	1	0
3.10.010 (D)(23)Public Nuisances/Safety Hazard	12	9	3
3.10.010 (D)(24) Disruptive Activities	10	4	6
3.10.010 (D)(3) Weeds	0	0	0
3.10.010 (D)(31) Animal Manure	0	0	0
3.10.010 (D)(36) Signs	0	0	0
3.10.010 (D)(38) - Maintenance and abatement of nuisances.	1	0	1
3.10.010 (D)(4) - Trees and Shrubs	6	5	1
3.10.010 (D)(44)Public Nuisances/Rubbish, Refuse and Dirt	19	12	7
3.10.010 (D)(8) -Maintenance of Private Driveways	0	0	0
3.10.010(35) Water Disp[osal	0	0	0
3.10.010(D)(11)-Sewage.	0	0	0
3.10.010(D)(15)-Hazardous Substances and Waste.	0	0	0
3.10.010(D)(16)-Visibility Hazard.	1	0	1
3.10.010(D)(19)-Visual Blight	3	2	1

3.10.010(D)(20)-Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010(D)(21)-Public Toilets.	0	0	0
3.10.010(D)(22)-Privies.	0	0	0
3.10.010(D)(25)-Land Use Entitlements.	0	0	0
3.10.010(D)(27)-Public Burning.	0	0	0
3.10.010(D)(28)-Air Pollution.	0	0	0
3.10.010(D)(29) Mosquito Breeding Places.	1	0	1
3.10.010(D)(30)Discharge of Sewage	0	0	0
3.10.010(D)(31)-Animal Manure	0	0	0
3.10.010(D)(32)-Hauling of Offensive Substances	0	0	0
3.10.010(D)(33)-Clothes Lines.	0	0	0
3.10.010(D)(34)Stormwater Drainage	0	0	0
3.10.010(D)(35)-Water Disposal.	2	2	0
3.10.010(D)(36)-Signs.	0	0	0
3.10.010(D)(37)-Encroachment.	0	0	0
3.10.010(D)(38)-Municipal Code Violations.	2	2	0
3.10.010(D)(39)-California Civil Code.	0	0	0
3.10.010(D)(40)-California Red Light Abatement Act.	0	0	0
3.10.010(D)(41)-California Drug Abatement Act.	0	0	0
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	0	0	0
3.10.010(D)(6)Parking on Yard Off Driveway	1	0	1
3.10.010(D)(7) Occupied Vehicles	0	0	0
3.16.090 - Failure to comply with notice of violation.	18	8	10
5.80.100 - Operational requirements and performance standards established.	0	0	0
7.04.040 - Prohibited noise generally.	3	1	2
8.20.040(C)Dust Control requirements	0	0	0
8.44.010 - Collection by city or agent only.	0	0	0
8.44.070 Commercial Garbage Collection and Disposal	0	0	0
8.48.030 (B)Graffiti Prohibited	1	0	1
8.60 - REGISTRATION AND MAINTENANCE OF ABANDONED PROPERTIES	0	0	0
8.60.040 Registration of Abandoned Property	0	0	0
8.60.050 - Abandoned Property Maintenance requirements.	0	0	0
8.64.050 - Vacant Property Maintenance Requirements	0	0	0
Abandoned/Inoperable/Dismantled vehicle(s)	0	0	0
Business License Required	2	0	2
Business Subject to Miscellaneous Tax Rates/Transportation, Trucking and Towing	0	0	0
Display of merchandise out of Door	0	0	0
Garbage Containers	3	2	1

Illegal Dumping	5	5	0
Illegal, Nonconform. Building or Structure(s)	19	2	17
Manner of Parking /Parallel Parking	0	0	0
Manner of Parking/Angle Parking	1	1	0
Manner of Parking/Commercial Vehicles Prohibited from Parking on Private Property and Public Rights-of-Ways	0	0	0
NEC 380-9 Electrical, (e) Outlet faceplates/covers in place	0	0	0
NFPA 13-4-2.5.1 Automatic Fire Sprinklers Systems,(c) 18" clearance below heads	0	0	0
Parking on yard/off driveway	9	6	3
Parking Requirements/General Provisions	0	0	0
Parking Requirements/Surface of Parking Area	0	0	0
Permit for Outdoor Advertising Signs	0	0	0
Prkg. Lot Striping/Handicap Markings	0	0	0
Prohibited Stopping, Standing or Parking/On a Crosswalk	0	0	0
Prohibited Stopping, Standing or Parking/Within an Intersection	0	0	0
Property Development Standards/Maintenance	0	0	0
Public Nuisances / Animals	5	5	0
Public Nuisances / Attractive Nuisances	4	4	0
Public Nuisances / Fire Hazard	2	0	2
Public Nuisances / Landscaping	1	0	1
Public Nuisances / Trees and Shrubs	8	5	3
Service Stations/Intent and Purpose	0	0	0
Service Stations/Landscaping	0	0	0
Service Stations/Parking	0	0	0
Set up Temporary Sales Location	0	0	0
Signs-All signs and sign programs shall be subject to review and approval	0	0	0
Special Event/Sales Permit Required	0	0	0
Special Event/Sales Signs	0	0	0
Stopping, Standing and Parking/Public or Private Driveway	0	0	0
Stopping, Standing or Parking/Sidewalk	0	0	0
Termites, Insects, Vermin or Rodents	0	0	0
Termites, Insects, Vermin or Rodents	0	0	0
Title 19, Subchapter 5-Hood and Duct Systems,(a)Serviced within 6 months	0	0	0
Trimming palm trees--Required	1	1	0
UBC 3304(c)-"This Door To Remain Unlocked During Business Hours"	0	0	0
UBC 3313(b)-(f) Emergency lighting operable	0	0	0
UBC 3314(c)-(b) Illuminated EXIT sign operable	0	0	0
UBC 3315(b)-(c) 44' clear access aisle width to exits	0	0	0
UFC 10.206(a)-(b) Obstruction	1	1	0

UFC 10.206(b)-Hydrant,(c) Red curb-15' each side	0	0	0
UFC 10.207(1)-Fire Apparatus Access Roads,(a) Red curb on signs	0	0	0
UFC 10.207-Fire Apparatus Access Roads,(b) Obstruction	0	0	0
UFC 10.208(a)-Premises Identification,	0	0	0
UFC 10.301(a)-Fire Extinguishers,(a) Minimum 2A10BC	0	0	0
UFC 10.301(a)-Fire Extinguishers,(e) Commercial kitchen 40BC.	0	0	0
UFC 10.302(a)-Fire Extinguishers,(b) Servicing due	0	0	0
UFC 10.313(b)-Hood and Duct Systems,(b) Proper nozzle position, caps, coverage	0	0	0
UFC 10.313(c)-Hood and Duct Systems,(c) Automatic gas/electric shut off	0	0	0
UFC 10.313(e)	0	0	0
UFC 10.313(e)-Hood and Duct Systems,(d) Fuseable links, cables, conduits	0	0	0
UFC 10.401	0	0	0
UFC 10.401-Walls and Ceilings,(a) Holes sealed	0	0	0
UFC 10.402(a)-Exits,(e) Maintain fire rated doors, windows, dampers, and hardware	0	0	0
UFC 11.201(b)-General Housekeeping,(a) Rubbish/trash buildup	1	1	0
UFC 11.203(b)-General Housekeeping,(d) Storage not within 24" of ceiling	0	0	0
UFC 11.203(c)-General Housekeeping,(g) Storage in boiler, mech., elect. panel rooms prohibited	0	0	0
UFC 11.205(a)-General Housekeeping,(h) Candles used in approved manner	0	0	0
UFC 12.103(a)-Exits,(d) Exit obstruction	0	0	0
UFC 12.106(c)-General Housekeeping,(e) Storage under stairs prohibited	0	0	0
UFC 12.203(a)-Occupant Limit/Sign,(a) Occupant load sign(s) posted	0	0	0
UFC 12.207-General Housekeeping,Storage in attic space prohibited	0	0	0
UFC 13.103-Occupant Limit/Sign,(b) Required NO SMOKING signs	0	0	0
UFC 74.107(a)	0	0	0
UFC 79-201(e)-Flammable Liquids -(a) Approved safety cans under 10 gal.	0	0	0
UFC 79.107-Flammable Liquids,(c) Legible labeling	0	0	0
UFC 79.201(e)-Flammable Liquids,(b) Approved cabinet exceeding 10 gal.	0	0	0
UFC 85.104 (c)-Electrical,(c) Abatement of electrical hazards	0	0	0
UFC 85.104 (f)-Electrical,(f) Cover open space in circuit breaker panel	0	0	0
UFC 85.106-Electrical,(d) Exten. cords not allowed as permanent wiring	1	0	1
UFC 85.107-Electrical,(a) Zip cords/cube adapters not allowed	0	0	0
UFC 85.108-Electrical,(b) Min. 30" clear access to circuit breaker	0	0	0
UFC Stand. No. 10-1-6.9-Fire Extinguishers,(c) Mounted 3-5 feet from floor	0	0	0
UFC Standard No. 10-1-6.5-Fire Extinguishers,(d) Obstruction	0	0	0
UMC 504(a)-General Housekeeping,(c) 36" clearance around water heater	0	0	0
Weed Abatement	16	7	9
Totals	251	133	118



CITY OF COACHELLA

53-990 ENTERPRISE WAY, COACHELLA, CALIFORNIA 92236
Phone (760)398-4978 www.COACHELLA.ORG

Code Enforcement:
Graffiti Department Quarterly Report
Oct. to Dec. 2020

	Totals
Gallons Used	185Gal.
5 Gallon buckets Purchased	10
Cover up/ stops	385
Pressure Washing Sq. ft.	1520 sq ft
These Graffiti artists started in February and are continuing to vandalize City & private property.	“SAER” “SAVOR” “KSM”



City of Coachella

Development Status Report

December, 2020



Prepared By:
Development Services Department
Luis Lopez, Development Services Director
Juan Carrillo, Associate Planner
Rosa Montoya, Planning Technician
Yesenia Becerril, Planning Commission Secretary
Jocelyn Kane, Cannabis Liaison

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

<i>Case</i>	<i>No.</i>	<i>Name / Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date & Status</i>
AR EA	14-02 14-03	<u>Double Date Packing Facility</u> Construct new 35,500 sq. ft. date packing facility	86301 Industrial Way APN 763-131-061	Steven Gilfenbain 9777 Wilshire Blvd., #900 Beverly Hills, CA. 90212 (310) 651-2591	PC approved 12/17/14 1 st Phase Complete
AR	16-04	<u>Truck Storage</u> To develop a vehicle storage yard in the M-S Zone on 3.10 acres.	49-640 Oates Lane	Julia Molinar P.O. Box 3091 Indio, CA. 92201 (760) 578-2108	PC Approved 4/20/16 1 st Phase Complete (Off-site improvements pending)
AR TPM CZ EA CUP DA	16-19 37209 16-03 16-06 290	<u>Date Palm Business Park</u> To subdivide 80 acres into a multi-tenant industrial park.	East of Harrison Street, North and South of Avenue 49	Wesley Ahlgren Sundate/Anthony Vineyards P O Box 9578 Bakersfield CA 93389-9578 (760)406-4060	PC Approved 10/18/17 CC Approved 12/13/17 PC Approved (DA) 12/20/18 CC Approved (DA) 1/17/18 CC - 1 st Final Map 9/14/20
AR DA	17-07	<u>Glenroy Resort - Project A</u> To construct a 76-unit Bungalow-Style Hotel with 160,656 sq. ft. on 24.43 acres in the CG zone.	SE Corner of Avenue 48 and Van Buren Street	Glenroy Coachella, LLC 1801 S. La Cienega Blvd. Los Angeles CA 90035 (310) 207-6990	PC Approved 6/7/17 CC Approved (DA) 10/11/17 Construction Stalled
AR CZ VAR	17-12 17-02 17-06	<u>Coachella Village</u> To construct a new 242-unit multifamily residential project on 9.69 acres	South side of Ave 48, west of Van Buren St	David Schuman Coachella Village Partners, LLC 1014 S. Westlake Bl Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 11/15/17 CC Approved 1/17/18 Plans Approved
AR	18-05	<u>Coachella Village - Phase #2</u> To construct a new 110-unit multifamily residential gated community on 4.51 acres of vacant land.	South side of Ave 48, west of Van Buren St	David Schuman Coachella Village Partners, LLC 1014 S. Westlake Bl Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 10/17/18 Plans Approved
AR	18-10 (Admin)	<u>Golden State Energy Services</u> Construct new electrical substation	NE Corner Polk St. and Industrial Way	Golden State Energy Services 3421 Gato Ct. Riverside CA 92507 (951) 906-9865	Plans Approved

City of Coachella Development Status Report

Item 10.

December, 2020

	AR	18-11	<u>Pueblo Viejo Plaza</u> Construct new 6,900 sq. ft. commercial center with two restaurants and retail suite.	Northwest corner of 9 th St. and Grapefruit Blvd.	Pedro Padilla 49305 Grapefruit Blvd Coachella, CA. 92236 (760) 972-2441	PC Approved 4/17/19 Under Construction
	AR	19-01	<u>Oraway Engineering</u> To construct a new 825 sq. ft. office and contractor yard on 2.89 acres.	54-101 Enterprise Way	Armando Bravo 83-850 Corte Solis Coachella, CA. 92236 (760) 791-4383	PC Approved 4/17/19 Under Construction
	AR	19-02	<u>Guardado Commercial Center</u> To construct a new 22,300 sq. ft. multi-tenant retail/office complex on 1 acre	Southeast Corner of Valley Rd. and Cesar Chavez Street	Jual Carlos Guardado 82204 Hwy 111 Ste A Indio, CA. 92201 (760) 578-3669	PC Approved 8/7/19 In Plan Check
	AR	19-03 (Admin)	<u>Vista Escondida – Phase 3</u> Review of 3 production home models ranging in size from 1,378 sq. ft. to 1,874 sq. ft.	North side of Avenue 54 east of Cesar Chavez Street (Tract 32264)	Mario Alberto Ornelas 2280 Wardlow Circle Ste 100 Corona CA 92880	Approved 8/27/19 Under Construction
	AR CZ	19-06 19-01	<u>Villa Verde Apartments</u> To construct 152 multifamily apartments on 9.25 acres of vacant land.	84-824 Calle Verde (SW Corner of Calle Techa & Calle Verde)	Villa Verde I., LP 1149 S. Hill St Suite 700 Los Angeles CA 90015 (213) 255-2815	Director Approved 2/20/20
	AR	19-08	<u>Pueblo Viejo Villas</u> To construct of new 3-story mixed use building with 105 dwelling units and 3,000 sq. ft. of commercial and Transit Hub	NE Corner of Cesar Chavez Street, and 6 th St	Dave Davis Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011 (619)987-7780	PC Approved 1/15/20 Plans Approved

City of Coachella Development Status Report

Item 10.

December, 2020

	AR TPM	19-10 37833	<u>CV Apartments</u> To demolish 50 dwellings and construct 110 new multifamily apartments with community building, in two phases with a lot split subdivision.	84-900 Bagdad Avenue	Vincent Nicholas Community Housing Opportunities 5030 Business Center Drive Suite Fairfield CA 94534 (707)759-6043 ext. 112	PC Approved 2/5/20 CC Approved 3/11/20 Final Map Recorded
	AR	19-11 (Admin)	<u>Valencia by Pulte Homes</u> Review of 3 production home models ranging in size from 1,959 sq. ft. to 2,824 sq. ft.	East side of Van Buren Street south of Avenue 50 (Tract 31698)	Cole Theel Pulte Homes 27-401 Los Altos Mission Viejo CA 92691	Director Approved 2/14/20 Under Construction
	AR	20-05 (Admin)	<u>New SFR Home</u> Construct new 1,775 sq. ft. 4 bedroom, 2 bath homes with attached garage	52878 Calle Camacho	Juan Carlos Lopez 52443 Calle Avila Coachella CA 92236 (760)619-8680	Director Approved 8/13/20
	AR	20-10 (Admin)	<u>Meza Storage Shed</u> Construct new 6,000 sq. ft. storage shed on the site of a wholesale palm tree nursery.	Southeast Corner of Vista Del Sur and Tyler Street	Nicolas Meza 50580 Calle Mendoza Coachella CA 92236 (760)541-9034	Pending
	CUP AR	254 (Mod) 12-07	<u>Gateway AM/PM Project</u> Construct carwash, drive-thru restaurant modification	Southwest corner of Ave. 48 and Grapefruit Blvd.	The Chandi Group USA P.O. Box 2817 Indio, CA. 92202 (760) 396-9260	PC approved 10/21/15 Phase 2 Complete Phase 3 In Plan Check
	CUP EA DA	265 15-07	<u>Cultivation Technologies</u> To develop a 111,000 sq. ft. multi-tenant medical cannabis cultivation facility.	84-811 Avenue 48	Michael Meade Desert Rock Development 72100 Magnesia Falls Rancho Mirage CA 92270 (760)837-1880	PC Approved 7/6/16 CC Approved (DA) 7-27-16 PC Approved Mod.-12/19/19 <u>Project Re-Entitled as:</u> Desert Research Park #4

City of Coachella Development Status Report

Item 10.

December, 2020

CUP AR TTM TPM EA	266 16-03 37040 37083 16-01	<u>Coachella Vineyards Luxury RV Park</u> To develop a 185-Lot RV Park and subdivision on 29.41 acres of vacant land	NE Corner of Tyler Street and Vista Del Norte	Patty Nugent Coachella Vineyards Luxury RV Park, LLC 45-920 Meritage Lane Coachella, CA. 92236 (760) 289-5279	PC Approved 7/18/18 CC Approved 9/26/18 TPM Time Ext. 10/7/20
CUP CUP AR TTM EA	267 268 16-05 37088 16-02	<u>Ravella - To develop 20 acres</u> Planned Development with a service station on 5 acres of Neighborhood Commercial center, and 115 residences on 15 acres.	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 th St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 6/15/16 CC Approved 7/13/16 Phase 2 Under Construction
CUP	268 (Mod.)	<u>Borrego Health</u> To modify the Ravella/Tower Energy Planned Development to allow a new 40,919 sq. ft., 2-story, medical clinic with 294 parking spaces on approx. 4 acres in Tract 37088-1	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 th St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 4/17/19 Under Construction
CZ CUP AR VAR	16-02 271 15-14 16-01	<u>Coachella Grow Assoc.</u> To build a 29,180 sq. ft. medical cannabis cultivation and fabrication facility, with reduced street frontage.	84-775 Avenue 48	Jesus Gonzalez Coachella Grow Association P O Box 1144 Coachella, CA 92236 (760) 766-6233	PC Approved 9/21/16 CC Approved 10/12/16 Time Extension – 10/12/19
CUP AR	275 16-14	<u>Mosque & Assembly Hall</u> To construct a new 20,260 square foot mosque to be built in two phases.	84-650 Avenue 49	<u>Shakil Patel</u> 25982 Hinkle St Loma Linda CA 92354 (909)796-0300	PC Approved 12-21-16 Grading Permit Issued

City of Coachella Development Status Report

Item 10.

December, 2020

	CUP AR EA	276 16-18 16-05	<u>Coachella Warehouses</u> To construct a 255,800 sq. ft. multi-tenant medical cannabis cultivation facility	84-851 Avenue 48	<u>Kevin Stumm</u> PCC Industrial/Commercial 760 Garden View Court, Suite 200 Encinitas, CA 92024 (760)452-8075	PC Approved 12/21/16 CC Approved 02/08/17 Phase 1 Complete
	CUP AR VAR	278 17-02 17-03	<u>Kismet Organic</u> To construct a phased 77,400 sq. ft. medical cannabis cultivation facility.	48-050 Harrison Street	Ed Sapigao 5151 California Ave Ste 100 Irvine CA 92617 (949)280-4782	PC Approved 7/19/17 CC (Appeal) Approved 9/27/17 Under Construction
	CUP CUP CUP	284 285 286	<u>Mobilitie Mono-Pole</u> To install 3 new wireless communications poles in the street right-of-way	SEC of Ave 52 & Tyler SWC Ave 50 & Harrison NWC Westerfield & Harrison	Robert Lewis Mobilitie, LLC 2955 Red Hill Ave Ste 200 Costa Mesa CA 92626 (951) 212-5825	PC Approved 12/21/17 CUP 284 Withdrawn
	CZ CUP AR EA	17-01 279 17-03 17-01	<u>Coachella Green LLC</u> To construct a phased 833,829 sq. ft. medical cannabis industrial park.	86-601 Industrial Way	<u>Barry Walker</u> 1933 S. Broadway No. 806 Los Angeles CA 90007 (323) 997-9914	PC Approved 11/15/17 CC Approved 11/29/17 Project under new Ownership
	CUP AR	289 17-11	<u>Coachella Brands</u> To construct a new 91,948 sf cannabis cultivation facility in the MW zone.	84-805 Ave. 48	<u>Richard O'Connor</u> 2 Curie Ct Rancho Mirage CA 92270 (760)409-6464	AR Approved 8/30/17 CUP Approved 11/1/17 Interim Use In Operation
	CUP AR TPM EA	280 17-04 37266 17-02	<u>Coachella Research Park #2</u> To develop an 833,829 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots, on 20 acres in the MW zone.	48-451 Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 In Plan Check

City of Coachella Development Status Report

Item 10.

December, 2020

	CUP AR DA VAR	280 (Mod) 17-04 (Mod) 18-05	<u>Coachella RP #2 (Modified)</u> To allow two 3-story industrial buildings (98,520 sf) and four greenhouses (404,308 sf) for cannabis cultivation uses.	48-451 Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 11/28/18 CC Approved 2/13/19 In Plan Check
	CUP AR TPM EA	281 17-05 37265 17-03	<u>Coachella Research Park #1</u> To develop an 311,250 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots on 11.28 acres in the MW zone.	NE Corner of Ave. 48 and Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 Grading commenced
	CUP TPM EA	282 37333 17-04	<u>REI / Ponte Hotel Project</u> To develop a 5.45 acre site with 2 hotels, drive-thru pad, and restaurant.	NE Corner of Vista Del Norte and Dillon Road	Claudio Ponte 726 W. Ventura Blvd Ste F Camarillo CA 93010 (805)383-0367	PC Approved 7/19/17 CC Approved 8/9/17 Final Map Recorded
	CUP CUP CZ	299 300 18-03	<u>HOTN/Sinsemilla Dispensary & Pub Project</u> Proposed 1,839 sq. ft. retail cannabis dispensary and 1,432 sq. ft. bar/pub	1694 6 th Street	Pedro Ordoñez 6 th Street Tap Room 45631 Capistrano St Indio CA 92201 (760)409-6169	PC Approved 3/20/19 CC Approved 5/8/19 Under Construction
	CUP	292	<u>Verizon Wireless</u> To install a new wireless communications pole at Bagdouma Park	Northeast corner of Frederick St and Ave 52	Bryce Novak 7711 Normal Ave La Mesa CA 91941	PC Approved 1/31/18

City of Coachella Development Status Report

Item 10.

December, 2020

	CUP AR	293 17-14	<u>Coachella Herb Plantation</u> To construct a new 67,240 sf medical cannabis cultivation facility on 3.2 acres in the MW zone.	84-801 Ave 48	Marcelo Morales 84-801 Ave. 48 Coachella CA 92236 (760)699-1332	PC Approved 11/28/17 Time Extension to 11/28/19 Time Extension to 11/28/20 Interim Use Under Construction
	CUP	294	<u>Chelsea Mixed Use Project</u> To establish "PD" land use regulations and development standards for TOD project (105 Apartments w/ 3,000 sf commercial and Transit Hub)	East side of Cesar Chavez Street, north of 6 th Street	Walter Heiberg Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011 (760)456-6000	PC Approved 12/21/17 CC Approved 11/29/18 Modification Approved 1/30/19 Plans Approved
	CUP AR VAR	297 18-01 18-01	<u>CoachellaGro Corp.</u> To construct a new 257,051 sf cannabis cultivation facility on 10.99 acres of vacant land in the M-W zone.	East side of Harrison Street, South of Ave. 48	CoachellaGro Corp. 3060 Saturn St #250 Brea CA 92821 (760)940-0100	PC Approved 6/6/18 Time Extension to 6/6/20
	CZ CUP AR VAR	18-09 307 18-07 18-04	<u>Polk Cannabis Redevelopment Project</u> To construct a new 174,500 sf cannabis cultivation facility on 10 acres of land.	53-800 Polk St.	Peter Solomon 53-800 Polk St Coachella CA 92236 (760)895-2621	PC Approved 11/7/18 CC Approved 12/12/18 Interim Use in Plan Check
	CUP	301	<u>AT & T Wireless Antenna</u> To install a new wireless communications mono-palm at 50 ft high	Jackson Square SE Corner of Jackson St. and Ave. 48	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18
	CUP	302	<u>AT & T Wireless Antenna</u> To install a new wireless communications mono-palm at 50 ft high	Bagdouma Park 51-711 Douma St.	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18

City of Coachella Development Status Report

Item 10.

December, 2020

	CUP AR EA TPM	313 18-13 18-06 37670	<u>Luxor Luxury RV Storage</u> To develop an indoor 123,940 sq. ft. indoor RV storage facility with repair and washing service, and caretaker unit	49-751 Oates Lane	Luxtor Limited, LLC 450 Kansas Street #104 Redlands CA 92373 (909)556-5848	PC Approved 3/6/19 CC Approved 7/10/19 Under Construction
	CUP AR EA	308 18-08 18-03	<u>Red Moon RV Park</u> To develop a 78.3-acre RV Resort with 46 long-term rental spaces and 390 short-term rental spaces	44-790 Dillon Rd.	Jim Komick Red Moon Dev. & Construction 4320 Priceless View Dr. Gold Canyon AZ 85118 (480)947-9253	PC Approved 3/06/19 Under Construction
	CUP AR EA VAR	318 (Mod) 19-09 19-01 19-03	<u>NB Coachella Cannabis Cultivation Facility</u> To construct a new industrial greenhouse park for commercial cannabis cultivation uses on 49.97 acres of vacant land in the MS-IP Zone.	86-601 Industrial Way	NB Coachella Properties, Inc. 1650 Black Road Santa Maria CA 93458 c/o CV Engineers (760)360-4200	Pending Application On Hold
	CUP	319	<u>Botanero Mexicali- Alcohol Sales.</u> To allow beer and wine sales with 1121 sq. ft. snack bar.	51-704 Cesar Chavez St. Unit #3	Maria Carrera 51-704 Cesar Chavez St Unit #3 Coachella CA 92236 (760)574-5543	Application Withdrawn (Not Needed due to grandfathered ABC license)
	CUP VAR	320 20-01	<u>K.C. Vargas Tattoo Parlor</u> To allow an 800 sq. ft. tattoo parlor in the CG zone.	48-975 Grapefruit Boulevard, Suite #4	Kenny Coronel Vargas 31-180 Desert Palm Dr. Thousand Palms CA 92276 (442)400-1562	PC Approved 5/20/20

City of Coachella Development Status Report

Item 10.

December, 2020

	CUP CUP AR TPM	321 322 20-03 37940	<u>7-Eleven Service Station/Retail Center.</u> To allow a 10,588 sq. ft. retail center with service station, drive-thru coffee /office buildings on 3 acres in the CG zone.	NE Corner of 1 st St. and Cesar Chavez St.	Mr. Francis Chu Coachella Retail Realty, LP 1401 Quail St. Suite #100 Newport Beach CA 92660 (949)752-2515	PC Approved 7/15/20 CC Approved 9/23/20
	CUP	323	<u>The Foundation Delivery</u> To allow a 650 sq. ft. non-storefront retail cannabis (delivery only) microbusiness in the CG zone.	51-544 Cesar Chavez St., Suite #J1	CHAD Enterprises, LLC 43-100 Palm Royale Dr. #1627 La Quinta, CA 92253 (760)799-3636	PC Approved 9/2/20
	EA CUP CUP CUP CZ AR TTM GPA	20-01 324 325 326 20-01 20-04 37921 20-01	<u>Coachella Airport Business Park.</u> To construct a 628,825 sq. ft. industrial center w/ Cannabis Cultivation, mini-storage, and service station on 42.69 acres in the MS-IP zone.	NW Corner of Airport Blvd and CA-86 Expressway	Empire Airport, LLC (Haagen Co.) 12302 Exposition Blvd. Los Angeles CA 90064 (310)820-1200	Pending
	CUP EA AR	327 20-02 20-06	<u>Bejarano Project</u> To construct a new 172,61 sq. ft. cannabis cultivation facility on 9.98 acres in the MW zone.	48-100 Harrison Street	David E. Argudo 15835 E. Main St. La Puente CA 91744 (415)640-4420	Pending
	CUP CZ AR	328 20-02 20-08	<u>Cairo Casitas Project</u> To construct new 8-unit apartments project and remodel existing commercial building on 0.498 acres in the CG zone.	51-704 Cesar Chavez St.	Tomer Tzadok 23679 Calabasas Rd. #280 Calabasas CA 91302 (310) 751-4125	PC Approved 9/2/20

City of Coachella Development Status Report

Item 10.

December, 2020

	CUP CUP	334 293 (Mod.)	<u>Coachella Greenery</u> To allow a 1,100 sq. ft. retail cannabis business in an existing industrial building on 3.2 acres in the M-W zone.	84-801 Avenue 48	Diana Palacios 83614 Eagle Avenue Coachella CA 92236 (760)50-14878	Pending
	CUP	335	<u>Kismet Organic Non-Storefront Retail Cannabis</u> To allow a 225 sq. ft. non-storefront retail cannabis business in the MW zone.	48-050 Harrison St. #2	Mr. Kyle Friend 9 Cushing Irvine CA 92617	PC Approved 11/18/20
	CUP CZ	336 20-08	<u>Pueblo Cannabis</u> To allow a 1,500 sq. ft. retail cannabis dispensary in an existing building on 0.30 acres of land in the CG-RC zone.	85-591 Grapefruit Blvd	Armando Lerma 83-983 Fiesta Road Coachella, CA 92236	Pending
	TTM EA CUP CZ GPA	32263 05-11 207 05-04 07-04	322 SF Units Subdivision 64.64 acres See AR 05-21 Nickel creek	Ave 44, West of Dillon	Coachella-Nickel Creek LLC 5744 Canyon Road Amarillo, TX. 79109	PC approved 9/5/07 CC approved 9/12/07 <i>SB1185 Ext to 9/12/10</i> <i>AB333 Ext to 9/12/12</i> <i>AB208 Ext to 9/12/14</i> <i>AB116 Ext. to 9/12/16</i> <i>1 Yr. Ext. to 9/12/17</i> <i>1 Yr. Ext. to 9/12/18</i> <i>Statutory Ext. to 9/12/21</i> <i>AB 1561 Ext. to 3/12/23</i>

City of Coachella Development Status Report

Item 10.

December, 2020

	TTM AR EA CUP CZ GPA Annex	35523 07-13 07-16 231 07-08 07-05 60	<u>Villa Palmeras</u> 111 Single Family attached & detached residential 11.58 acres	South side of Ave 50 between Jackson St & Calhoun St	DSE Turco, L.P. Attn: Scott Carino 8910 University Center Ln Suite 690 San Diego CA 92122 (858) 458-3432 (858) 458-3412 FAX	PC approved 1/16/08 CC approved 5/28/08 <i>TTM Expired 5/28/19</i>
	SP GPA CZ EA TPM	14-01 14-01 14-01 14-04 36872	<u>Vista del Agua Specific Plan</u> 280-acre subdivision with single-family residential, multi-family residential and commercial development.	S of Vista del Sur N of Ave. 48, E of Tyler St., W of Polk Street	James Kozak Strategic Land Partners, LP 12671 High Bluff Dr., Suite 150 San Diego, Ca. 92130 (858) 699-7440	PC Workshop 3/20/19 PC Approved 6/19/19 CC Approved 5/13/20
	VAR	18-02	<u>Desert Research Park #1</u> To exceed height limit for 3 new industrial buildings.	NE Corner of Ave. 48 and Harrison St.	Michael Meade Desert Rock Development 72-100 Magnesia Falls Rancho Mirage CA 92270 (760)837-1880	PC Approved 4/18/18 Plans Approved

City of Coachella
Development Status Report
September, 2020

PC = Planning Commission
CC = City Council

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

Status of Projects = Under Construction, Approved, Pending Approval

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

AR Architectural Review

CUP Conditional Use Permit

CZ Change of Zone

DA Development Agreement

EIS (EA) Environmental Initial Study (Environmental Assessment)

GPA General Plan Amendment

PD Planned Development

TTM Tentative Tract Map or Tentative Subdivision Map

TPM Tentative Parcel Map

VAR Variance

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

Assembly Bill 1561 (AB1561) automatically grants an 18-month extension to any Tentative Tract or Tentative Parcel Map that was valid between March 4, 2020 and 18 months after passage of the Bill.

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

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

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



City of Coachella, CA
Riverside County

Contents

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.Historic & Projected Trends	4
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.Workforce Characteristics	15
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Report Parameters

1 ZIP

92236 Coachella, CA (in Riverside County)

Class of Worker

QCEW Employees, Non-QCEW Employees, and Self-Employed

The information in this report pertains to the chosen geographical area.

Economy Overview

44,031

Population (2020)

Population grew by 3,757 over the last 5 years and is projected to grow by 3,961 over the next 5 years.

10,963

Total Regional Employment

Jobs grew by 953 over the last 5 years and are projected to grow by 587 over the next 5 years.

\$50.1K

Avg. Earnings Per Job (2020)

Regional average earnings per job are \$19.5K below the national average earnings of \$69.6K per job.

Takeaways

- As of 2020 the region's population increased by 9.3% since 2015, growing by 3,757. Population is expected to increase by 9.0% between 2020 and 2025, adding 3,961.
- From 2015 to 2020, jobs increased by 9.5% in Coachella, CA (in Riverside county) (ZIP 92236) from 10,010 to 10,963. This change outpaced the national growth rate of 6.2% by 3.3%. Labor force data is not available for Coachella, CA (in Riverside county) (ZIP 92236).
- There is no education attainment data for Coachella, CA (in Riverside county) (ZIP 92236).
- The top three industries in 2020 are Support Activities for Crop Production, Crop Production, and Restaurants and Other Eating Places.

	Population (2020)	Labor Force (2020)	Jobs (2020)	Cost of Living	GRP	Imports	Exports
Region	44,031	N/A	10,963	129.7	\$1.06B	\$2.61B	\$1.73B
City of Moreno Valley Zips	212,269	N/A	55,529	129.7	\$5.63B	\$11.50B	\$8.03B
San Bernardino County, CA	2,197,050	949,925	895,099	130.0	\$96.46B	\$106.11B	\$101.73B
Riverside-San Bernardino-Ontario, CA	4,701,027	2,032,794	1,779,750	129.9	\$186.37B	\$205.14B	\$173.60B
Los Angeles-Long Beach-Anaheim, CA	13,247,101	6,485,849	7,098,901	157.7	\$1.05T	\$579.18B	\$709.13B

2020 Labor Force Breakdown

Population breakdown data is not available at the ZIP level. Please choose a different region to see this data.

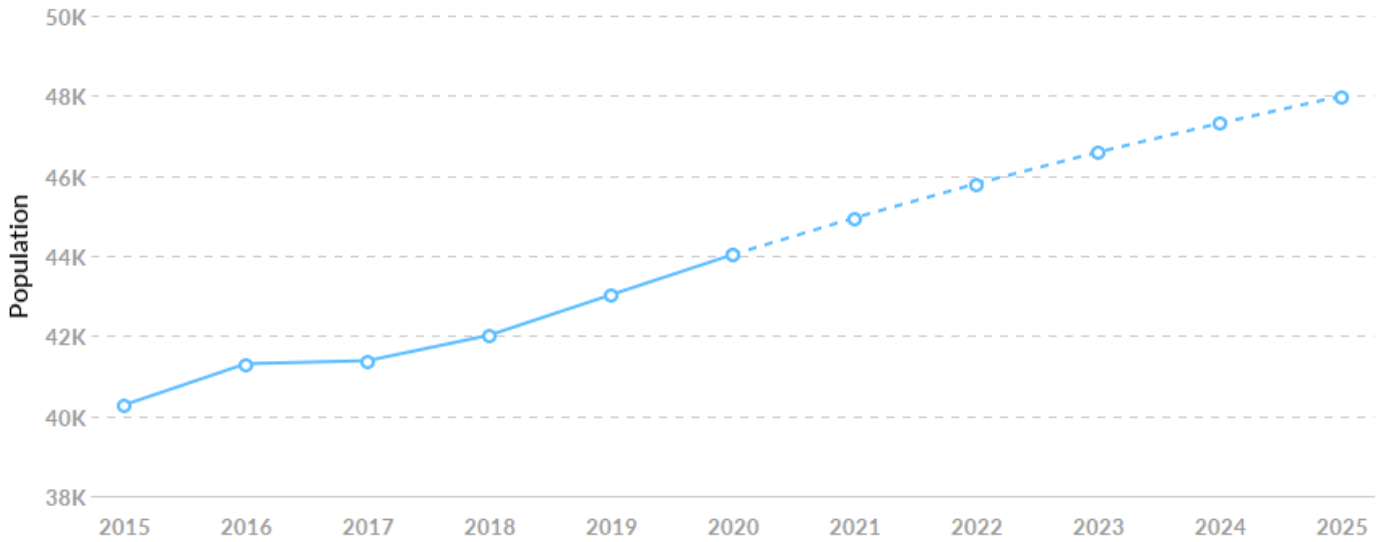
Educational Attainment

Educational attainment data is not available at the ZIP level. Please choose a different region to see this data.

Historic & Projected Trends

Population Trends

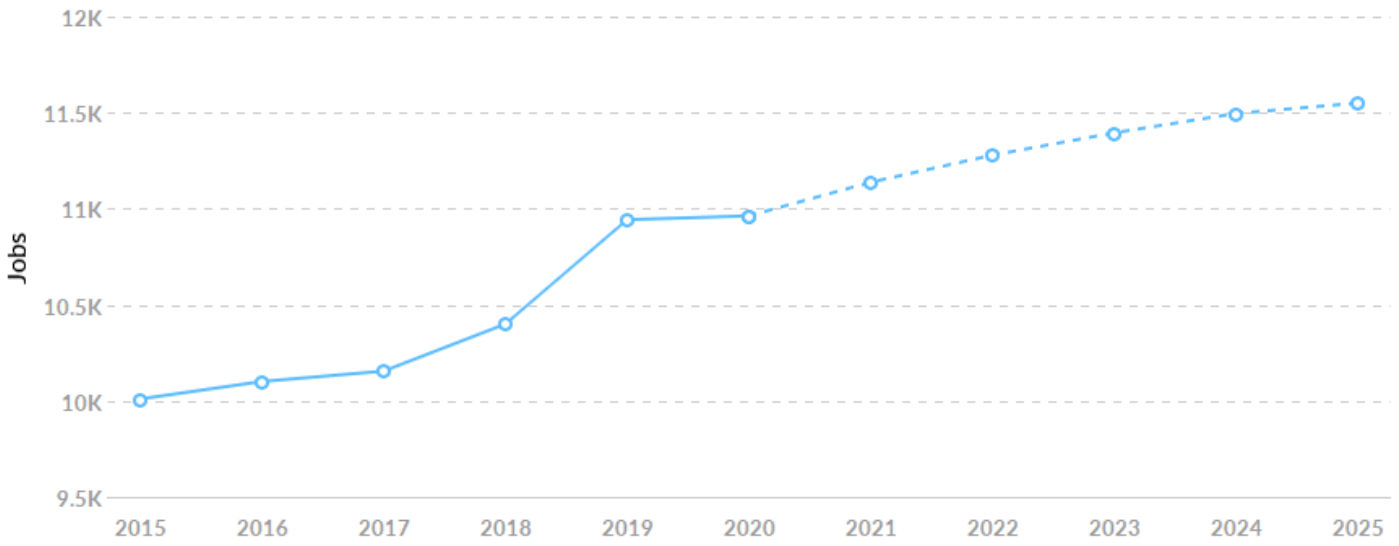
As of 2020 the region's population increased by 9.3% since 2015, growing by 3,757. Population is expected to increase by 9.0% between 2020 and 2025, adding 3,961.



Timeframe	Population
2015	40,274
2016	41,304
2017	41,380
2018	42,017
2019	43,027
2020	44,031
2021	44,950
2022	45,804
2023	46,591
2024	47,312
2025	47,992

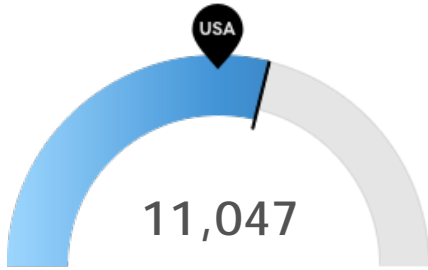
Job Trends

From 2015 to 2020, jobs increased by 9.5% in Coachella, CA (in Riverside county) (ZIP 92236) from 10,010 to 10,963. This change outpaced the national growth rate of 6.2% by 3.3%.



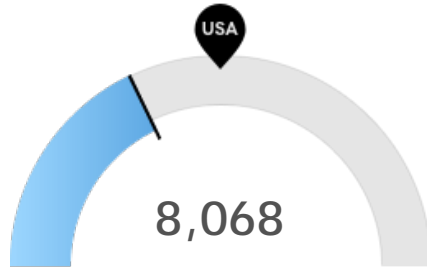
Timeframe	Jobs
2015	10,010
2016	10,101
2017	10,155
2018	10,400
2019	10,943
2020	10,963
2021	11,138
2022	11,279
2023	11,395
2024	11,496
2025	11,550

Population Characteristics



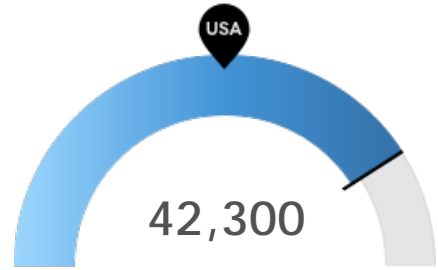
Millennials

Coachella, CA (in Riverside county) (ZIP 92236) has 11,047 millennials (ages 25-39). The national average for an area this size is 8,871.



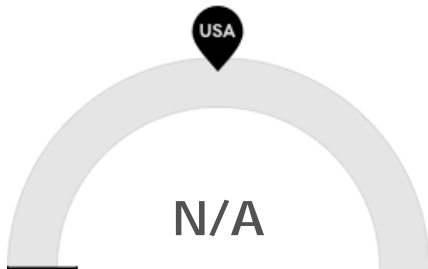
Retiring Soon

Retirement risk is low in Coachella, CA (in Riverside county) (ZIP 92236). The national average for an area this size is 12,650 people 55 or older, while there are 8,068 here.



Racial Diversity

Racial diversity is high in Coachella, CA (in Riverside county) (ZIP 92236). The national average for an area this size is 17,163 racially diverse people, while there are 42,300 here.



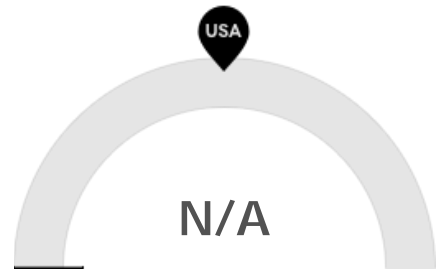
Veterans

Veterans' data is not available at the ZIP level. Please choose a different region level to see this data.



Violent Crime

Crime data is not available at the ZIP level. Please choose a different region level to see this data.

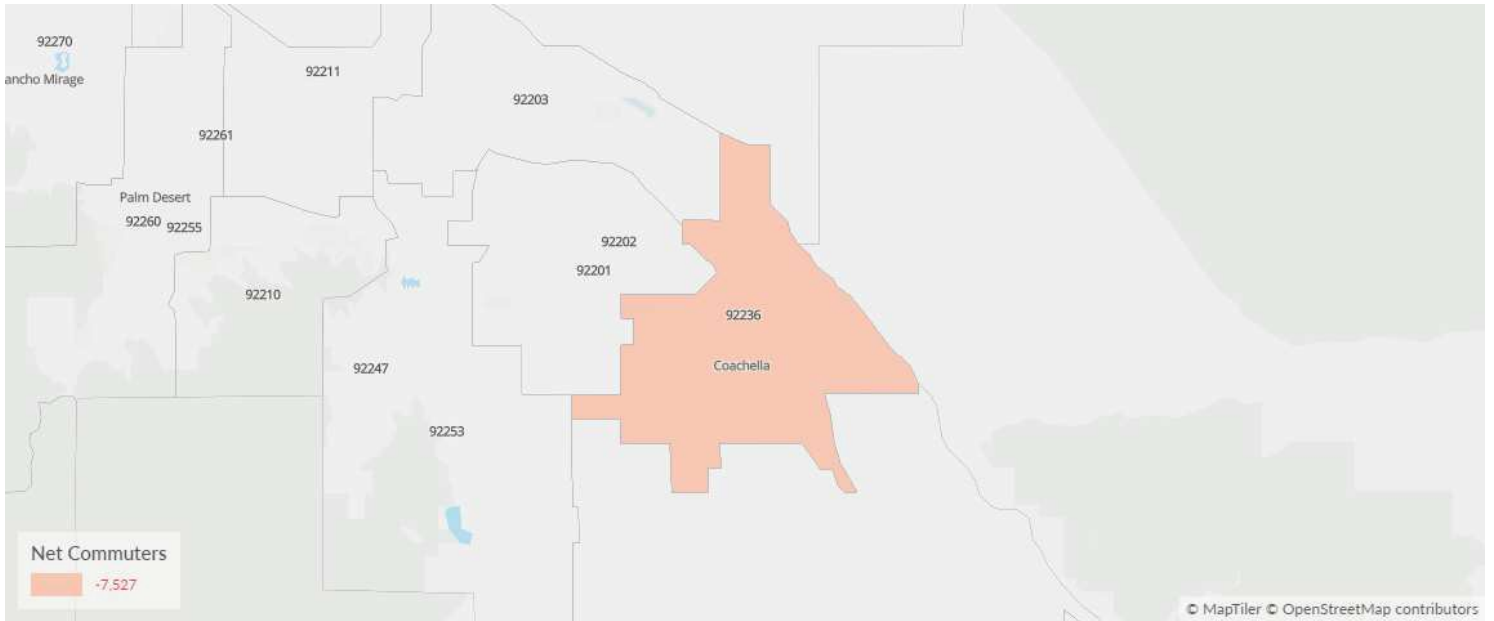


Property Crime

Crime data is not available at the ZIP level. Please choose a different region level to see this data.

Place of Work vs Place of Residence

Understanding where talent in Coachella, CA (in Riverside County) currently works compared to where talent lives can help you optimize site decisions.



Where Talent Works

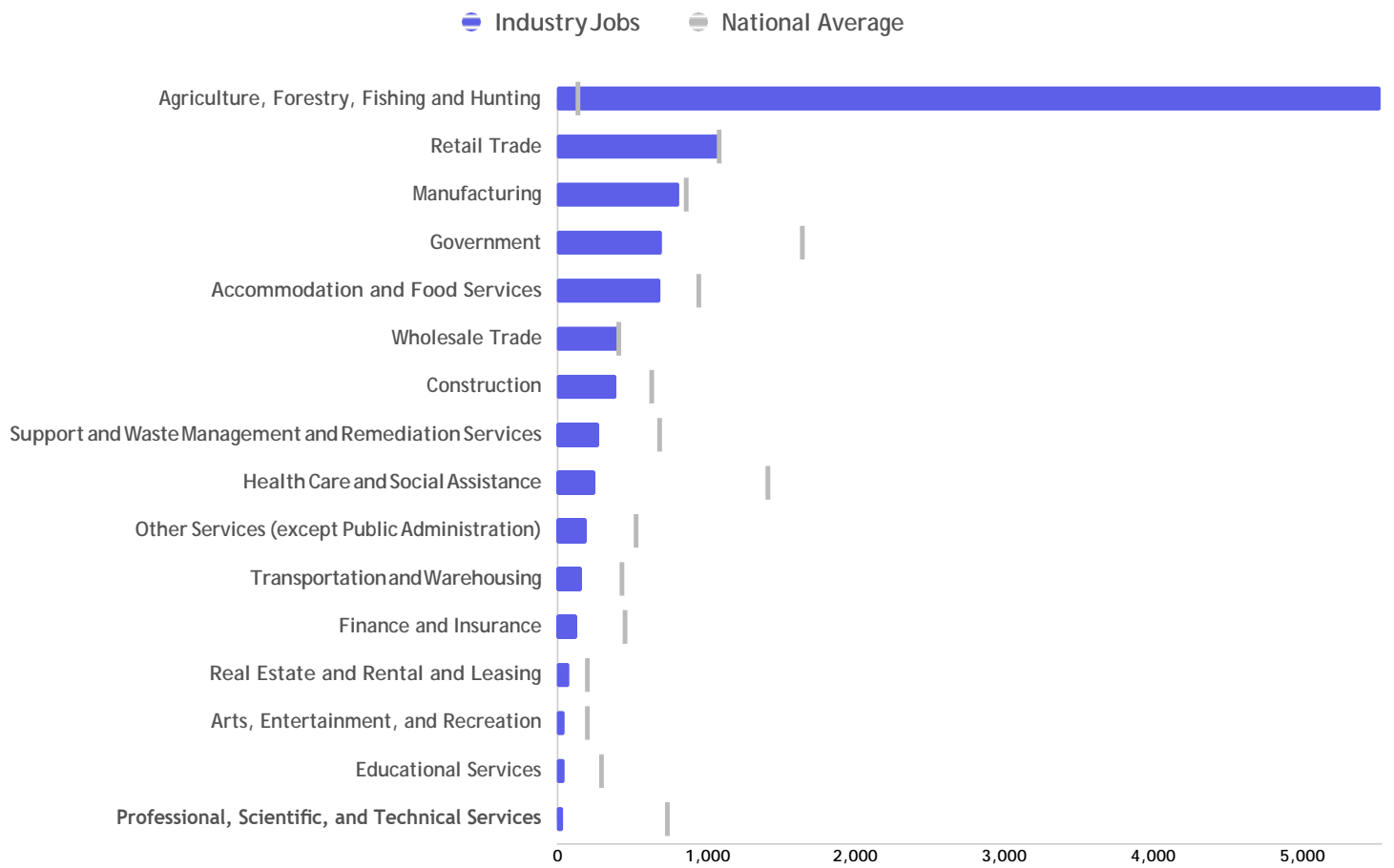
ZIP	Name	2020 Employment
92236	Coachella, CA (in Rivers...	10,963

Where Talent Lives

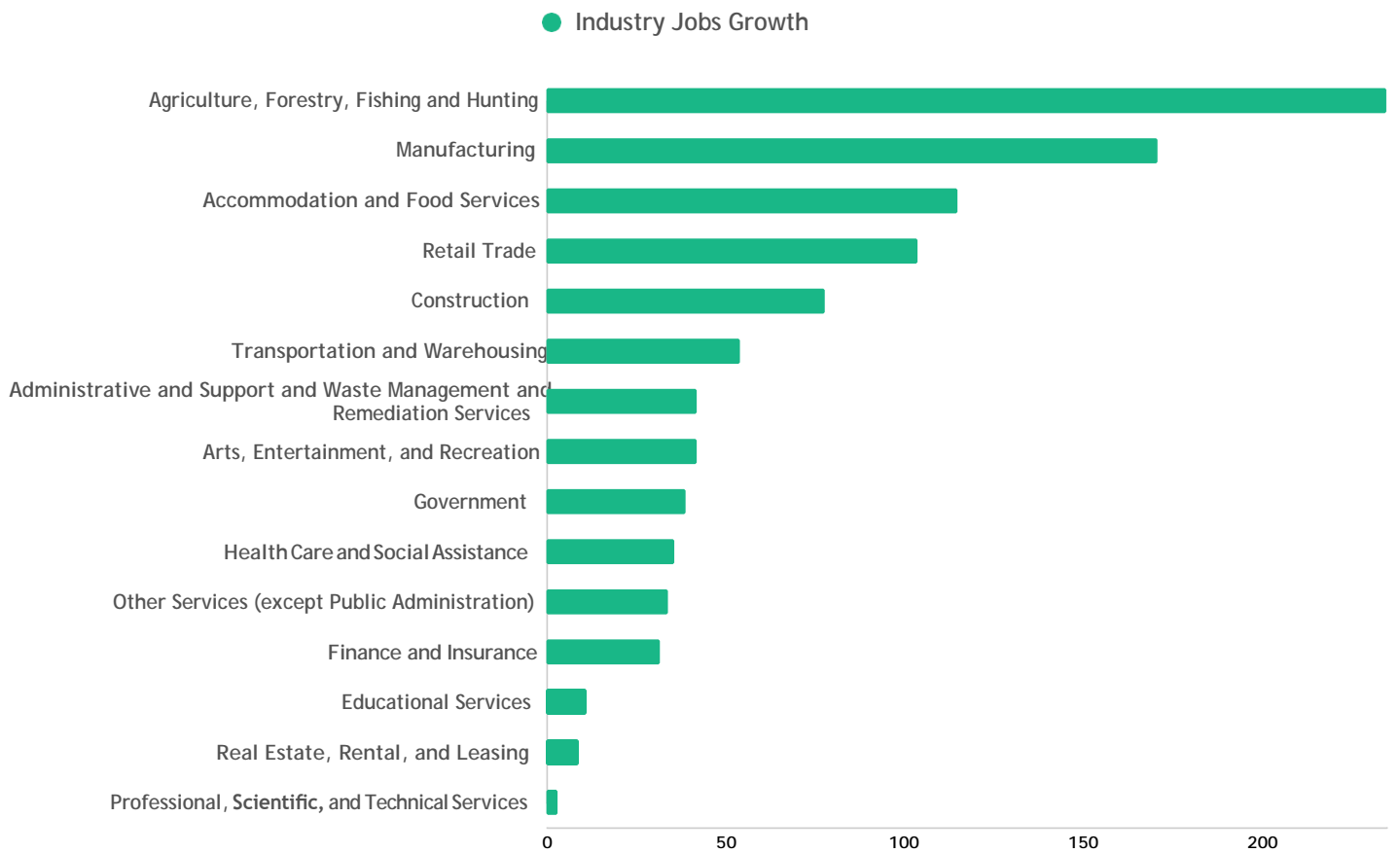
ZIP	Name	2020 Workers
92236	Coachella, CA (in Rivers...	18,490

Industry Characteristics

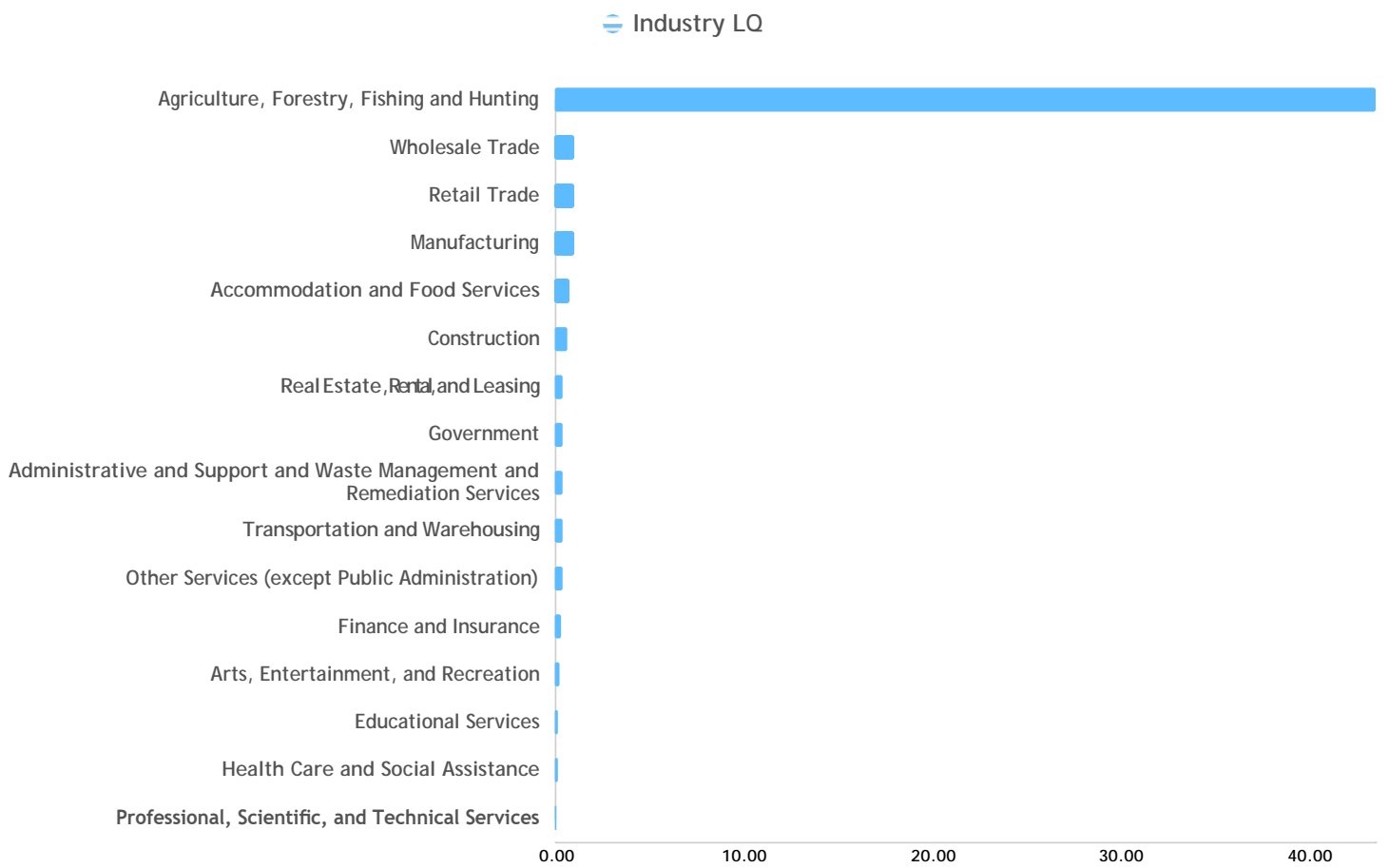
Largest Industries



Top Growing Industries

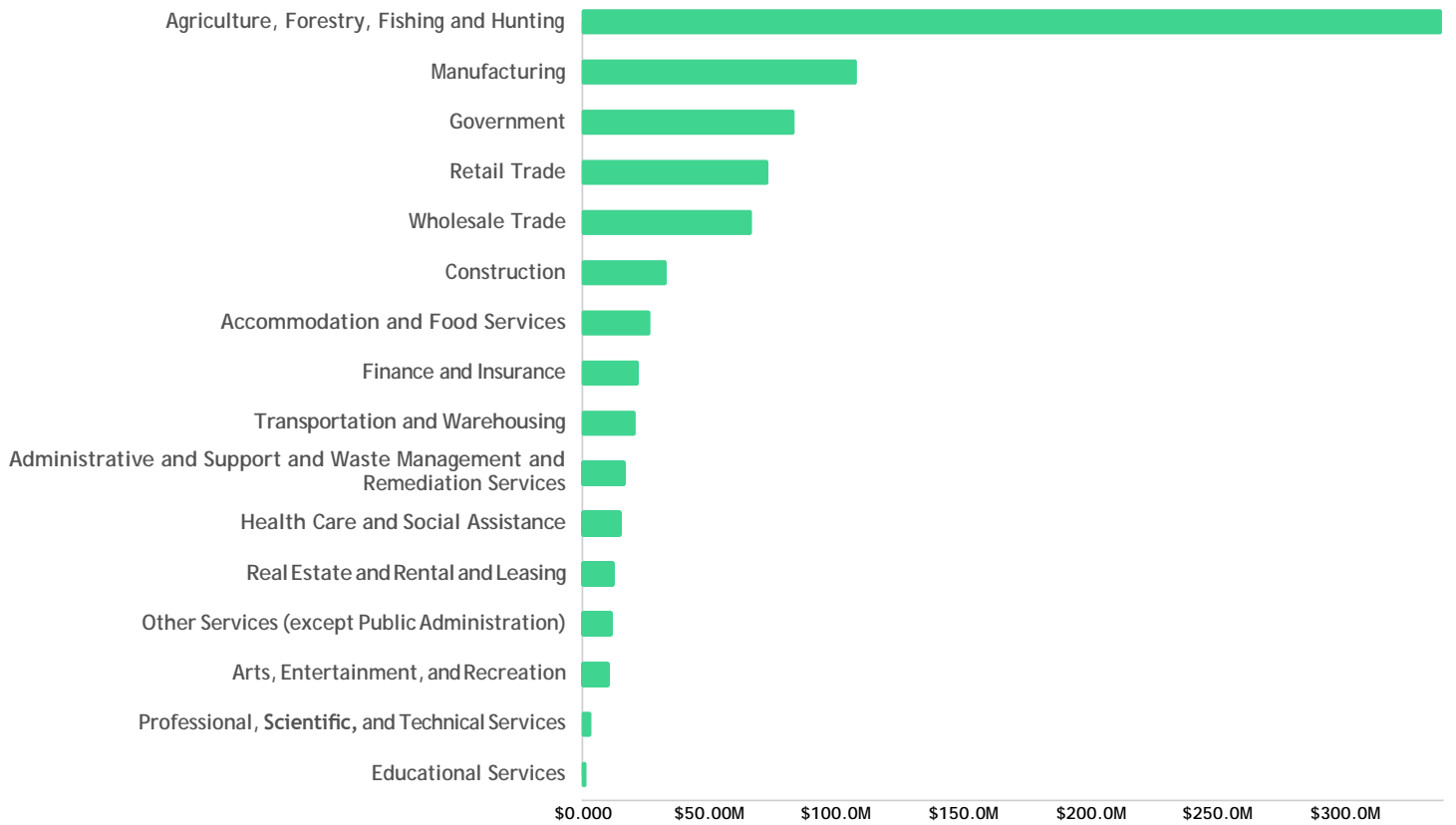


Top Industry LQ



Top Industry GRP

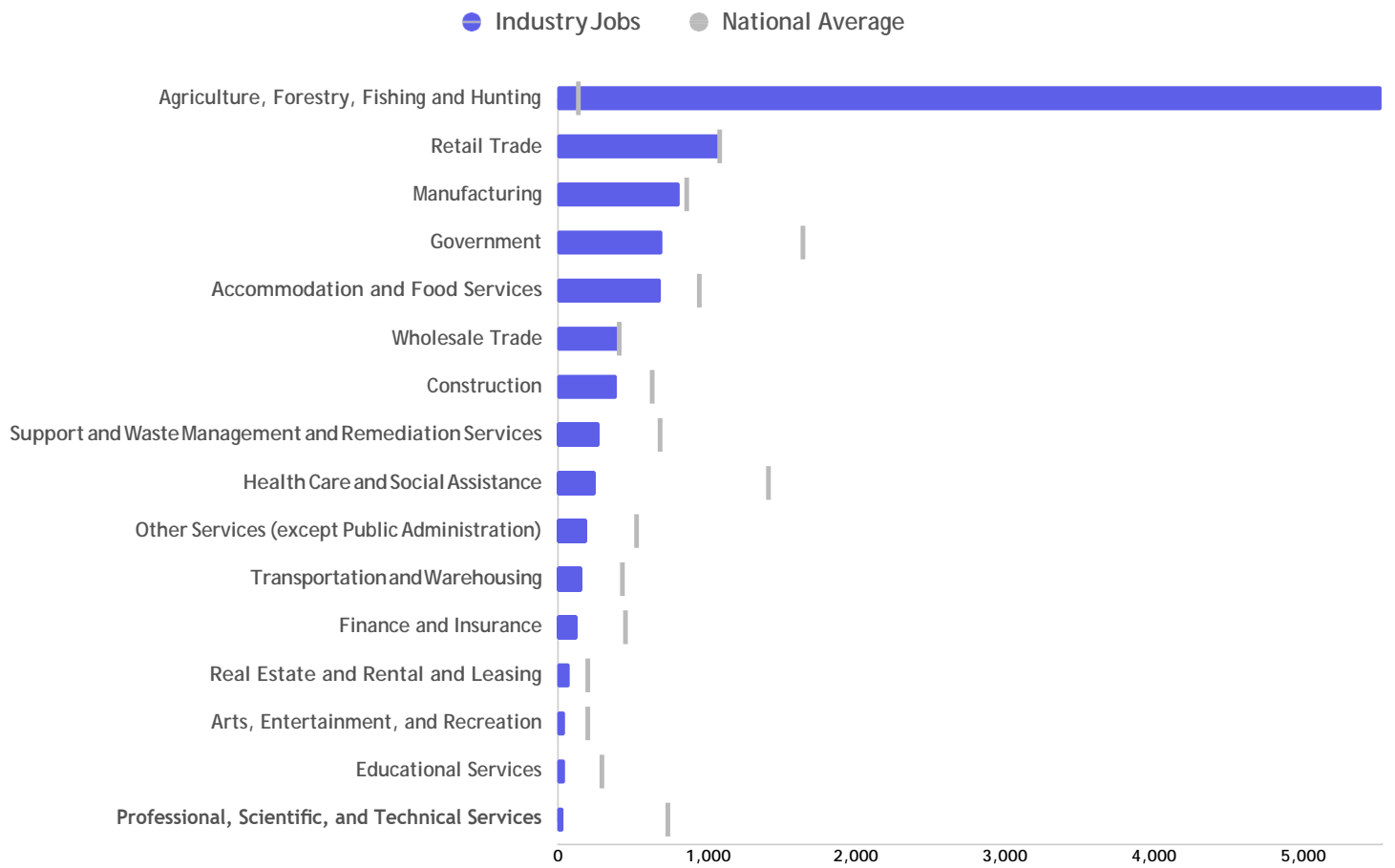
2019 Gross Regional Product



Top Industry Earnings

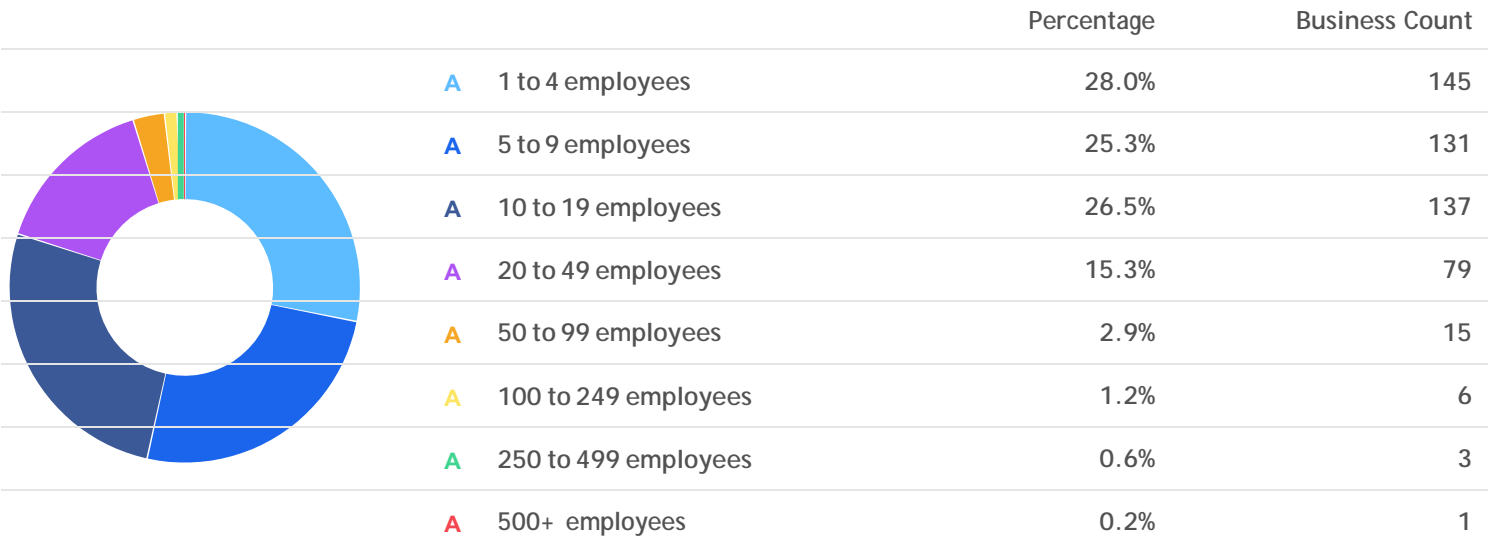


Largest Industries



Business Characteristics

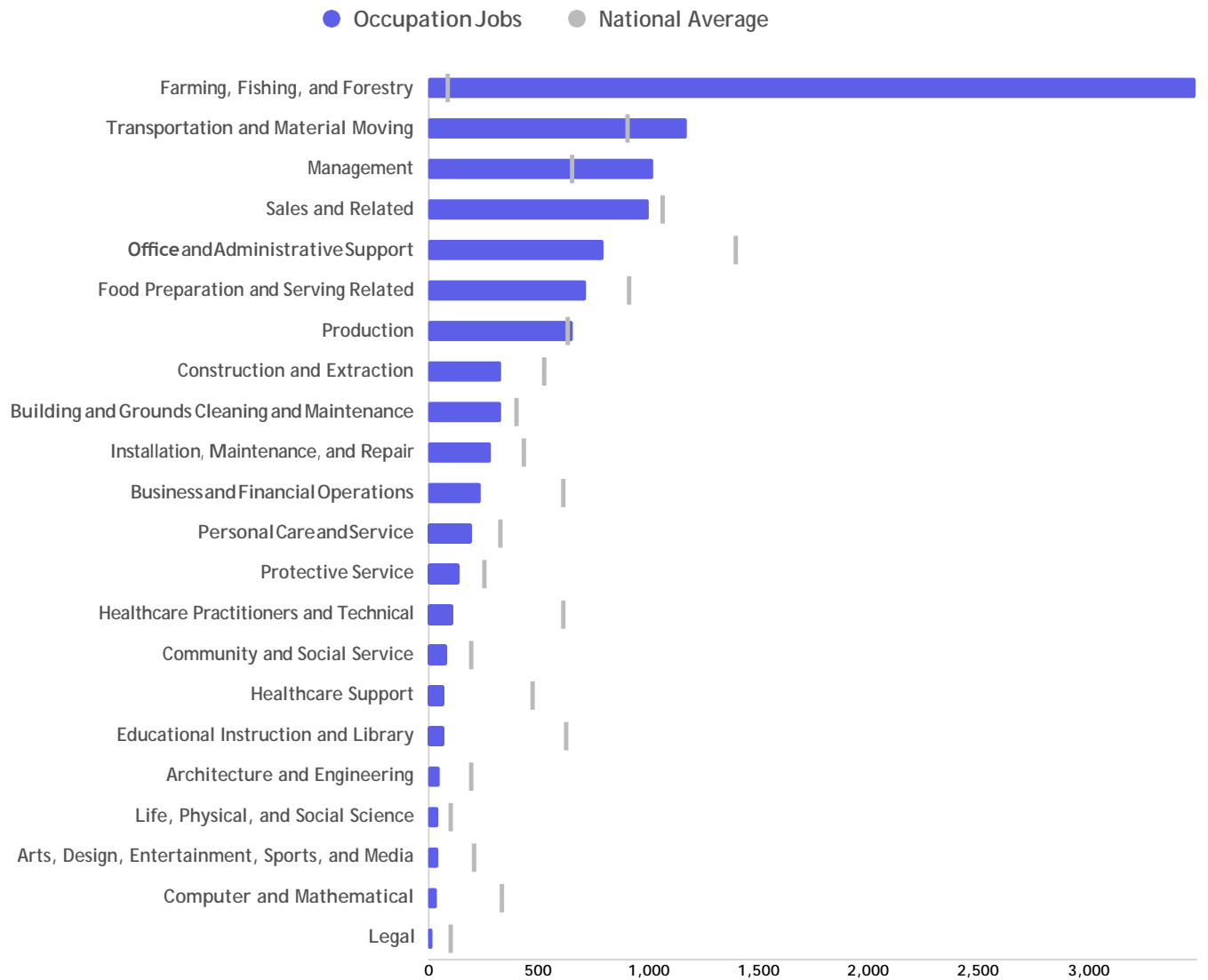
Business Size



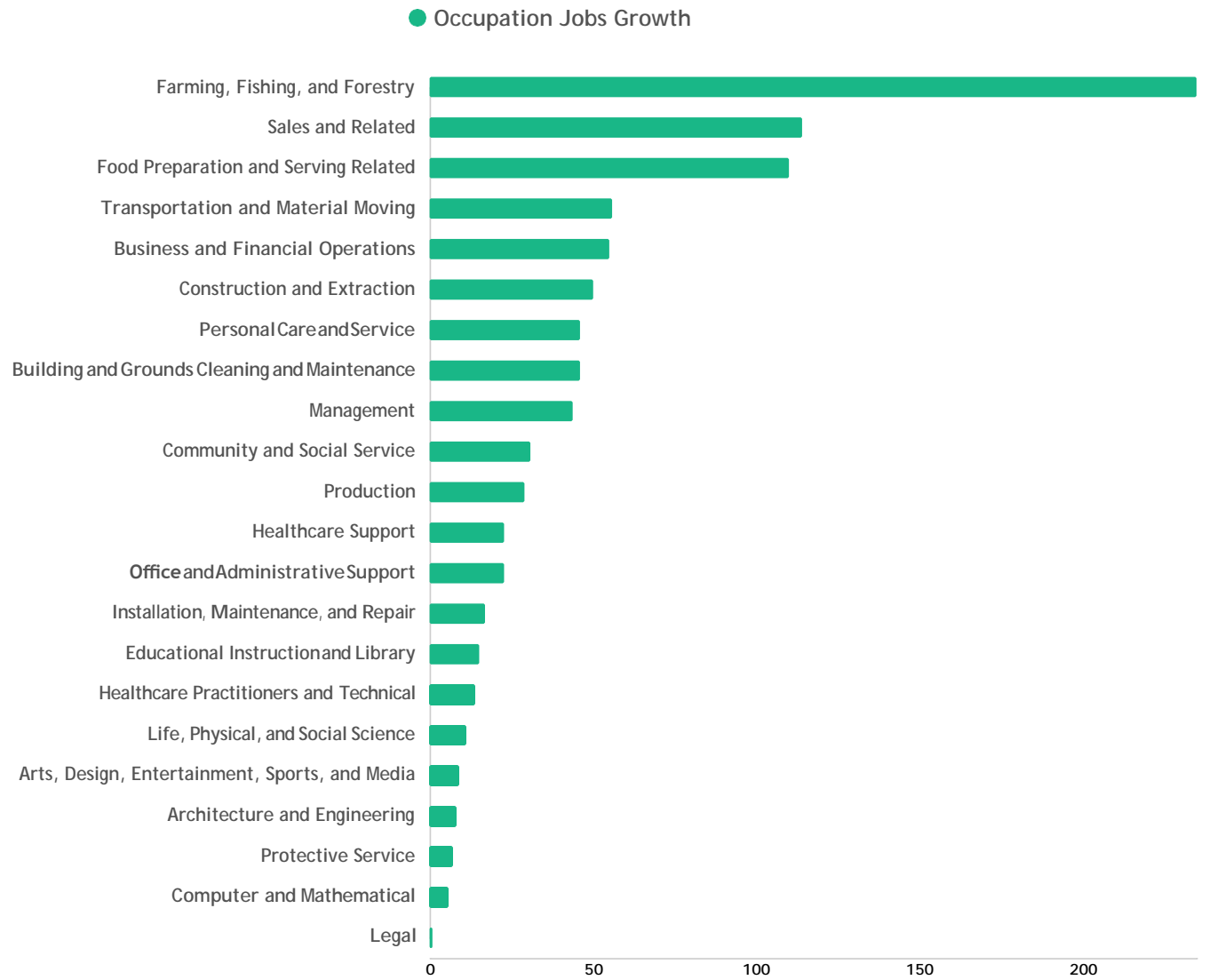
**Business Data by DatabaseUSA.com is third-party data provided by Emsi to its customers as a convenience, and Emsi does not endorse or warrant its accuracy or consistency with other published Emsi data. In most cases, the Business Count will not match total companies with profiles on the summary tab.*

Workforce Characteristics

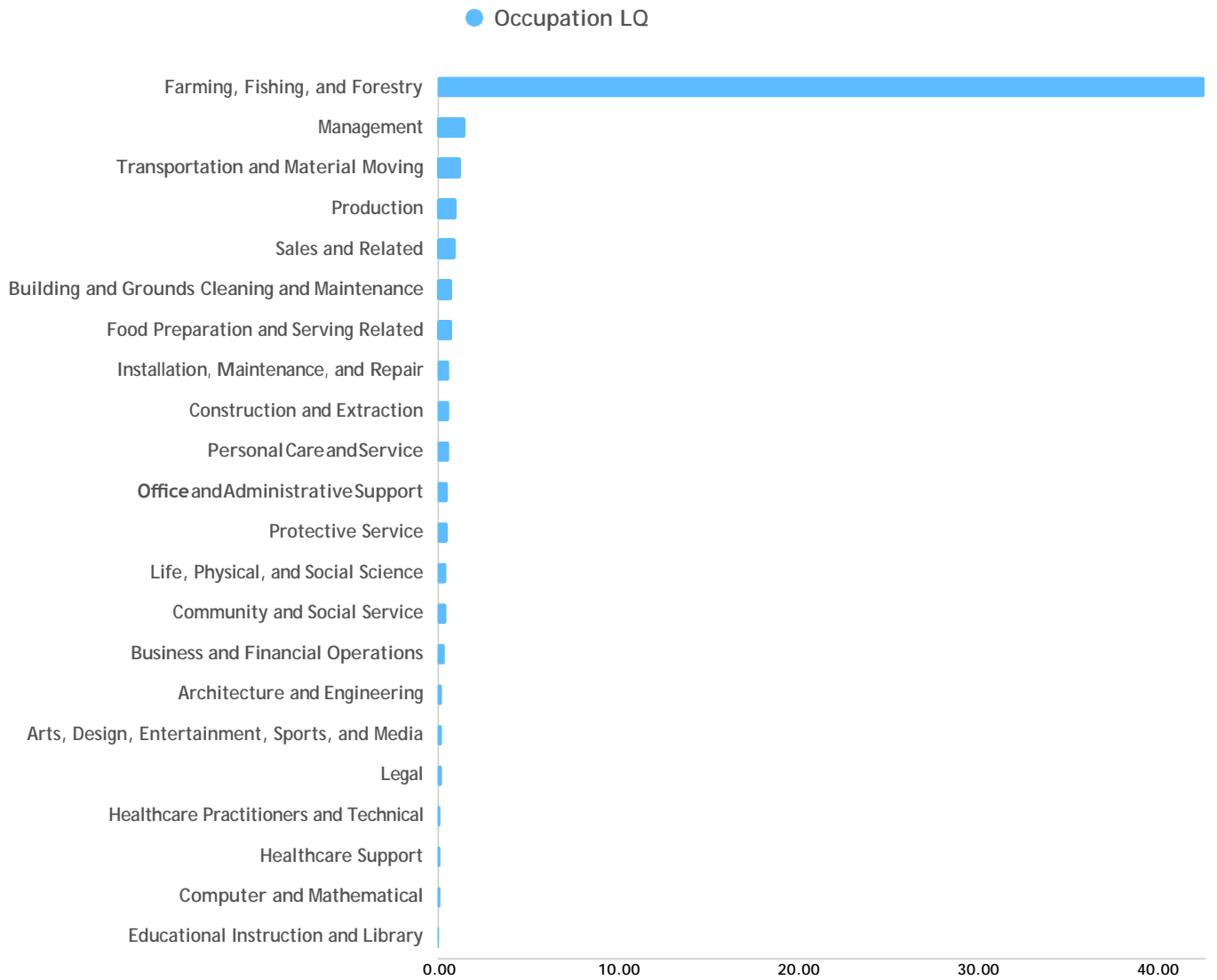
Largest Occupations



Top Growing Occupations



Top Occupation LQ



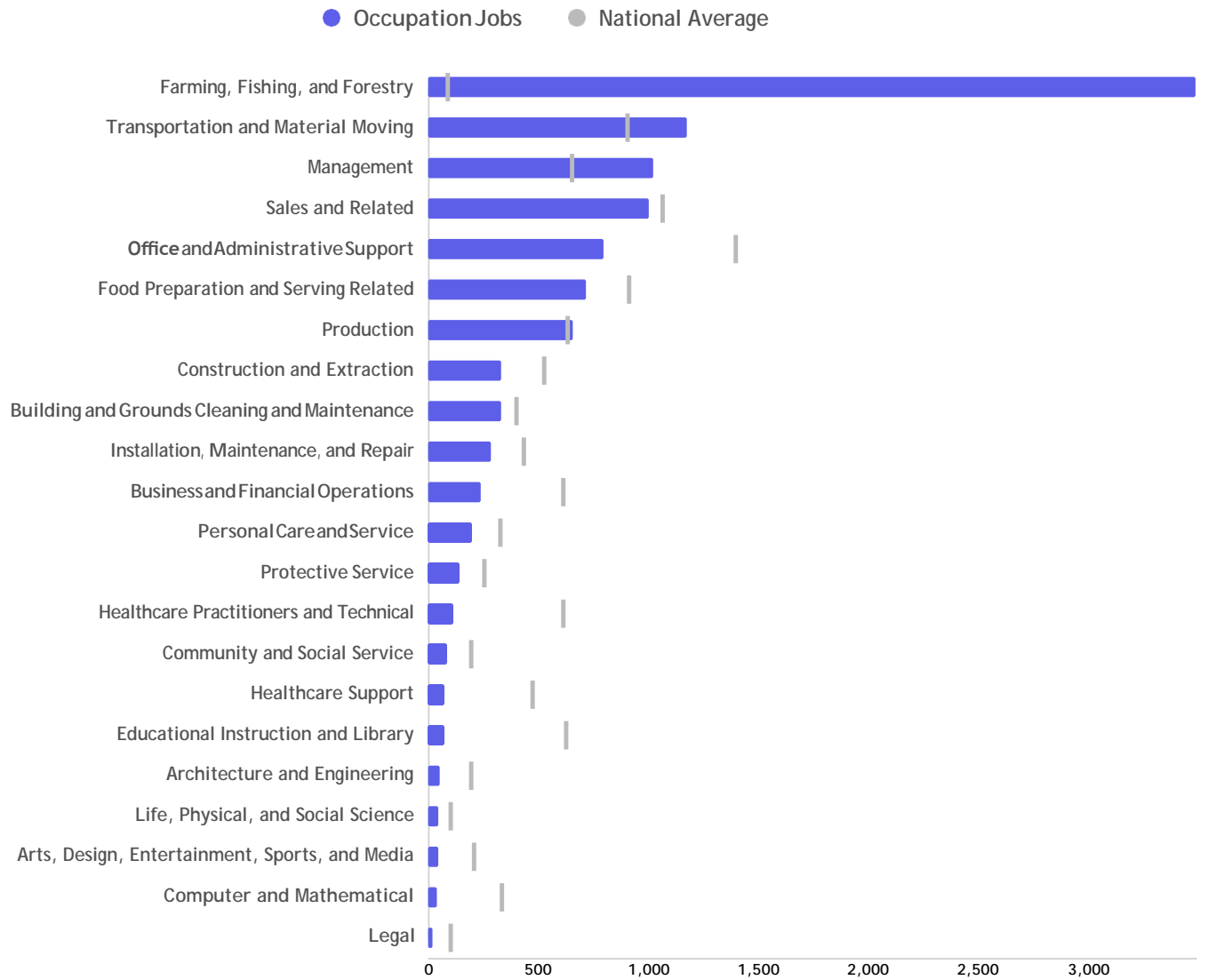
Top Occupation Earnings



Postings data is not available for the currently selected region.


Underemployment data is not available for the currently selected region.

Largest Occupations



Educational Pipeline

In 2019, there were 66 graduates in Coachella, CA (in Riverside county) (ZIP 92236). This pipeline has shrunk by 56% over the last 5 years. The highest share of these graduates come from Building Construction Technology, Business/Office Automation/Technology/Data Entry, and "Heating, Air Conditioning, Ventilation and Refrigeration Maintenance Technology/Technician".

School	Total Graduates (2019)	Graduate Trend (2015 - 2019)
CET-Coachella	66	

- Certificate
- Associate's
- Bachelor's
- Master's or Higher

Regional Comparison

Emsi Q2 2020 Data Set

January 2021



Riverside County EDA



1325 Spruce St.
Riverside, California 92507
951.955.3100

Parameters

Item 10.

Regions:

Code	Description
92236	Coachella, CA (in Riverside county) (ZIP 92236)
Group	Coachella Valley Zips

Code	Description
6065	Riverside County, CA

Industries:

Code	Description
11	Agriculture, Forestry, Fishing and Hunting
21	Mining, Quarrying, and Oil and Gas Extraction
22	Utilities
23	Construction
31	Manufacturing
42	Wholesale Trade
44	Retail Trade
48	Transportation and Warehousing
51	Information
52	Finance and Insurance

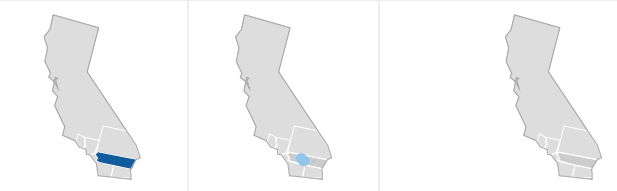
Code	Description
53	Real Estate and Rental and Leasing
54	Professional, Scientific, and Technical Services
55	Management of Companies and Enterprises
56	Administrative and Support and Waste Management and Remediation Services
61	Educational Services
62	Health Care and Social Assistance
71	Arts, Entertainment, and Recreation
72	Accommodation and Food Services
81	Other Services (except Public Administration)

Timeframe: 2016 - 2020

Datarun: 2020.4 - QCEW Employees, Non-QCEW Employees, and Self-Employed

Note: Regional Demand, Sales, and GRP are calculated using Emsi's complete class of worker dataset (including QCEW employees, self-employed, and extended proprietors). Item 10.

Riverside County, CA Coachella Valley Zips* Coachella, CA (in Riverside county) (ZIP 92236)*






Regional Population (2020)




Regional Metrics




Population (2020)	2,503,977	460,772	44,031
Current Average Earnings	\$57,149	\$50,795	\$50,122
Mean Commute Time (2018)	33.3 minutes	33.3 minutes	33.3 minutes
Labor Force (Aug 2020)	1,082,869	1,082,869	1,082,869
Participation Rate (Aug 2020)	54.4%	54.4%	54.4%




Industry Metrics




Agriculture, Forestry, Fishing and Hunting			
Job Change %	+3%	+6%	+4%
Jobs (2016)	13,840	9,143	5,305
Jobs (2020)	14,204	9,648	5,543
Payrolled Business Locations	487	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$35,477	\$33,932	\$34,881
Jobs LQ (2020)	1.38	4.35	43.58
% Demand met in-region	79.7%	77.8%	75.3%
% Demand met by imports	20.3%	22.2%	24.7%
Mining, Quarrying, and Oil and Gas Extraction			
Job Change %	+50%	+49%	0%
Jobs (2016)	324	59	0
Jobs (2020)	486	88	0
Payrolled Business Locations	24	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$84,038	\$82,034	\$0
Jobs LQ (2020)	0.14	0.11	0.00
% Demand met in-region	10.8%	4.5%	0.0%
% Demand met by imports	89.2%	95.5%	100.0%
Utilities			
Job Change %	+1%	-3%	Insf. Data
Jobs (2016)	1,459	789	<10




	Riverside County, CA	Coachella Valley Zips*	Coachella, CA (in Riverside county) (ZIP 92236)*
Regional Population (2020)			
Jobs (2020)	1,480	762	12
Payrolled Business Locations	65	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$115,691	\$128,579	\$128,645
Jobs LQ (2020)	0.50	1.19	0.33
% Demand met in-region	36.9%	34.5%	1.2%
% Demand met by imports	63.1%	65.5%	98.8%
Construction			
Job Change %	+16%	+16%	+18%
Jobs (2016)	75,744	11,970	339
Jobs (2020)	87,780	13,940	401
Payrolled Business Locations	5,341	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$55,873	\$52,565	\$58,024
Jobs LQ (2020)	1.74	1.28	0.64
% Demand met in-region	93.6%	44.8%	18.4%
% Demand met by imports	6.4%	55.2%	81.6%
Manufacturing			
Job Change %	+7%	+17%	+39%
Jobs (2016)	44,805	3,333	595
Jobs (2020)	48,045	3,890	825
Payrolled Business Locations	1,741	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$55,207	\$52,975	\$51,779
Jobs LQ (2020)	0.69	0.26	0.96
% Demand met in-region	23.0%	4.7%	1.0%
% Demand met by imports	77.0%	95.3%	99.0%
Wholesale Trade			
Job Change %	+6%	+9%	-3%
Jobs (2016)	25,376	3,001	421
Jobs (2020)	26,980	3,282	407
Payrolled Business Locations	1,995	Insf. Data	Insf. Data

	Riverside County, CA	Coachella Valley Zips*	Coachella, CA (in Riverside county) (ZIP 92236)*
Regional Population (2020)			
Wages, Salaries, & Proprietor Earnings (2020)	\$62,135	\$55,924	\$58,158
Jobs LQ (2020)	0.84	0.47	1.03
% Demand met in-region	41.4%	11.4%	8.6%
% Demand met by imports	58.6%	88.6%	91.4%
Retail Trade			
Job Change %	+2%	+1%	+7%
Jobs (2016)	97,810	25,760	1,022
Jobs (2020)	100,103	25,912	1,089
Payrolled Business Locations	5,227	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$34,268	\$33,107	\$31,056
Jobs LQ (2020)	1.16	1.39	1.02
% Demand met in-region	56.4%	33.2%	6.6%
% Demand met by imports	43.6%	66.8%	93.4%
Transportation and Warehousing			
Job Change %	+40%	+29%	+21%
Jobs (2016)	40,330	3,207	144
Jobs (2020)	56,313	4,143	174
Payrolled Business Locations	1,566	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$46,189	\$39,591	\$43,566
Jobs LQ (2020)	1.66	0.56	0.41
% Demand met in-region	66.2%	26.5%	1.9%
% Demand met by imports	33.8%	73.5%	98.1%
Information			
Job Change %	+5%	+8%	Insf. Data
Jobs (2016)	7,275	1,985	<10
Jobs (2020)	7,668	2,150	<10
Payrolled Business Locations	464	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$57,101	\$52,928	Insf. Data
Jobs LQ (2020)	0.48	0.62	0.02

	Riverside County, CA	Coachella Valley Zips*	Coachella, CA (in Riverside county) (ZIP 92236)*	
Regional Population (2020)				
% Demand met in-region	37.4%	33.4%		1.8%
% Demand met by imports	62.6%	66.6%		98.2%
Finance and Insurance				
Job Change %	-3%	+6%		+30%
Jobs (2016)	14,262	2,548		102
Jobs (2020)	13,888	2,698		133
Payrolled Business Locations	1,822	Insf. Data		Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$71,713	\$74,109		\$62,114
Jobs LQ (2020)	0.39	0.35		0.30
% Demand met in-region	34.0%	25.0%		2.2%
% Demand met by imports	66.0%	75.0%		97.8%
Real Estate and Rental and Leasing				
Job Change %	+7%	+8%		+8%
Jobs (2016)	14,013	4,520		80
Jobs (2020)	14,954	4,892		86
Payrolled Business Locations	2,332	Insf. Data		Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$57,005	\$55,121		\$48,558
Jobs LQ (2020)	0.98	1.49		0.45
% Demand met in-region	74.9%	69.1%		7.3%
% Demand met by imports	25.1%	30.9%		92.7%
Professional, Scientific, and Technical Services				
Job Change %	+12%	+13%		+11%
Jobs (2016)	28,013	5,269		36
Jobs (2020)	31,389	5,965		40
Payrolled Business Locations	4,085	Insf. Data		Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$65,553	\$63,106		\$65,981
Jobs LQ (2020)	0.53	0.47		0.06
% Demand met in-region	42.9%	29.0%		2.4%
% Demand met by imports	57.1%	71.0%		97.6%

	Riverside County, CA	Coachella Valley Zips*	Coachella, CA (in Riverside county) (ZIP 92236)*
Regional Population (2020)			
Management of Companies and Enterprises			
Job Change %	+11%	+17%	0%
Jobs (2016)	2,833	99	0
Jobs (2020)	3,147	116	0
Payrolled Business Locations	124	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$87,368	\$84,864	\$0
Jobs LQ (2020)	0.25	0.04	0.00
% Demand met in-region	17.1%	1.8%	0.0%
% Demand met by imports	82.9%	98.2%	100.0%
Administrative and Support and Waste Management and Remediation Services			
Job Change %	+14%	+14%	+12%
Jobs (2016)	55,379	14,193	253
Jobs (2020)	63,167	16,166	284
Payrolled Business Locations	2,636	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$33,475	\$34,035	\$38,743
Jobs LQ (2020)	1.16	1.37	0.42
% Demand met in-region	89.9%	59.6%	8.6%
% Demand met by imports	10.1%	40.4%	91.4%
Educational Services			
Job Change %	+18%	+17%	+20%
Jobs (2016)	11,396	1,828	46
Jobs (2020)	13,473	2,140	55
Payrolled Business Locations	482	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$30,507	\$33,507	\$34,044
Jobs LQ (2020)	0.59	0.44	0.19
% Demand met in-region	33.2%	21.2%	3.2%
% Demand met by imports	66.8%	78.8%	96.8%
Health Care and Social Assistance			

	Riverside County, CA	Coachella Valley Zips*	Coachella, CA (in Riverside county) (ZIP 92236)*
Regional Population (2020)			
Job Change %	+20%	+19%	+18%
Jobs (2016)	96,378	23,452	216
Jobs (2020)	115,511	27,922	255
Payrolled Business Locations	31,370	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$45,099	\$43,477	\$40,331
Jobs LQ (2020)	1.02	1.14	0.18
% Demand met in-region	63.6%	60.3%	4.2%
% Demand met by imports	36.4%	39.7%	95.8%
Arts, Entertainment, and Recreation			
Job Change %	+12%	+12%	+211%
Jobs (2016)	14,954	7,123	18
Jobs (2020)	16,692	7,955	56
Payrolled Business Locations	673	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$31,154	\$33,843	\$46,301
Jobs LQ (2020)	1.07	2.36	0.29
% Demand met in-region	64.0%	64.3%	9.5%
% Demand met by imports	36.0%	35.7%	90.5%
Accommodation and Food Services			
Job Change %	+11%	+9%	+13%
Jobs (2016)	78,734	27,403	618
Jobs (2020)	87,302	29,860	697
Payrolled Business Locations	4,042	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$23,696	\$26,521	\$20,393
Jobs LQ (2020)	1.15	1.82	0.74
% Demand met in-region	92.7%	72.8%	10.7%
% Demand met by imports	7.3%	27.2%	89.3%
Other Services (except Public Administration)			
Job Change %	+8%	+9%	+10%
Jobs (2016)	37,102	8,784	180

	Riverside County, CA	Coachella Valley Zips*	Coachella, CA (in Riverside county) (ZIP 92236)*
Regional Population (2020)			
Jobs (2020)	40,187	9,551	198
Payrolled Business Locations	3,495	Insf. Data	Insf. Data
Wages, Salaries, & Proprietor Earnings (2020)	\$32,662	\$33,245	\$39,343
Jobs LQ (2020)	0.96	1.06	0.38
% Demand met in-region	73.9%	50.7%	6.6%
% Demand met by imports	26.1%	49.3%	93.4%

* Some metrics are only available at the county-level or above. Therefore, for ZIP-level regions, the following data categories reference county-level data: Median Household Income, Cost of Living, Unemployment, Labor Force, Mean Commute Time, and Crime.

Input-Output Data

The input-output model in this report is Emsi's gravitational flows multi-regional social account matrix model (MR-SAM). It is based on data from the Census Bureau's Current Population Survey and American Community Survey; as well as the Bureau of Economic Analysis' National Income and Product Accounts, Input-Output Make and Use Tables, and Gross State Product data. In addition, several Emsi in-house data sets are used, as well as data from Oak Ridge National Labs on the cost of transportation between counties.

Demographic Data

The demographic data in this report is compiled from several sources using a specialized process. Sources include annual population estimates and population projections from the US Census Bureau, and birth and mortality rates from the US Health Department.

Industry Data

Emsi industry data have various sources depending on the class of worker. (1) For QCEW Employees, Emsi primarily uses the QCEW (Quarterly Census of Employment and Wages), with supplemental estimates from County Business Patterns. (2) Non-QCEW employees data are based on a number of sources including QCEW, Current Employment Statistics, County Business Patterns, BEA State and Local Personal Income reports, the National Industry-Occupation Employment Matrix (NIOEM), the American Community Survey, and Railroad Retirement Board statistics. (3) Self-Employed and Extended Proprietor classes of worker data are primarily based on the American Community Survey, Nonemployer Statistics, and BEA State and Local Personal Income Reports. Projections for QCEW and Non-QCEW Employees are informed by NIOEM and long-term industry projections published by individual states.

Location Quotient

Location quotient (LQ) is a way of quantifying how concentrated a particular industry, cluster, occupation, or demographic group is in a region as compared to the nation. It can reveal what makes a particular region unique in comparison to the national average.

Shift Share

Shift share is a standard regional analysis method that attempts to determine how much of regional job growth can be attributed to national trends and how much is due to unique regional factors.

ZIP Code Data Disclaimer

Due to a lack of source data at the ZIP code level, Emsi's ZIP-level estimates can be less accurate when looking at a small number of ZIP codes. This is especially likely to occur in rural areas.

State Data Sources

This report uses state data from the following agencies: California Labor Market Information Department

COACHELLA CITY FIRE DEPARTMENT

QUARTERLY REPORT

OCTOBER - DECEMBER 2020



INSIDE THIS ISSUE

1. Personnel Assignments
2. Response Reports
3. Administration Reports

ADMINISTRATION
1377 SIXTH STREET
COACHELLA, CA 92236
(760) 398-8895

1. Battalion Chief – Bonifacio De La Cruz
2. Administrative Assistant – Marisa Duran

STATION 79
1377 SIXTH STREET
COACHELLA, CA 92236
(760) 398-8895

Engine Company 79

1. Fire Captain – Johnny Garcia
2. Fire Captain – Rodrigo Vega
3. Fire Captain – Juan Arroyo
4. Fire Apparatus Engineer – Tommy Lemus
5. Firefighter Apparatus Engineer/Paramedic – Vacant
6. Firefighter II/Paramedic – Michael Gonzales
7. Firefighter II/Paramedic – Joshua Brann
8. Firefighter II/Paramedic – Fredy Cruz

TRUCK 86
46-990 JACKSON ST.
INDIO, CA 92201
(760) 347-0726

Truck Company

1. Fire Captain – Darrel Anderson
2. Fire Captain – Luis Alvarez
3. Fire Captain – Mark Greenway
4. Fire Apparatus Engineer – Noah Dimuccio
5. Fire Apparatus Engineer – Bryan Rowe
6. Fire Apparatus Engineer – Alfonso Moreno
7. Firefighter II – Beau Clevenger
8. Firefighter II – Tyler Mentges
9. Firefighter II – Jesus Ortega
10. Firefighter II/PM – Kyle Wilmore
11. Firefighter II/PM – Andrew Barbosa
12. Firefighter II/PM – Sean Mc Chesney

YEAR END RESPONSE REPORT

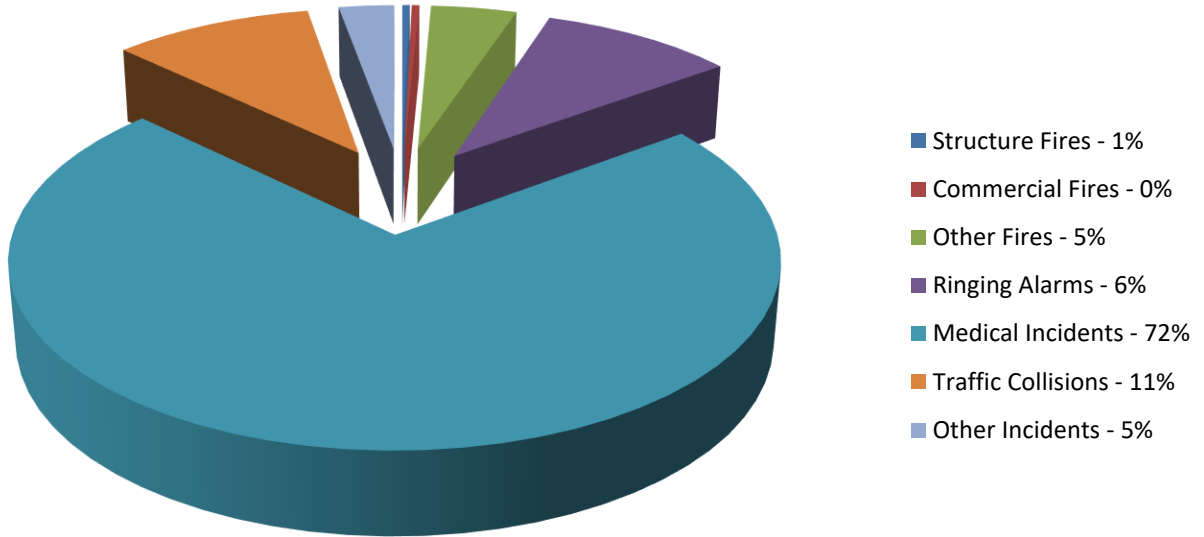
OCTOBER 1, 2020 – DECEMBER 31, 2020

	OCTOBER	NOVEMBER	DECEMBER	YTD (CITY OF COACHELLA)
STRUCTURE FIRES	2	0	1	19
COMMERCIAL FIRES	1	2	0	7
OTHER FIRES	6	12	16	154
RINGING/FALSE ALARMS	16	33	28	210
MEDICAL INCIDENTS	157	169	238	2,321
TRAFFIC COLLISIONS	31	25	23	249
OTHER INCIDENTS	16	7	12	129
TOTAL	229	248	318	3,089

RESPONSE TIMES

	OCTOBER	NOVEMBER	DECEMBER	YTD (CITY OF COACHELLA)
AVERAGE RESPONSE TIMES (MINUTES)	4.2	4.0	4.6	4.5
% OF CALLS ON SCENE IN 5 MINUTES OR LESS	71%	74%	70%	71%

**Coachella Fire Department Response Totals
October - December 2020
Total of 795**



SIGNIFICANT EVENT

10/2/20 – Firefighters were dispatched to a reported commercial structure fire at the McDonalds located at the corner of Avenue 48 and Jackson Street, in the City of Coachella. Upon arrival, Firefighters found a small grease fire that had been extinguished prior to arrival by an employee of the restaurant. The Manager stated there was a small fire burning on the grill and it was extinguished by a staff member who discharged the fire protection system.
Total Lost: \$1,000.00 Total Saved: \$500,000.00

12/15/20 – Coachella City firefighters along with Indio fire units were dispatched to an outside fire to the rear of the 99 Cent Store in the City of Coachella. At scene the first due Company Officer reported a dumpster and multiple pallets of cardboard on fire against the rear wall of the structure. Firefighters quickly extinguished the fire and kept the fire from entering the building. The fire did cause some minor damage to the rear exterior wall of the building. There were no reported civilian or Firefighter injuries.

12/29/20 – Fire units from Coachella, Indio, Thermal, La Quinta, Thousand Palms, and the American Red Cross responded to a residential structure fire at 52-389 Calle Techa. Engine 79 reported a single-story residential home with heavy smoke coming from the front of the

residence. Upon further investigation it was found that there was a confirmed fire in the attic of the residence. Firefighters were able to extinguish and contain the fire to the attic. Due to the extensive damage, the American Red Cross was contacted to assist with the displacement of residents. No reported injuries to either civilian or firefighters. Total Lost: \$100,000.00
Total Saved: \$120,000.00

Administrative Reports

ADMINISTRATION

Administration continues to keep busy scheduling business inspections/re-inspections as well as station tours and fire prevention presentations at various local schools/businesses. Clerical administration duties continue to audit and reconcile the station's Data/Response Records as well as overhaul files and recordkeeping systems. Clerical administrative duties have continued to look for ways to improve office efficiency and customer service and looks forward to attending upcoming training sponsored by the County of Riverside.

FIRE PREVENTION

The Coachella Fire Department continues to assist the public with code inquiries; conducts hazard reduction inspections and assists Code Enforcement with issues within the city. In closing, our Engine Company personnel continue to conduct multiple inspections and re-inspections helping keep local businesses up to code.



Public Works Department 2020 Fourth Quarter Report

TO: Honorable Mayor and Council

FROM: Maritza Martinez, Public Works Director

DATE: January 20, 2021

SUBJECT: Quarterly Report

Departmental Mission:

In a balanced effort to maintain cost effective operations and provide maintenance and emergency response services in a reasonable and efficient manner, it is the mission of the Public Works Department to provide quality maintenance and repair of facilities and infrastructure for the City of Coachella community and its city departments.

Executive Summary:

The Public Works Department is responsible for the operations of our: facilities, fleet, landscape, lighting and maintenance districts, parks, and streets. The Department is also the home to our Emergency Services Division and Recreation Division. As reflected below the Public Works Department staff responded to a myriad of requests as reflected below between October 2020 and December 2020.

	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<u>Streets Division</u>				
Illegal Dumping				13 removals 52 tires removed 8 homeless camps removed
Weed/brush Abatement				33 jobs
Annual Disaster Council and Quarterly OAPC Meetings				32 meetings
Potholes/Street Repairs				4900 Potholes
Sidewalk Repairs				9

Street Sign Main.				Replaced 94; Repaired 25
Street Light Repair				166 repaired
Street Light Holiday Banners Installed				53 installed
Street Striping				17 Street Legends
Storm Drain Main				42 storm drains
Traffic Control				24 assignments
	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<u>Parks/LLMD</u>				
Citations Issued				0
Facility Use Permits				0 permits
Overseeding /Fertilization	40 acres			
Park Lighting Holiday Lighting Installed				21 Fixture Repairs 10,500 linear feet installed
Sprinkler/Irrigation Repairs				45 Heads; 15 valves; 7 Main Lines; 22 drip line;
Tree/Plant Replacement				12trees / 158 plants
<u>Building Maintenance</u>				
HVAC Systems Serviced / Repaired				14 repairs
Building Repairs				22
Floor Maintenance	35,500 sq ft			

RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT
City of Coachella



SHERIFF'S DEPARTMENT
QUARTERLY REPORT

October 1, 2020 – December 31, 2020

Herman Lopez, Captain
Andy Martinez, Lieutenant

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Part 1 Crimes

(Data compiled by the Central Crime Analysis Unit)

Crime	October	November	December
Homicide	0	0	0
Rape	0	1	1
Robbery	3	3	5
Aggravated Assault	21	16	15
Burglary	1	5	6
Auto Theft	13	15	14
Larceny Theft	52	67	60
Total Part 1 Crimes	90	107	101

Average Response Times

Type	October	November	December
Priority 1	6.74	12.35	4.78
Priority 2	15.02	13.81	15.43
Priority 3	26.55	26.02	26.24
Priority 4	35.34	32.39	34.87

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

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

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

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

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

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

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

October 01, 2020

0922 Hours – **Weapons Arrest** – Deputies responded to 53551 Cesar Chavez, reference an armed subject in a vehicle. Deputies contacted a two males subjects in the vehicle. One of the subjects was on probation. During a search of the vehicle ammunition and a non-serialized handgun was located. The male admitted the gun and ammunition belonged to him. The male was arrested and booked at JBDC. Y20 275 0005

2309 Hours: **Shots fired and possession of drugs for sales** – Coachella deputies responded to a call of gun fire at Ave 50 x Polk St. Upon arrival, deputies conducted an occupied vehicle check on gray Chrysler 300 parked near the area. A male and female were sitting in the vehicle. After the investigation, deputies arrested the female subject for possession of drugs for sales and the male for being in possession of a concealed firearm. The male admitted to shooting the gun. Both the male and female were booked at JBDC Y20 275 0045

2340 Hours: **Warrant Arrest**- Coachella deputies conducted a ped check at 49-241 Grapefruit Street (Food for Less) in Coachella. They arrested a male subject for an outstanding felony warrant. The male was booked at JBDC. Y20 275 0049

October 02, 2020

0146 Hours: **Warrant Arrest** – Coachella deputies conducted a pedestrian check in front of the Fastrip. Arrested was a male subject for an outstanding felony warrant. The male was booked at JBDC. Y20 275 0048

0310 Hours: **Drunk in Public** – Coachella deputies responded to 45-761 Dillon in Coachella (Love's Truck Stop) in reference to a disturbance. They arrested a female subject for public intoxication. The female was booked at JBDC. Y20 276 0009

0559 Hours – **Assault with a Deadly weapon Arrest** – Coachella deputies responded to 49615 Cesar Chavez, #100, reference a domestic disturbance. Deputies contacted a female subject at the location who said her husband was at the location and was being aggressive. Deputies contacted the male who was agitated and holding two metal pipes. The male threw one at the pipes at the deputies but missed. The male refused to comply with commands and eventually took a razor blade out of his pocket and began to cut his wrists. A taser was deployed and male was taken into custody. After medical clearance, the male was booked into JBDC. Y20 276 0014

2035 Hours: **DUI Arrest**- Coachella deputies conducted a traffic stop on Jackson Street x Ave 50 and arrested a male subject for DUI with a .21 on PEBT. The male was booked into JBDC Y20 276 0044

2359 Hours: **Assault on a Peace Officer Arrest** – Coachella deputies responded to 50187 San Solano Road regarding a family disturbance. A male subject said his 16 y/o son, was in his bedroom acting violent.

The male gave deputies permission to enter his son's bedroom in order to speak with him. Deputies contacted the son who attempted to punch deputies twice but missed. After a brief struggle the son

was taken into custody and walked outside of the residence. The male was booked into Juvenile Hall. Y20 277 0010

October 03, 2020

0114 Hours: **DUI Traffic Collision Arrest** – Coachella deputies responded to 85661 Calle Limon regarding a traffic collision. A male subject was arrested for DUI and three misdemeanor warrants. The male was booked at JBDC. Y20 277 0005

0315 Hours: **Assault with a Deadly Weapon Arrest-Firearm** - Coachella deputies were dispatched to Avenue 49 x Grapefruit regarding shots fired at a vehicle. The victim said he was shot at while he was driving, and he was still being followed by the suspect vehicle. The victim advised dispatch of his current location, which was now in the City of Indio. Prior to deputies arriving the suspect vehicle had been involved in a traffic collision. The vehicle was occupied by four subjects and they were all detained. The investigation determined two of the four male subjects were involved in the shooting. The other two were juveniles and determined not to be involved. The juveniles were released to their parents and the two adult males were booked into JBDC. Y20 267 0043

1211 hours-**Drug Arrest** – Coachella deputies responded to a female with a knife call in the area of 9th and Pendleton. A female subject was located near Dateland Park. The female displayed objective symptoms of being under the influence of a stimulant. The female was booked at JBDC Y20 277 0024

1759 Hours: **Assault with a Deadly Weapon Arrest-** Coachella deputies were dispatched to 84528 Calle Guitron regarding an assault with a deadly weapon. The investigation revealed family members at the location were involved in an argument and during the argument a male suspect threw a vase at another family member causing injuries. All the family members exited the residence leaving the male suspect inside. The male suspect was supposed to be armed with a handgun. A surround and call out was initiated and after a brief period of time the male suspect exited the residence and was taken into custody. No firearm was located during the clearing of the residence. The male suspect was booked at JBDC. Y20 277 0033

October 04, 2020

2343 Hours: **Domestic Battery Arrest** – Coachella deputies responded to 85848 Avenida Veronica regarding a domestic violence. A male subject was arrested, and the female was transported to JFK with injuries to her mouth. The male was booked at JBDC. Y20 277 0059

2116 Hours: **DUI Arrest-** Coachella deputies conducted a traffic stop in the of Date Avenue X Cairo Way. Deputies contacted and evaluated a male subject. Deputies determined the male was under the influence. The male blew a .25/.25 on the PEBT. The male was booked at JBDC. Y20 278 0042

October 05, 2020

0124 Hours: **Assault with a Deadly Weapon-** Coachella deputies responded to 49305 Grapefruit Blvd, (Food for Less Shopping Center) regarding a male hit with a bat and unresponsive. The

investigation revealed two unidentified male subjects were fighting in the parking lot when a third male subject attempted to break up the fight and was hit in the back of the head with a bat. The two unidentified male subjects fled the scene. The male who was hit with the bat did not sustain any life threatening injuries. Y20 272 0001

October 06, 2020

2353 Hours: **DUI Arrest** – Coachella deputies conducted a traffic stop at Avenue 48 x Jackson Street. A male subject was arrested for DUI. Blew a .267 / .269. The male was booked at JBDC. Y20 280 0051

October 07, 2020

1337 Hours: **Warrant Arrest** – Coachella deputies conducted a pedestrian check at Avenue 50 x Cesar Chavez. A male subject was arrested for five narcotic warrants and booked at JBDC. Y20 281 0026

1456 Hours: **Warrant Arrest** – Coachella deputies conducted a pedestrian check at 6th x Vine Street. A female was arrested was for 12 narcotic warrants. The female was booked at JBDC. Y20 281 0029

1643 Hours: **Warrant Arrest** – Coachella deputies conducted a traffic stop at Dillon x Avenue 48. A male subject was arrested for an outstanding felony warrant. The male was booked at JBDC. Y20 281 0039

1745 Hours: **Shots fired at a Dwelling and Search warrant Arrest** – Coachella deputies located a Chrysler 300 in the area of Date Avenue x Cairo Street. The vehicle matched the description of a suspect vehicle used in a shots fired call that occurred on 09/30/20. A traffic stop was conducted and a male subject was taken into custody. The male subject was previously identified as the suspect in the prior call for service. A search warrant was authorized for the male's residence. At 2215 Hours, Coachella deputies served the search warrant. A long rifle and ammunition were located. The male was booked at the JBDC. Y20 281 0042

October 08, 2020

1317 Hours: **Warrant Arrest** – Coachella deputies responded to 52664 Cesar Chavez. A 15-year-old female juvenile for arrested for an outstanding no bail warrant. The female was booked into Indio Juvenile Hall. Y20 282 0017

1507 hours-**Warrant Arrest** - Coachella deputies conducted a ped check on Ave 52 and Cesar Chavez. A male subject was arrested for a felony DUI warrant. The male was booked into the JBDC. Y20 282 0026

2305 Hours: **Warrant Arrest** – Coachella deputies conducted an occupied vehicle check at Ixtapa x Cozumel. A male was arrested for an outstanding felony warrant. The male was booked at JBDC. Y20 282 0049

October 09, 2020

0300 Hours: **Warrant Arrest** – Coachella deputies conducted a bike stop at Cesar Chavez x Calle Rojo. A male subject was arrested for a narcotic warrant. The male was booked at JBDC. Y20 283 0006

2100 Hours: **Hit and Run Traffic Collision / felony DUI Arrest** – Coachella deputies responded to the area of Avenue 50 x Cesar Chavez regarding a white SUV that collided into a Nissan Versa. The SUV fled the scene southbound on Cesar Chavez and the occupants of the Versa sustained injuries to their backs. Both victims were transported to the hospital for their moderate injuries. The SUV then collided with a red Chevy Camaro at Avenue Cesar Chavez x Avenue 52. The occupants of the Camaro sustained complain of pain to their backs; however, were not transported for medical treatment. Deputies were in the area of Avenue 52 x Calle Empalme, when they saw the SUV vehicle entering the Coachella Community Homes. A Traffic felony stop was conducted, and a male driver was arrested for DUI and hit and run. The male was booked at JBDC. Y20 283 0048

October 11, 2020

0953 hours- **Warrant Arrest** – Coachella deputies conducted a ped check at Cesar Chavez and Avenue 50, Coachella. A male subject was arrested for outstanding misdemeanor warrants. The male was cite released. Y20 285 0021

1145 hours- **Warrant Arrest** – Coachella deputies conducted a vehicle stop at Vista Del Norte and Dillon Road, Coachella. A female subject was arrested for an outstanding out of county misdemeanor traffic warrant. The female was booked at JBDC. Y20 285 0032

October 12, 2020

1135 hours- **Warrant Arrest**- Coachella deputies conducted a traffic stop at Avenue 52 and Cypress Lane. A male subject was arrested for an outstanding felony warrant. The male was booked into JBDC. Y20 286 0027

1609 Hours- **Drug Arrest** – Coachella deputies conducted an occupied vehicle check at Calle Empalme and Avenue 52, Coachella. A female subject was found to be on parole and in possession of drugs. The female was cite released. Y20 286 0045

1723 hours- **Drug Arrest**- Coachella deputies conducted a ped check at the Car Wash located at, 85041 Avenue 52. A male subject was smoking drugs out of a pipe. The male was arrested and cite released. Y20 286 0052

October 13, 2020

1633 hours: **Drug Arrest**-Coachella deputies conducted a vehicle stop at Vine and 5th Street. A male was in possession of drugs. The male was cite released. Y20 287 0041

1645 hours-**Drug Arrest**- Coachella deputies conducted a vehicle stop on Oasis Palm and Ave 52. A female subject was found to be driving on a suspended license and was in possession of a meth pipe. The female was arrested and booked into JBDC. Y20 287 0039(A.Y)

October 15, 2020

0340 Hours: **Warrant Arrest** – Coachella deputies conducted a ped check at Cesar Chavez x Bagdad Avenue. A male subject was arrested for outstanding drug warrants. The male was booked at JBDC. Y20 289 0007

1549 hours: **Warrant Arrest-CCAT** deputies conducted a ped check at Chevron, located at Dillon Road and 86 Expressway. A male was arrested for two felony warrants and booked at JBDC. Y20 289 0022

1558 hours: **Drug and VOP Arrest-** CCAT deputies conducted a traffic enforcement stop at Tyler and Avenue 53. A male was arrested for drug paraphernalia and violation of PRCS. The male was booked at JBDC. Y20 289 0019

October 16, 2020

0215 Hours: **DUI Arrest** – Coachella deputies conducted an occupied vehicle check in front of the Santa Fe Restaurant. A male was found passed out in the driver seat, with the vehicle in drive and his foot on the brake. Deputies managed to get the vehicle into park and had the male step out of the vehicle. The male was too intoxicated to perform SFST's and was arrested DUI. Blood draw completed and he was booked at JBDC. Y20 290 0008

0806 Hours: **Arson and Public Intoxication Arrest** – Coachella deputies responded to Tyler and Ave 50 reference a subject lighting a shopping cart on fire. Contacted and arrested was a male for public intoxication. The male was booked at JBDC Y20 290 0022. The arson will be documented and forwarded CDF Investigator for follow up Y20 290 0018

1013 Hours: **Under the Influence of a Controlled Substance Arrest** – Coachella deputies conducted a ped check on Ave. 52 and Cesar Chavez. A male was arrested for being under the influence of a controlled substance. Booked at JBDC. Y20 290 0024

1941 Hours: **Warrant Arrest**– Coachella deputies conducted a pedestrian check at Chevron, located at Dillon Road and Harrison Place, A male contacted and arrested for two narcotic warrants. Y20 290 0064

2100 Hours: **Warrant Arrest** – Coachella deputies conducted a traffic stop at Avenue 49 x Grapefruit. A male was contacted and arrested for an outstanding narcotic warrant. Booked. Y20 290 0081

October 17, 2020

1718 Hours: **Warrant / Weapons Arrest** – Coachella deputies conducted a ped check at Avenue 48 x Jackson Street. A male was contacted and arrested for a felony probation violation warrant. The male was also found to be in possession of a concealed 14-inch knife. The male was booked at JBDC for the warrant and weapons charge. Y20 291 0035

2030 Hours: **Warrant Arrest** – Coachella deputies conducted a ped check at Vista Del Norte x Dillon Road. A male was arrested for a felony assault with a deadly weapon warrant. Booked. Y20 291 0050

2335 Hours: **Warrant Arrest** – Coachella deputies responded to a no name ranch at Avenue 53 x Filmore regarding a disturbance. A male was contacted and arrested for a felony narcotic and possession of a firearm warrant. Booked. Y20 291 0069

October 18, 2020

0048 Hours: **Warrant Arrest**- Coachella deputies did a ped check at 84-805 Ave 48, Coachella, and arrested a male for a felony warrant. Booked. Y20 292 0002

1525 hours- **Elder Abuse** – Coachella deputies responded to a family dispute which escalated to an assault. An elderly female victim was struck in the back with a stick by her son, The male was located inside the house and was taken into custody for felony elder abuse. The male was booked into JBDC for felony elder abuse. Y20 292 0041

October 19, 2020

1701 hours- **Narcotic Arrest**- CCAT deputies conducted a ped check on Cesar Chavez and Avenue 50 in Coachella and contacted a male who was found to be in possession of heroin, hypodermic needles, and a meth pipe. The male was arrested and cite released. Y 20 293 0020.

October 20, 2020

0430 hours-**Warrant Arrest**-Coachella deputies responded to the Loves Truck Stop reference an intoxicated female. A female was arrested for three outstanding 602 and H&S warrants. She was cite released in the field. Y20 294 0005

1435 hours- **Narcotic Arrest**-CCAT deputies conducted a pedestrian check in the area of Cesar Chavez Street and Cairo Street. A male was arrested for possession of methamphetamine and drug paraphernalia. The male was also interviewed about a series of beer thefts from the Fastrip. The male admitted to the beer thefts and provided the identity of the female suspect, who was also involved. The male was cite released. Y20 294 0016.

1524 hours- **Resisting and Felony Warrant Arrest**- CCAT deputies conducted a pedestrian check in the area of Avenue 50 and Cesar Chavez. A male was arrested for resisting arrest and violation of probation after a brief foot pursuit. The male was booked at JBDC Y20 294 0019

1949 hours – **Public Intoxication and Violation of Court Order Arrest** – Coachella deputies responded to Avenue 52 x Genoa St., in Coachella regarding shots fired and a subject screaming. A male was contacted at 85545 Nile Ln. hitting a vehicle in the area, which sounded like gunshots to the reporting party. The male was arrested for being under the influence and violation of a served gang injunction. The male was booked at the jail. Y20 294 0029

October 22, 2020

1945 Hours: **Narcotic, Violation of Probation and Gang Injunction violation Arrest** – Members of CCAT conducted a probation check at 85415 Avenue 52 and contacted a male in front of the residence. During a search of the male’s bedroom, approximately 5 grams of methamphetamine and a meth pipe was located. The male was arrested for possession of methamphetamine, possession of drug paraphernalia, violation of the VCR gang injunction, and violation of felony probation. Gang FI completed. The male was booked at JBDC. Y20 296 0038

2261 hours-**Narcotic and Driving on a Suspended License Arrest**- Coachella deputies conducted a traffic stop at Van Buren and Manhattan St in Coachella and arrested the driver, a male subject for possession of methamphetamine, drug paraphernalia and suspended license. The male was booked at JBDC. Y20 296 0047

October 23, 2020

1820 Hours: **Warrant and Narcotic Arrest** – CCAT deputies conducted a vehicle check at Vista Del Norte x Dillon Road. The male passenger was arrested for possession of 4 grams of methamphetamine and three DUI warrants. The male driver was arrested for possession of 2 grams of methamphetamine, and drug paraphernalia. Both males were booked at JBDC. Y20 297 0031

2230 Hours: **Narcotic Arrest** – CCAT deputies conducted a pedestrian check at Cesar Chavez x Avenue 50. A male was arrested for possession of heroin and possession of a meth pipe. Y20 297 0057

2330 Hours: **Narcotic and Warrant Arrest** – CCAT deputies conducted a pedestrian check at AMPM north. A male was arrested for a felony parolee at large warrant and on view possession of 7 grams of methamphetamine. Booked at JBDC. Y20 2970 064

October 25, 2020

0930 hours- **Domestic Violence and Child Endangerment Arrest**– Coachella deputies responded to 84282 Phoenix Court, Coachella, for a report of domestic abuse. A male was arrested for domestic violence and child endangerment and booked into JBDC. Y20 299 0020

1522 hours – **Felony Hit and Run/DUI Traffic Collision Arrest**- Coachella deputies responded to multiple reports of a multiple vehicle traffic collision at the intersection of Avenue 52 x Frederick, Coachella. While responding, it was reported one of the drivers, a Hispanic male adult was running from the scene, smelling of an alcoholic beverage. One of the drivers was transported to JFK for a complaint of pain to the neck. Deputies responded and the investigation revealed the registered owner of one of the involved vehicles was the suspect who ran from the scene. The suspect was located at his residence in the city of Coachella, and after an in-field line up, a male was arrested for the hit and run collision. The male blew a .26 BAC on the PEBT. The male was booked into JBDC. Y20 299 0033

October 26, 2020

1054 hours- **Weapons Arrest**- Coachella deputies conducted a traffic stop at Calle Pino and Calle Avila, Coachella. A male was contacted and arrested for being a convicted felon in possession of pepper spray. The male was arrested and booked into JBDC. Y20 300 0019

1203 hours- **Public Intoxication Arrest**- Coachella deputies responded to Carl's Jr, located at 50087 Cesar Chavez, Coachella, for a public disturbance. A male was contacted and arrested for being intoxicated. The male was booked into JBDC. Y20 300 0021

1230 Hours: **Felony Vandalism Arrest** – CCAT deputies responded to Chevron, 45760 Dillon Road, regarding a Hispanic female breaking windows at the location. Contacted and arrested was a female for felony vandalism. Booked at JBDC. Y20 300 0025

October 27, 2020

0200 Hours-**Domestic Violence Restraining Order Arrest**-Coachella deputies responded to 84171 Pismo Ct, regarding a disturbance. A male was contacted and arrested for violation of a DVTRO. The male was booked at JBDC. Y20 301 0004

0956 hours- **Narcotic Arrest**– Coachella deputies conducted a pedestrian check in the area of Avenue 50 and Cesar Chavez, Coachella. A male was contacted and arrested for possession of used hypodermic needles and a meth pipe. The male was cite released. Y20 301 0020

1050 hours- **Narcotic Arrest**- Coachella deputies conducted a vehicle check on Vista Del Norte X Dillon. A male was contacted and arrested for possession of a controlled substance. The male was cite released. Y20 301 0023

1400 Hours: **Narcotic and Violation of Probation Arrest** – Members of CCAT conducted a probation check at 53059 Calle Camacho. A male was arrested for possession of 6 grams of methamphetamine and violation of felony probation. The male was booked at JBDC. Y20 301 0033

1501 hours- **Narcotic Arrest** – Coachella deputies conducted a ped check in the area of Tripoli and Medina, Coachella. A male was contacted and arrested for possession of a meth pipe. The male was cite released from the scene. Y20 301 0034

October 28, 2020

2320 Hours- **Warrant Arrest**- Coachella deputies responded to 53551 Harrison Street Apt. 102 and arrested a male for an outstanding felony warrant. The male was booked at JBDC. Y20 302 0049

October 29, 2020

0719 Hours: **Public Intoxication Arrest** – Coachella deputies responded to 85810 Peter Rabbit Lane. A male was arrested for public intoxication. The male was booked at JBDC. Y20 303 0007

1420 Hours: **Violation of Probation**: CCAT deputies conducted a probation check at 85545 Nile Lane. A male subject was arrested for violation of probation. The male was booked at JBDC. Y20 303 0030

1730 Hours: **Warrant Arrest** – CCAT deputies conducted an occupied vehicle at Vista Del Norte x Dillon Road. A female was arrested for an outstanding warrant. The female was cite released. Y20 303 0043

1853 Hours: **Narcotic Arrest** – CCAT deputies conducted a ped check behind the Subway at Avenue 50 x Cesar Chavez. A male was arrested was for possession of narcotics and possession of drug paraphernalia. The male was cite released. Y20 303 0048

October 30, 2020

1009 hours- **Public Intoxication Arrest** – Coachella deputies responded to 49201 Grapefruit Blvd. A male was arrested for public intoxication. The male was booked at JBDC. Y20 304 0025
1127 hours-**Narcotic Arrest**- Coachella deputies responded to 6th and Vine St and arrested a male subject for possession of narcotics. The male was transported and booked into the Indio Jail. Y20 304 0027

1915 Hours- **DUI Arrest**- Coachella deputies responded to Ave 50 x Calhoun for a traffic collision and arrested a male subject for DUI. During the traffic collision TC, the male had gotten out of his car and accidentally ran himself over, causing a large gash to his legs. Due to the extent of the male's injuries, he was transported to Desert Regional and charges will be filed out of custody. The male blew a .21/.22 on the PAS device. Y20 304 0057

1929 Hours-**Assault with a Deadly Weapon**- Coachella deputies responded to 52145 Calle Empalme reference an assault. A female victim said her neighbor, a female suspect, assaulted her by throwing a mop bucket and glass cup hitting her in the stomach and leg. The victim's husband witnessed the incident. The female suspect was arrested and booked into JBDC. Y20 304 0059

November 01, 2020

0159 Hours: **Weapons Arrest**- Coachella deputies responded to 85901 Avenue 53 reference a suspicious vehicle. A male subject was contacted and arrested for possession of a concealed firearm and an outstanding felony warrant for possession of a concealed firearm. He was booked into JBDC. Y20 306 0006

1705 hours - **Indecent Exposure Arrest** – Coachella deputies arrested a male subject for indecent exposure at Cesar Chavez and Gateway, the KFC. He was booked at JBDC Y20 306 0043

1918 Hours- **Assault with a Deadly Weapon**- Coachella deputies responded to John F Kennedy regarding a female shot in the back. The female victim was walking on Mecca Avenue towards Avenue 51 in Coachella when she heard a vehicle speed up behind her. The occupants shot three times, striking the victim in the back. The victim was transported to John F Kennedy where it was determined that the wound was just a graze. There was no suspect information. Y20 306 0050

November 02, 2020

1521 hours- **Warrant Arrest** – Coachella deputies conducted a ped check at Dillon X Vista Del Norte, and contacted a male subject. The male subject had an outstanding misdemeanor warrant. The male was cite released at the scene. Y20 307 0019

1726 hours - **Narcotic Arrest**, Coachella deputies conducted a ped check at Dillon X Vista Del Norte, and contacted a male subject. The male subject was in possession of narcotics. The male was cite released. Y20 307 0023

2330 Hours-**Narcotic and Warrant arrest**- Coachella deputies conducted an occupied vehicle check at Bagdouma Park and contacted a male and female subject. The male was arrested for possession of narcotics and the female was arrested for an outstanding misdemeanor warrant. Both subjects were cited and released. Y20 307 0036

November 03, 2020

1218 hours –**Narcotic Arrest** - Coachella deputies conducted a ped check at Avenue 48 X Dillon Road and contacted a male subject. The male subject was in possession of a glass pipe, individual baggies, digital scale, and narcotics. The male was arrested and booked at JBDC. Y20 308 0018

1430 Hours- **Vandalism, Possession of Narcotics and DUI Arrest**- Coachella deputies responded to the area of Fredrick Street x Ave 51 for a vehicle driving in a grassed area. Upon arrival, deputies contacted a male subject and arrested him for vandalism, possession of narcotics and DUI. The male was booked at JBDC. Y20 308 0020

November 04, 2020

0034 hours- **Use of Force/ Assault on a Peace Officer**- Coachella deputies responded to the Fastrip in reference to a beer run, where the suspect was last seen walking southbound on Cesar Chavez. Deputies located a male subject that matched the description of the suspect, on Calle Verde x Cesar Chavez. After being identified as the suspect, the male became uncooperative and started spitting, so deputies applied a spit mask. When deputies attempted to put the male into the patrol unit, he attempted a rear kick on deputies. Once inside the unit, the male kicked the window several times. No deputies were injured during the use of force. The male was booked at JBDC. Y20 309 0004

1200 hours – **Vehicle Theft and Hit and Run**– Coachella deputies conducted follow up on a hit and run that occurred involving an investigator unit on 10/30/20. The suspect, a male juvenile was contacted via landline, admitted fault in the incident, and provided his location. He was arrested without incident and booked into the Juvenile Hall. Y20 304 0028

1548 hours – **Narcotic and Probation Violation Arrest** – Coachella deputies conducted a pedestrian check on Avenue 53 at Genoa and contacted a male subject. The male was in possession of two glass smoking pipes and admitted to using narcotics a few hours earlier. The male was arrested and booked at JBDC. Y20 309 0042

November 05, 2020

0730 hours- **Warrant Arrest**- Coachella deputies responded to, 48500 Polk St, reference a trespassing. A male and female were contacted. The female was arrested for an outstanding warrant and the male was arrested for felon in possession of ammo. Both subjects were booked at JBDC. Y20 310 0011

November 06, 2020

1645 Hours: **Warrant and Narcotic Arrest** – CCAT deputies conducted a pedestrian check at 6th Street x Cesar Chavez. A male was arrested for possession of methamphetamine and six narcotic warrants. The male was cite released. Y20 311 0027

1708 Hours: **Warrant and Narcotic Arrest** – CCAT deputies conducted a traffic stop at Peter Rabbit x Avenue 50. A male was arrested for possession of methamphetamine and indecent exposurer warrant. The male was booked at JBDC. Y20 311 0030

1749 Hours: **Warrant Arrest** – CCAT deputies conducted a vehicle check at Vista Del Sur x Dillon Road. A male was arrested was for two fraud warrants. The male was cite released. Y20 311 0037

1838 Hours: **Warrant Arrest**– CCAT deputies conducted a pedestrian check behind the Subway at Avenue 50 x Cesar Chavez. A male was arrested for two narcotic warrants. The male was cite released. Y20 311 0040

2027 Hours: **Warrant Arrest** – CCAT deputies conducted a pedestrian check in front of the Fastrip, Avenue 52 x Cesar Chavez. A male was arrested was VCR gang member Juan for a felony warrant. The male was booked at JBDC. Y20 311 0048

2229 Hours: **Warrant and Narcotic Arrest** –Coachella deputies conducted a ped check at Avenue 50 and Calhoun. A male subject was arrested for possession of drug paraphernalia and 7 misdemeanor narcotic warrants. The male was booked at JBDC. Y20 311 0060

2311 Hours: **Warrant Arrest** – CCAT deputies conducted a traffic stop at Grapefruit x Avenue 48. A male subject was arrested for a possession of a concealed firearm warrant. The male was cite released. Y20 311 0062

2335 Hours: **Domestic Violence and Child Endangerment Arrest** -Coachella deputies responded to 85783 Avenida Veronica Coachella, reference a domestic dispute. Investigation revealed the SUS, a male subject, hit his girlfriend, in the face causing injury. Their 4-year-old son was present in room when the incident occurred. The female was treated at the scene by AMR. The male was arrested for the above listed charges and transported and booked at JBDC. Y20 311 0036

November 07, 2020

2130 Hours- **Domestic Violence**-Coachella deputies responded to 86192 Sonoma regarding a domestic disturbance. A female subject was arrested for domestic battery. The female was booked at JBDC. Y20 312 0055

November 09, 2020

0418 Hours- **Assault with a Deadly Weapon and Domestic Violence Arrest-** Coachella deputies responded to a stabbing at Avenue 53 and Shady Ln. A female victim drove to the area to pick up her boyfriend. When she arrived at the location, she hit the makeshift camp with a 2x4 to have her boyfriend come out. An additional female subject who was in the camp came out and got in physical altercation with the victim and stabbed her in the eye with a kitchen knife. When the victim got stabbed, her boyfriend also kicked her and pulled her hair. The female suspect was located near the campsite and taken into custody. Deputies were unable to locate the victim's boyfriend. The victim appeared to have suffered a superficial cut to her eyelid and was transported to Desert Regional Hospital. The female suspect was booked into JBDC. Y20 314 0005

1615 hours – **Warrant Arrest** – CCAT deputies conducted a ped check at Avenue 53 and Shady Lane. A male subject was arrested for an outstanding Domestic violence warrant. The male was arrested and booked at JBDC. Y20 314 0028

2056 Hours- **DUI Arrest-** Coachella deputies responded to Avenida Veronica regarding a traffic collision with a male trapped inside. Upon arrival, a male subject was contacted. The male subject complained of pain to his right leg. During the investigation, it was determined the male was DUI. The male subjects BAC was .16 and was transported to a local hospital for his injuries. Y20 314 0036

November 10, 2020

0237 Hours- **Narcotic Arrest-** Coachella deputies conducted a traffic stop at Frederick x Ave 48 and arrested a male subject for possession of 400grams of marijuana. The male was cited and released. Y20 315 0003

0320 Hours- **Warrant Arrest-** Coachella deputies conducted a ped check on Vista Del Norte and Dillon Rd and arrested a male subject for a felony warrant. The male was booked at JBDC. Y20 315 0004

0854 hours- **Warrant Arrest-** CCAT deputies conducted a ped check at Subway, located at 49965 Cesar Chavez. A male subject was arrested for a misdemeanor narcotic warrant and was cite released at the scene. Y20 315 0010

1144 Hours: **Warrant Arrest** – Coachella deputies conducted a bicycle stop at Grapefruit x Avenue 49. A male was arrested for an outstanding warrant. The male was cite released. Y20 315 0022

1341 Hours: **FOLLOW UP ARREST** CCAT deputies conducted follow up investigation to a stabbing that occurred on 11/09/20 at Avenue 53 x Shady lane. They conducted an area check of a transient camp at Avenue 53 x Shady Lane and contacted a male subject. The male was identified as a suspect in a previous case. The male was booked at JBDC. Y20 314 0005

1420 Hours: **Narcotic and Violation of Probation Arrest-** CCAT deputies conducted a pedestrian check at Avenue 50 x Cesar Chavez. A male subject was arrested was for possession of heroin and violation of felony probation. The male subject was booked at JBDC. Y20 315 0030.

1516 Hours: **Warrant and Narcotic Arrest** – CCAT deputies conducted an occupied vehicle check at Vista Del Norte x Dillon Road. A male subject was arrested for possession of a meth pipe and a narcotic warrant. The male was booked at JBDC. Y20 315 0035

1628 Hours: **Petty Theft Arrest** – CCAT deputies witnessed a male subject exit the Rite Aid, at Avenue 51 x Cesar Chavez, with two cases of Corona beer. CCAT deputies responded to the Rite Aid and confirmed the male subject had just stole the beer. The male subject was placed under arrest for petty theft and the beer was recovered. The male was booked at JBDC Y20 315 0042

1947 Hours: **Weapons and Narcotic Arrest** – CCAT deputies conducted a traffic stop at Vista Del Norte x Dillon. A male was arrested was for possession of a dirk or dagger and possession of a meth pipe. The male subject was booked at JBDC. Y20 315 0054

November 11, 2020

1430 Hours: **Narcotic and violation of Probation Arrest** – CCAT deputies conducted a pedestrian check at avenue 48 x Jackson Street. A male subject was found to be on probation and under the influence of a controlled substance. The male was arrested and a booked at JBDC. Y20 316 0022

1520 Hours: **Narcotic, Weapons, gang Injunction Violation and Violation of Probation Arrest** – CCAT deputies conducted a pedestrian check at Grapefruit x Sunset. A male subject was arrested for possession of a dirk or dagger, possession of methamphetamine, violation of probation and violation of the gang injunction. The male was booked at JBDC. Y20 316 0028

1753 Hours: **Weapons and Violation of Probation Arrest** – CCAT deputies conducted a vehicle check at a transient camp on Vista Del Norte west of Dillon. A male subject was arrested was for being a felon in possession of three boxes of ammunition and violation of felony probation. The male was booked at JBDC. Y20 316 0034

1846 Hours: **H&S / AWS / VCR Gang Injunction Violation Arrest / Gang FI – Narcotic, Weapons, gang Injunction Violation and Violation of Probation Arrest** – CCAT deputies conducted a traffic stop at Valley x Tripoli Way. A male and female subject were contacted. The female had an outstanding misdemeanor warrant and the male was arrested for an outstanding felony warrant. The male was also in possession of narcotics. The female was cite releases and the male was booked at JBDC. Y20 316 0036

1925 Hours: **Narcotic and Violation of Probation Arrest** – CCAT deputies conducted a pedestrian check at Avenue 50 x Cesar Chavez. A male subject was arrested for possession of narcotics and violation of felony probation. The male was booked at JBDC. Y20 316 004

November 12, 2020

2136 Hours-**Narcotic and Violation of Probation Arrest**- Coachella deputies responded to Avenue 49 x Calle Abelia, for a report of a suspicious person. A male subject was arrested for possession of narcotics and violation of probation. The male was booked at JBDC. Y20 317 0035

November 13, 2020

0015 Hours- **11350 arrest-** Coachella deputies conducted a traffic stop on Ave 52 x Cesar Chavez and arrested a female subject for possession of 3 grams of cocaine. She was cited and released. Y20 318 0001

0948 Hours: **Narcotic, Weapons, gang Injunction Violation and Violation of Probation Arrest** – Coachella deputies conducted a traffic stop on Van Buren x Ave. 49. A male subject was arrested for possession of narcotics for sales and violation of probation. The male was also in violation of gang injunction. The male was booked at JBDC Y20 318 0008

1920 Hours: **Warrant, Narcotic and Violation of Probation Arrest** – CCAT deputies conducted a vehicle check in a transient camp at Vista Del Norte x Dillon. A male subject was arrested for possession of narcotics, violation of felony probation, and warrants for narcotics, vandalism, and resisting arrest. The male was booked at JBDC Y20 318 0025

2043 Hours: **Petty Theft Arrest** – CCAT deputies responded to the Fastrip reference a beer run. A male subject suspect was contacted at Zamora x Calle Camacho. The male was in possession of the stolen 24 pack of Modelo. The male was identified as the suspect during an in-field lineup and arrested for shoplifting. The male was booked at JBDC. Y20 318 0033

2140 Hours: **Warrant Arrest** – CCAT deputies conducted a pedestrian check at 6th x Vine. A male subject was arrested for a DUI warrant. The male was cite released. Y20 318 0034

2235 Hours: **Narcotic and Violation of Probation Arrest** – CCAT deputies conducted a vehicle check at a transient camp on Vista Del Norte x Dillon. A male subject was arrested for possession of narcotics and violation of felony probation. The male was booked at JBDC Y20 318 0037

2315 Hours: **Warrant Arrest** – CCAT deputies conducted a bike stop at Ave 50 x Cesar Chavez. A male subject was arrested for a narcotic warrant. The male was cite released. Y20 318 0041

November 14, 2020

2055 Hours: **Use of Force, Violation of Probation, Hit and Run and Delaying a Peace Officer-** Coachella deputies responded to Grapefruit x 49 for a hit and run, with minor injuries. The suspect vehicle, a white Jeep Cherokee was located on Towne Street x Hwy 111. During the investigation several neighbors/relatives came to the scene yelling at deputies, which was agitating the suspect. The suspect was walked to a patrol unit and refused to get into the backseat. Deputies pushed the suspect in the torso area to get him into the unit. The crowd of roughly 8 came towards the patrol unit where the suspect was in, on several occasions filming the suspect and deputies, all the while shouting insults and threatening lawsuits. Deputies transported the suspect to the station while additional deputies had the Jeep towed. The suspect had a complaint of pain from being pushed into the unit and AMR was summoned to the station, then refused treatment. The suspect blew a .12 on the PEBT. The male was booked at JBDC. Y20 319 0044

November 15, 2020

0921 hours- **Warrant Arrest**- Coachella deputies conducted a ped check at AMPM north. Contacted and arrested was a female subject for a felony warrant. The female was booked into JBDC. Y20 320 0010

1806 hours – **Shooting at Occupied Dwelling**- Coachella Deputies responded to 1554 2nd Street in Coachella regarding shots fired, possible drive by. There were 11 9mm shell casings recovered in the street, one impacted a white Hyundai, Three impacted into a black Kia. No residence were struck and no victims shot. The Victims of the vehicles struck were to the rear of the residence when the shooting occurred and did not sustain any injuries. The surrounding residences were canvased for impacts, witnesses and video. A witness described the suspect vehicle was a white impala sedan but had no further information. No video was located. No additional victims were located. Shell casing were collected, and the photographs were taken. Y20 320 0034

2001 hours – **Shooting at Occupied Dwelling – Second Call** – Coachella Deputies responded to 1554 2nd Street in Coachella for a second time regarding shots fired. There were 3 9mm shell casings located and recovered in the street at Vine and 2nd.

Three shots impacted a BMW, Two impacted into a Dodge pick-up truck. No residence was struck, and no victims located. The Victims of the vehicles struck were to the rear of the residence when the shooting occurred and did not sustain any injuries. The surrounding residences were canvased for impacts, witnesses and video. No video was located. No additional victims were located. Shell casing were collected, and the photographs were taken. Y20 320 0039

November 16, 2020

1539 Hours-**Public Intoxication Arrest** -Coachella deputies responded to Ave 49 and Van Buren in Coachella regarding an intoxicated subject. Contacted and arrested was a male subject for public intoxication. The male was booked at JBDC. Y20 321 0036

November 17, 2020

0934 hours – Narcotic Arrest– CCAT Deputies conducted a ped checked and contacted a male subject. The male was in possession of narcotics. The male was cite released. Y20 322 0013

1338 hours – DUI Arrest – CCAT Deputies conducted a traffic stop at Avenue 48 x Grapefruit. A male subject was arrested for driving under the influence of drugs and possession of narcotics. The male was booked at JBDC. Y20 322 0025

2139 Hours-Parole Violation Arrest- Coachella deputies responded to assist a K9 unit on a vehicle check at Vista Del Norte and Dillon Rd in Coachella. A male was contacted and arrested for a parole violation. The male was booked at JBDC. Y20 322 0046

November 18, 2020

1957 Hours: **Narcotic and Warrant Arrest** – CCAT deputies conducted a traffic stop at Dillon Road x Vista Del Norte. A male was contacted and arrested for possession of narcotics and outstanding warrants. The male was booked at JBDC. Y20 324 0064

2158 Hours: **Domestic Violence Arrest**-Coachella deputies responded to 51550 Tyler Street, reference a domestic violence. Investigation revealed the a female subject assaulted her husband causing redness and bruising to his face. The female was arrested and booked at JBDC. Y20 324 0072

2333 Hours: **Driving Under the Influence Arrest**- Coachella deputies responded to a single vehicle traffic collision at Tyler Street x Ave 52. A male driver was determined to be under the influence of alcohol after he blew .16 and .18 on the PAS. The male was arrested and booked into JBDC. Y20 324 0074

November 20, 2020

1429 hours-**Use of Force Arrest**-Coachella deputies responded to 84900 Bagdad Ave apt. 4 reference a family disturbance. Upon arrival, deputies contacted, a male in the enclosed patio area and under the influence of narcotics. As deputies attempted to take the male into custody, a struggle ensued. The male was eventually placed in handcuffs and hobbled. The male received medical treatment due to his intoxication level/possible excited delirium and was transported to JFK. The male will be booked into the Indio Jail upon release from JFK. Y20 325 0044

November 21, 2020

1400 – 0200 Hours: **Traffic / DUI saturation** – CCAT deputies conducted a traffic enforcement and DUI saturation operation throughout the city of Coachella. During the event, 32 traffic citation were issued, one driving on a suspended license, three unlicensed violations were issued, and six subjects were arrested.

2137 Hours: **Warrant Arrest** – CCAT deputies conducted a traffic stop near the rear entrance of Fantasy Springs casino. A male was arrested for three narcotic warrants. Y20 326 0054

2335 Hours: **Narcotic and violation of Probation Arrest** – CCAT deputies conducted a ped check at Grapefruit x Park Lane. A male was arrested for possession heroin, possession drug paraphernalia, and violation of felony probation. Y20 326 0060

November 22, 2020

0035 Hours: **H&S Arrest** – CCAT deputies conducted an occupied vehicle check in a large transient camp on Vista Del Norte x Dillon Road. A male was arrested for possession of heroin and possession of drug paraphernalia. Y20 327 0003

0145 Hours: **Weapons Arrest** – CCAT deputies conducted a traffic stop at Vine x 1st Street. A male was contacted and found to be on probation. Deputies responded to the male residence and

conducted a probation compliance check. During the compliance check, an AR rifle, a non-serialized handgun, and brass knuckles were located and seized. The male was arrested for being a felon in possession of a firearm, possession of unregistered firearms, possession of an assault rifle, possession of brass knuckles, and violation of probation. The male was booked at JBDC. Y20 327 0003

1535 hours- **Warrant Arrest**- Coachella deputies responded to Walgreens located at 84010 Avenue 50 in Coachella regarding a suspicious circumstance. Upon arrival they contacted a female and placed her under arrest for an outstanding warrant. The female was booked at JBDC. Y20 327 0041

November 23, 2020

0020 hours- **Driving under the Influence Arrest** - Coachella deputies received information from a Fastrip employee regarding a possible DUI driver. Deputies conducted a traffic enforcement stop on the vehicle, but the driver failed to yield until he arrived at his. A male was contacted and was unable to perform FST's. The male was arrested and booked at JBDC. Y20 328 0001

1709 Hours: **Warrant and Narcotics Arrest** – CCAT deputies conducted an occupied vehicle check at Vista Del Norte x Dillon. A male was contacted and arrested for possession of methamphetamine, possession of a meth pipe, and a felony PRCS violation warrant. The male was booked at JBDC. Y20 328 0046

1741 hours-**Narcotic and Violation of Probation Arrest**- Coachella deputies conducted an occupied vehicle check at 9th St and Vine and contacted a male subject who was on probation. The male was found to be in possession of 110.4 grams of methamphetamine. A search of his residence yielded an additional 1.4 grams of methamphetamine. The male was booked at JBDC. Y20 238 0051

November 24, 2020

1132 Hours: **Narcotic Arrest** – Members of CCAT conducted a probation compliance check on Bagdad Street. During the check heroin, heroin paraphernalia, and a meth pipe were located. A male was arrested for various narcotic charges. The male was booked at JBDC. Y20 329 0027

1410 Hours: **Narcotic Arrest** – Coachella deputies conducted a traffic stop at Cairo and Calle Avila and contacted a male the driver, Angelo Zapata, 24 of Coachella who was in possession of narcotics. The male was arrested and issued a citation. Y20 329 0031

1650 Hours: **Beer run series Arrest** – CCAT deputies conducted follow up to a series of beer runs at the Fastrip. They located a male suspect at Cesar Chavez x Avenue 51 and arrested him on multiple counts of petty theft and violation of felony probation. Y20 329 0043

1903 hours-**Warrant Arrest**- Coachella deputies conducted a pedestrian check at Avenue 48 x grapefruit. A male was contacted and arrested for outstanding warrants. The male was cited and released. Y20 329 0047

2254 hours-**Petty Theft Arrest**- Coachella deputies responded to Food 4 Less in Coachella regarding beer run. A male was contacted and arrested for petty theft. The male was cited and released. Y20 329 0058

November 26, 2020

1826 Hours- **Battery and Resisting Arrest**-Deputies responded to 46651 Dillon Road reference a female at the location acting erratic. Coachella deputies located the female walking the wrong way Hwy 86 offramp to Dillon Road. The female was turned on deputies while being handcuffed and was pushed to the ground. The female denied medical treatment and had no visible injuries. The female was transported and booked into JBDC. Y20 331 0030

November 27, 2020

2117 Hours- **Domestic Battery Arrest**- Coachella deputies responded to 86116 Palmeras Circle reference a domestic violence. Deputies contacted the victim who stated her husband pushed her. The male was arrested and booked at JBDC. Y20 332 0033

November 28, 2020

2200 Hours- **Driving under the Influence Arrest**- Coachella deputies responded to Hwy 86 x Avenue 50, in reference to a single vehicle traffic accident. A male driver was contacted and arrested for being under the influence of alcohol. He blew a .129 and .123 on PAS. The male was arrested and booked into JBDC. Y20 333 0065

November 29, 2020

1240 hours – **Robbery/Hit and Run Traffic Accident**- Deputies responded to the area of Ave. 50 and Calhoun, Coachella, for a report of a single vehicle traffic collision. Three subjects were seen running from the vehicle. Shortly after, Coachella deputies responded to a report of a robbery at Del Oro Park, at Ave. 50 and Avenida Del Oro. A male victim stated his necklace and car key were taken by two acquaintances and a third suspect, only known as “Chubs,” fought with the victim and threatened him with a shotgun. The victim’s car key and clothing were located in the vehicle which crashed at Ave 50 and Calhoun. The vehicle was towed to Thermal Station for evidence and deputies authored a search warrant for the vehicle. Y20 334 0017/Y20 334 0018

1543 hours- **Assault with a Deadly Weapon Investigation** - Thermal Station deputies responded to a report of four suspects shooting at each other in the area of Calle Torres Orduno X Douma Street. Deputies arrived on scene and located several expended shell casings on Douma Street and Lorenza Lane. The residences located at 51761 Calle Torres Orduno and 51712 Lorenza Lane were struck by gun fire but the residents did not desire prosecution for the damage to their residences. Two suspects were seen running away on foot northbound on Calle Torres Orduno and entering a gray sedan. Two suspects were heard driving from the scene southbound on Lorenza Lane toward Avenue 52. Y20 334 0025

December 01, 2020

2100 Hours-**Warrant Arrest**- Coachella deputies conducted pedestrian check at Avenue 52 and Cesar Chavez St in Coachella and contacted a male was had outstanding warrants. The male was cited and released. Y20 336 0049

December 02, 2020

0700 Hours: **Robbery, Warrant and Narcotic Sales Arrest** – CCAT deputies conducted follow up investigation to a robbery incident that occurred on 11/29/20 at De Oro Park in Coachella. CCAT deputies served search warrants at three locations in the cities of Coachella and Indio. Three males were taken into custody during the warrant service. Narcotic sales indicia, the weapon used in the robbery, and stolen property were recovered during the search warrant. All three males were booked into JBDC. Y20 334 0018

December 03, 2020

1900 Hours: **Warrant, Narcotic and False Id to a Peace Officer Arrest** – CCAT deputies conducted a traffic stop at Dillon Road x 86 Expressway. The rear passenger, a female provided a false name. Her identity was found through investigative means and showed she had a felony warrant for child endangerment. The female was also found to be in possession of a meth pipe and methamphetamine. The female was arrested and booked into JBDC. Y20 338 0035

December 04, 2020

1600 – 0200 Hours: **Beer Run Operation and Narcotic Transportation Arrest** – CCAT deputies conducted an operation aimed to reduce the recent rise in beer runs in the city of Coachella. During the operation multiple subjects were arrested including one for transportation of narcotics.

2000 Hours-**Domestic Battery Arrest**- Coachella deputies responded to Calle El Sol x Corte El Alba reference a domestic violence. Deputies contacted a male who was arguing with his girlfriend. Investigation revealed the male pushed his girlfriend and grabbed her neck. The male was arrested and booked into JBDC. Y20 339 0036

December 05, 2020

0251 Hours- **Narcotic Arrest**- Coachella deputies conducted a ped check on Vista Del Norte x Dillon Road. A male was contacted and arrested for possession of narcotics. The male was cite released at the scene. Y20 340 0003

2233 Hours-**Driving Under the Influence and Hit and Run Traffic Accident Arrest**- Coachella deputies responded to Cesar Chavez St and Avenue 51 in Coachella regarding a traffic accident. Upon arrival, deputies determined one of the drivers, a male was under the influence. The male blew a .157/.155 BAC. The second driver was transported to Desert Medical Center due to complaint of pain. During the investigation, deputies responded to a past hit and run traffic accident and determined the male was the suspect. The male was booked at JBDC.Y20 35400041/43

December 07, 2020

2148 hours- **Shooting at a Dwelling Investigation**- Deputies responded to Vine St x 2nd St regarding shots fired. When deputies arrived on scene, they located an unoccupied black BMW with major damage. The vehicle collided with a parked vehicle. The driver of the BMW returned shortly after and said he took off running because someone was shooting at him. Deputies located an impact hole on the front driver side door and 5 expended 40 cal. casings on the sidewalk and on the street in front of a residence on 2nd St. Y20 342 0040

December 08, 2020

2040 hours- **Domestic Violence Investigation**- Coachella deputies responded to 52798 Calle Leandro in Coachella regarding a domestic dispute. The investigation revealed a male suspect slapped his wife three times, threatened to hurt her and kept her from leaving the bedroom. The male left the location prior to deputies' arrival and is known to carry a handgun. Y20 342 0034

December 09, 2020

0700 Hours: **Search Warrant / Narcotic Sales Arrest** – CCAT deputies authored a search warrant for two locations. The search warrant stemmed from an ongoing investigation. During the service, approximately 10 grams of methamphetamine, 5 grams heroin, and narcotic sales indicia was seized. A female was arrested for narcotic sales and booked at JBDC. Y20 340 0001

0850 hours- **Domestic Violence and Vandalism Investigation**- Coachella deputies responded to the transient camp behind Love's, on Vista Del Norte, for a report of domestic violence. The victim stated her fiancé, a male suspect, threw rocks at her, injuring her finger on her right hand. The male also damaged her vehicle by striking it with a metal bar, breaking a mirror and headlight. The male fled the area in a black Honda Accord, and was not detained. Deputies obtained an EPO on behalf of the victim. Y20 344 0015

December 10, 2020

0730 Hours: **Search Warrant and Warrant Arrest** – CCAT deputies served the search warrant related to a previous shooting investigation. During the search warrant a loaded .45 caliber handgun was located and collected. The handgun was found to belong to a male who is a convicted felon, and who was not present during the search warrant service. A male and female at the location were arrested for outstanding warrants. Y20 342 0040

December 11, 2020

2230 Hours-**Warrant Arrest**- Coachella deputies conducted a vehicle check at Vista Del Norte and Dillon and contacted a female who had an outstanding warrant. The female was cited and released. Y20 346 0079

2331 Hours- **Narcotic and Warrant Arrest**-Coachella deputies conducted a ped check at Vista Del Norte and Dillon. A male was contacted and arrested for an outstanding warrant and possession of narcotics. The male was booked into JBDC. Y20 346 0087

December 12, 2020

2000 – 0200 Hours: **Driving under the Influence Checkpoint** – CCAT deputies with the assistance of Thermal Station deputies, CSO's, and explorer post 503 conducted a DUI/Driver's License Checkpoint at Cesar Chavez and 4th Street. 14 citations were issued for unlicensed drivers, one narcotics arrest, four warrant arrests, one resisting arrest, two public intoxication arrests, nine driving under the influence arrests, and one vehicle pursuit arrest.

0111 Hours: **Pursuit Arrest** - During the above checkpoint, Coachella deputies witnessed a white Ford Explorer fail to stop at the traffic light at Cesar Chavez x Avenue 51. Deputies attempted to conduct a traffic stop on the vehicle at Cesar Chavez x Cairo; however, the vehicle failed to stop. Deputies noticed the vehicle was weaving all over the roadway and advised the driver was possibly under the influence. A pursuit was authorized and CHP deployed spike strips at Van Buren x Avenue 54 which were successful. The suspect vehicle continued to travel northbound on Van Buren Street with three flat tires. The pursuit was ended at Van Buren Street x Avenue 51 when the suspect vehicle came to a stop. The male driver was contacted and arrested for driving under the influence, providing false ID to a peace officer, evading and violation of probation. No deputies, civilians, or suspects were injured during the incident. Hammond was booked at JBDC for DUI drugs and felony evading. The male was booked at JBDC. Y20 347 0007

2148 Hours-**Driving Under the Influence Arrest**-Deputies responded to Hwy 86 and Avenue 52 for a three-vehicle traffic accident. The driver at fault, a male suspect displayed objective symptoms of consuming alcohol. The male performed poorly on SFST's and was placed under arrest. (.16 / .17 PASS) The male was transported to JFK for an okay to book then subsequently transported and booked into JBDC. Y20 347 0061

December 14, 2020

0700 hours- **Violation for Probation and Possession of Ghost Gun**- Coachella deputies responded to 52798 Calle Leandro reference a follow up. While at the residence a male subject arrived, and a records check was conducted through dispatch. It was revealed the male was on probation and during a search of his person a loaded black 9mm ghost handgun was located in his waistband. The male was booked at JBDC. Y20 349 0011

1503 hours- **Narcotic and Violation of Probation Arrest**- Coachella deputies conducted a traffic stop at Ave. 52 X Genoa after observing a vehicle run a stop sign at Valley X Cypress. A male and female were contacted and arrested for possession of pepper spray, a billy club, and methamphetamine with indicia of sales. Both were booked into JBDC. Y20 349 0025

December 15, 2020

0602 hours- **Warrant Arrest** – Coachella deputies responded to 87985 Avenue 52 for a domestic dispute. A male was contacted and arrested for three outstanding warrants. The male was booked into JBDC. Y20 350 0005

December 16, 2020

1330 hours – **Driving Under the Influence Arrest** – Coachella deputies contacted a male who was passed out behind the wheel of his vehicle on Ave 51 x Mecca. The male performed poorly on SFST’s and blew a .296 on the PAS. Booked at JBDC. Y20 351 0016

1500 hours – **Robbery Arrest** –Coachella deputies responded to Big 5 for a robbery from the business with a knife. A male suspect fled the scene. He was located and apprehended by responding deputies on the train tracks at Grapefruit x Cesar Chavez. The male was found to be on active parole. He was booked at JBDC. Y20 351 0020

1945 Hours: **Narcotic, False ID to a Peace Officer and Warrant Arrest** – CCAT deputies conducted an occupied vehicle check at Vista Del Norte x Dillon Road. A male was contacted and arrested for an outstanding warrant and on view possession of a meth pipe. A female was contacted and arrested for an outstanding warrant and on view possession of a meth pipe, under the influence of a controlled substance, and providing a false name to a peace officer. Both the male and female were booked at JBDC. Y20 351 0032

Thursday, December 17, 2020

During the months of November and December, Community Services Officers assigned to the Thermal Station and Coachella coordinated a “Share the Warmth” coat drive to benefit the less fortunate. During the month of December, Officers distributed coats throughout the city of Coachella and unincorporated areas. On Thursday, December 17, officers partnered with the City of Coachella’s outreach efforts and distributed coats to those seeking assistance.



December 18, 2020

1906 Hours: **Warrant Arrest** – CCAT deputies conducted a traffic stop at Palm x 3rd. A male was contacted and arrested for a felony hit and run warrant. Y20 353 0037

2030 Hours: **Warrant Arrest**– CCAT deputies conducted an occupied vehicle check at Vista Del Norte x Dillon. A male was contacted and arrested was for three felony warrants. He was booked at JBDC. Y20 353 0053

2217 Hours: **Narcotic Arrest** – CCAT deputies conducted a traffic stop at Dillon x Cabazon. A male was contacted and arrested for possession of 7.1 grams of methamphetamine and a meth pipe. Y20 353 90074

2220 Hours: **Narcotic and Warrant Arrest** – CCAT deputies conducted a traffic stop at Avenue 48 x Jackson Street. A male was contacted and arrested for a narcotic warrant and on view possession of 5 grams of methamphetamine and a meth pipe. Y20 535 0075

December 19, 2020

2020 hours: **Warrant Arrest** – CCAT deputies conducted a traffic stop at Dillon x Avenue 48. A male was contacted and arrested for an elder abuse warrant. He was booked at JBDC. Y20 354 0043 (MM)

2050 hours: **Warrant Arrest** – CCAT deputies conducted a traffic stop at Cesar Chavez x Avenue 53. A male was contacted and arrested for a felony vehicle theft warrant. He was booked in at JBDC. Y20 354 0051

2215 hours: **Warrant Arrest** – CCAT deputies conducted a pedestrian check at Avenue 50 x Cesar Chavez. A male was contacted and arrested for five narcotic warrants. Y20 354 0057

December 22, 2020

2120 Hours- **Brandishing a Weapon and Vandalism Arrest**- Coachella deputies responded to 83471 Todos Santos reference a suspicious person. Deputies located a male in the area. Investigation revealed the victim saw the male break a window to his mother's vehicle. The victim went outside to confront the male and he brandished a knife at the victim. The male was arrested and booked into JBDC. Y20 357 0051

December 23, 2020

0700 hours: **Search Warrant / Weapons and Narcotic Sales Arrest**: Members of CCAT and District Team, with the assistance of RSD SWAT, served a search warrant at 85531 Stacie Lane in the city of Coachella. During the service of the search warrant, deputies located and seized five AR-15 rifles, two 9mm handguns, numerous boxes of ammunition, suspected cocaine, and narcotic sales indicia. Deputies arrested Mark Guzman Morin, 31 y/o of Coachella, for Possession of an Assault Rifle, Possession of a Short-Barreled Rifle, Possession of a loaded firearm while in

possession of narcotics, Possession of an unregistered firearm, and Possession of cocaine for sale. Morin was booked at JBDC. Y203580019 (MM)



0955 hours- **Brandishing**- Deputy Knudson responded to AMPM north for a report of a brandishing. Contacted was David Cruz, 30-year-old transient of Coachella, who brandished a knife at Coachella city employee Christopher Oppenheimer. Cruz also threw a rock at a city truck but did not damage any property. Oppenheimer signed a PPA and Cruz was arrested and booked into JBDC. Y203580022 (DK)

December 26, 2020

0100 Hours: **Drug Arrest** – Cpl. McTigue conducted a vehicle check at Vista Del Sur x Dillon Rd., Vidal Alvarado, 39 of Coachella, was arrested for possession of a meth pipe, cited and released. File #Y203610005.

0242 Hours: **Shooting** – Coachella deputies responded to Cairo x Shady in reference to a shooting. Deputies located casings in the street and an impact at 85-446 Cairo near the front window. A REDINET was established. Forensics responded and Lt. Martinez was notified. The initial report will be written by Deputy Martinez and forwarded to CCAT/ Investigations. File #Y203610009.

1048 Hours: **Shooting** – Coachella deputies responded to Brenda Ln x Shady Ln. in reference a shooting. While responding to the call deputies, received another call of an assault with a deadly weapon on Tripoli Wy and Ave 52, where unknown suspects were shooting at an apartment complex. As responding deputies were checking the area, Deputy Dix and Deputy Post located the suspects on Morgan Ave and Valley Rd. After the two suspects were detained, deputies were informed one of the suspects threw a handgun before the stop and recovered was a Springfield 9mm. Units responding to the shooting on Brenda Ln, contacted the victim whom stated he saw an unknown make White vehicle, stop at the intersection on Shady Ln and Brenda Ln., from which

an unknown male exited the vehicle wearing a hoodie and began shooting towards him, while he sat in his vehicle. Both scenes were canvassed for victims, witnesses and additional damage. Lt. Martinez, Sgt. Porras, Sgt. Matos, and Sgt. Heredia were notified of the incidents. CCAT and Deputy James of the Gang Task Force responded and assumed the investigation.

As a result of Deputy James' investigation, CA Block gang member Francisco Villanueva, 18 of Coachella, and a 17-year-old from Coachella, were arrested. Villanueva was booked at JBDC and the juvenile was booked at Juvenile Hall. File #Y203610013, Y203610015.

December 28, 2020

1248 Hours: **Elder Abuse / Battery** – Deputy Piscatella and FTO Knudson conducted a follow-up investigation regarding a battery that occurred on December 27, 2020, relating to a financial dispute. Deputy Piscatella met the suspect, Miguel Angel Ceja, 50 of Indio, at the Thermal Station for an interview. Ceja was ultimately arrested for elder financial abuse and battery and booked at JBDC. File #Y203620019

1607 Hours: **Warrant Arrest** – Deputy Miller arrested Daniel Solis, 42 of Coachella, for a Misdemeanor warrant. File #Y203630029

December 29, 2020

1025 Hours: **Domestic Assault** – Deputy C. Piscatella and FTO Knudson were dispatched to 49-140 Rio Rancho in reference to a domestic abuse. The suspect, Juan Alfredo Rodriguez, 19 of Coachella, was gone upon deputy arrival. The investigation revealed Rodriguez struck the victim on the head with a metal stroller rod, put her in a headlock, and drug her from the driveway to the front door of the home. The victim was transported to JFK and treated for her injuries including strangulation protocol. Numerous possible locations in Coachella were checked for Rodriguez with negative results. An Emergency Protective Order (EPO) was obtained. A Probable Cause statement, Bail Increase Request for Magistrate approval, and Booking Sheet are prepared pending arrest. Initial report by C. Piscatella. File #Y203640015.

1700 Hours: **Parole Violation / Drug Arrest** – Deputy Zazueta conducted a pedestrian check at Ave 52 x La Ponderosa and arrested Randy Montoya, 52 of Coachella, for a Parole Violation Warrant. A search incident to arrest, yielded heroin and drug paraphernalia. Montoya was booked at JBDC. File #Y203640030/31.

December 30, 2020

1822 Hours: **Vandalism/Public Intoxication** – Deputy McManus responded to the area of Vista Del Norte x Dillon for an intoxicated subject. Investigation determined the suspect, Warren Anderson, 34 of Coachella, was intoxicated and used a lock in a sock to damage the windshield of a car. Anderson was booked at JBDC. File #Y203650032.

December 31, 2020

1157 Hours: **Possession of Stolen Vehicle** – Coachella deputies responded to 56603 Polk St, in reference to a suspicious person. Justin Eric Dalton, 31 of Moreno Valley, was contacted and arrested for possession of a stolen Cadillac out of Moreno Valley. Dalton was booked into the Indio Jail. File #MV203650160

1621 Hours: **Pursuit** – Deputy Padilla and Deputy Post responded to 84822 Sunshine Ave., for a disturbance. Maria Mansker, 21 of Coachella, arrived on foot at the location to see her ex-boyfriend, who refused to see her or exit the residence. Mansker became enraged and broke the front window with a metal pipe and challenged onlookers to a fight. As deputies arrived, Masker was witnessed stealing a Jeep from a neighbor. A vehicle pursuit ensued which lasted about 5 minutes, concluding at Avenue 58 and Calhoun St., where the vehicle collided into a utility pole. Mansker was not injured, arrested and later booked at JBDC. File #Y0203660037

1945 Hours: **Warrant Arrest** – CCAT Sgt. Matos and Deputy Ruiz conducted an occupied vehicle check at Vista Del Norte x Dillon. Arrested was Skinhead gang member Charlton Hines, 48 of Indio, for a felony parole violation warrant. File #Y203660054

2220 Hours: **Warrant Arrest /Public Intoxication** – Deputy Piscatella conducted a pedestrian check at Cesar Chavez and Avenue 51 and contacted Bianca Moreno, 18 of La Puente. Moreno was arrested and booked for an outstanding auto theft warrant and public intoxication. File #Y203660061

COACHELLA VALLEY NARCOTICS TASK FORCE (CVNTF)

BRIEF TEAM OVERVIEW

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

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

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

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

Summary of Significant Activity for CVNTF:

DATE: Tuesday, October 06, 2020:

CASE # CV20-280-0001

OPERATION: Search warrant/Narcotic sale

LOCATION: 462 N. Alessandro Street, Banning

SUSPECT: Ralph Kevin Nunez (05-04-1988)

SEIZURE: 167 grams of meth., six M30 pills, an operable digital scale, and a 20-gauge shotgun. CASE AGENT: TFO J.Lopez & TFO M.Torres

DATE: Tuesday, October 10, 2020:

CASE # CV20-284-0001

OPERATION: Search warrant/Narcotic sale

LOCATION: 1601 W. Iron Horse Circle, Colton

SUSPECT: Giovanni Jose Ramirez (08-22-1983)

SEIZURE: 27.9 grams of meth., an operable digital scale, plastic baggies, and a short barrel shotgun. CASE AGENT: TFO C.Lopez

DATE: Tuesday, October 13, 2020:

CASE # CV20-287-0001

OPERATION: Search warrant/Narcotic sale
LOCATION: 725 E. San Lorenzo Road, #4, Palm Springs
SUSPECT: William Kazlausaas (10-17-1960)
SEIZURE: 109 grams of meth., 1.3 grams of heroin, Xanax pills, plastic baggies, an operable digital scale, and \$1,501 cash in different denominations. CASE AGENT: TFO C.Lopez

DATE: Tuesday, October 14, 2020:
CASE # CV20-288-0001
OPERATION: Search warrant/Narcotic sales
LOCATION: 82322 Adobe Road, Indio
SUSPECT: Emilio Hernandez (10-26-1992)
SEIZURE: 81.1 grams of heroin, plastic baggies, an operable digital scale, one Glock firearm, one Springfield XD firearm, and ammunition.
CASE AGENT: TFO S.Angulo

DATE: Tuesday, October 15, 2020:
CASE # CV20-289-0001
OPERATION: Search warrant/Narcotic sales
LOCATION: 34303 Judy Lane, Cathedral City
SUSPECT(S): Michael O'Connor (10-29-1961)
Michael Chavez (11-13-1978)
SEIZURE: 19.8 grams of meth., 4.5 grams of heroin, and plastic baggies
CASE AGENT: TFO K.Phillips

DATE: Sunday, November 01, 2020:
CASE # CV20-306-0001
OPERATION: Search Warrant/Arrest
LOCATION: 1503 Nile Drive, Thermal (Imperial County)
SUSPECT: Brene Arnell Manning (07-05-1962)
SEIZURE: 968.4 grams (2 lbs. +) methamphetamine, digital scale, baggies, and \$8,640 in cash (asset forfeiture)
CASE AGENT: TFO J.Lopez

DATE: Tuesday, November 03, 2020:
CASE # CV20-308-0001
OPERATION: Search Warrant/Arrest
LOCATION: 309 S. Indian Canyon Drive, room#141. Palm Springs (Quality Inn)
SUSPECT: Eddie Pesqueda (08-03-1974)
SEIZURE: 110 grams of meth., 5.7 grams of heroin, plastic baggies, an operable digital scale.
CASE AGENT: TFO M.Torres

DATE: Friday, November 06, 2020:
CASE #CV20-311-0001
OPERATION: Search Warrant/Arrest
LOCATION: 66173 2nd Street, Desert Hot Springs
SUSPECT: Victoria Leigh Morris (01-23-68)
SEIZURE: 6.6 grams of meth., and 35 Oxycodone pills, and operable digital scale
CASE AGENT: TFO K.Phillips

DATE: Friday, November 06, 2020:
CASE # CV20-311-0002/T20-310-0117
OPERATION: Search Warrant/ Arrest
LOCATION: 48240 Beverly Drive, Palm Desert
SUSPECT: Jon Altman (02-20-90)
SEIZURE: 1.1 grams of meth., 8 oxycodone pills, keys belonging to victim and a knife shaped like a gun.
CASE AGENT: TFO C.Lopez

DATE: Saturday, November 07, 2020:
CASE #CV20-312-0001
OPERATION: Search Warrant/ Arrest
LOCATION: 535 S. Warm Springs Drive, room #503, Palm Springs (All worlds Annex Resort)
SUSPECT: Harry Morales (08-20-79)
Joshua Mendelson (04-06-97)
SEIZURE: 903.5 grams of meth., 109.8 grams of cocaine, 14.4 grams of heroin, 66 grams of special K, 34 grams of shrooms, 200 ecstasy pills, numerous LSD tabs, plastic baggies, an operable digital scale, and \$4,300 in cash.
CASE AGENT: TFO M.Torres

DATE: Thursday, November 12, 2020:
CASE #CV20-317-0001
OPERATION: Search Warrant/Arrest
LOCATION: 66312 12th Street, Desert Hot Springs, CA. 92240
SUSPECT: Nathan Diller (05-03-1985)
SEIZURE: .40 caliber Smith and Wesson, revolver(blanks), ammunition, 0.1 meth., 1-gram heroin, Xanax, oxycodone, and operable digital scales.
CASE AGENT: TFO Torres

DATE: Friday, November 13, 2020:
CASE #CV20-318-0001
OPERATION: Search Warrant/Arrest
LOCATION: 80-406 Jasper Park Ave., Indie
SUSPECT: Bryan Walter Brown (01-31-1985)
SEIZURE: TFO's located three handguns (2 Glocks & 1 Springfield XD), one rifle, two high capacity mags, ammunition, over 500 M30 oxycodone pills, 88 grams of psilocybin mushrooms, 4 grams of meth. CASE AGENT: TFO C.Lopez
DATE: Wednesday, November 18, 2020:
CASE # CV20-323-0001

OPERATION: Search Warrant/Arrest
LOCATION: 700 N. Riverside Drive, Apt. #6, Palm Springs
SUSPECT: Stephen Stevens (04-15-1975)
SEIZURE: TFO's located 24.15 grams of meth, 1.73 grams of heroin, two IVI-30 pills, three Ecstasy pills, 2 scales, and packaging.
CASE AGENT: TFO M. Torres

DATE: Friday, November 20, 2020:
CASE # CV20-325-0001
OPERATION: Search Warrant/ Arrest
LOCATION: 73-250 Guadalupe Ave, Palm Desert
SUSPECT(s):
a. Jobie Gross III (09-29-1969)
b. Mikel Steven Lueck (09-29-1959)
c. John Thomas Obrien (04-07-1983)
d. Delvin L. Cissell (08-08-1989)
SEIZURE: TFO's located 355.7 grams (3/4 lb.) of methamphetamine in different packaging and weights, 14 grams of psilocybin mushrooms, packaging, and digital scales. CASE AGENT: TFO C.Lopez

DATE: Monday, November 30, 2020
CASE # 2011P-7285 / CV20-335-0001
OPERATION: Traffic stop | Arrest
LOCATION: N. Indian Canyon Dr. at Racquet Club Rd., Palm Springs
SUSPECTS: Rebecca Antenella Wallach (11/07/86)
SEIZURE: 2,831 grams of methamphetamine (over 6 pounds), packaging, and a digital scale. CASE AGENT: TFO M. Torres | PSPD Officer Etchason

DATE: Monday, December 7, 2020:
CASE: #CV20-342-0001
OPERATION: Search Warrant
LOCATION: 284 Burton Way, Palm Springs
SUSPECTS: Terry Baggiosi (03/03/1955)
SEIZURE: 64.2 grams of methamphetamine, packaging and digital scale
CASE AGENT: TFO M. Torres

DATE: Tuesday, December 8, 2020:
CASE #CV20-343-0001
OPERATION: Search Warrant
LOCATION: 53-402 Shady Lane, Coachella
SUSPECTS: Marcus Romero (09/26/1979)
SEIZURE: 10 grams of methamphetamine, packaging, a digital scale, shotgun, shotgun ammunition, 9mm Ruger, and approximately \$11,206 in U.S. Currency. CASE AGENT: TFO J. Lopez

DATE: Tuesday, December 22, 2020:
CASE #CV20-357-0001
OPERATION: Narcotic sales arrest
LOCATION: W. Del Sol Road and W. Radio Road, Palm Springs

SUSPECTS: Mitchell Quero (08/23/88)
 SEIZURE: TFO's located five different packages inside the black satchel. The packages contained methamphetamine with a total weight of 7.8 ounces (.49 pounds)
 CASE AGENT: TFO K. Phillips

DATE: Tuesday, January 05,2021
 CASE #CV21-005-0003
 OPERATION: Narcotics sales arrest/Felony warrant
 LOCATION:44301 Sun Gold Street, room #118, Indio, CA. 92201 (Indio Holiday Motel)
 SUSPECTS: Melvin Harmon (01-20-64)
 SEIZURE: TFO's located a total of six packages belonging to Harmon. Three packages contained methamphetamine with a total weight of 1.3 ounces and three packages contained heroin with a total weight of 1 ounce, along with baggies, and an operable digital scale. CASE AGENT: TFO S. Angulo

Coachella Valley Violent Crime Gang Task Force

TEAM OVERVIEW

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

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

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

COACHELLA VALLEY VIOLENT CRIME GANG TASK FORCE STATISTICS

	Current
Felony Arrests:	9
Misdemeanor Arrests:	1
F.I. Gang Cards:	5
F.I. Cards:	0

Gang Intervention Contact:	0
Criminal Cases Filed:	6
Gang Enhancements:	2
Probation Searches:	28
Probation Violations:	3
Parole Searches:	3
Parole Violations:	1
Firearms Recovered:	16
Search Warrants Written:	5
Search Warrants Served:	5
Pedestrian Checks:	10
Narcotics Seized (Grams):	0
Asset Forfeiture:	0
Warrant Arrests (Felony):	2
Warrant Arrests (Misdemeanor):	1
Overtime Hours:	100.5
Gang Presentations:	1
Training Classes (Presented):	0
Training Hours (Presented):	0
Training Classes (Attended):	3
Training Hours (Attended):	30
Court Testimony:	39
Assist Other Department:	1
Follow up	6
Youth Outreach	1

SUMMARY OF ACTIVITY

On 10/22/2020 – GTF personnel served a search warrant at 47000 block of Dune Palms, La Quinta regarding an assault with a deadly weapon. Arrested was Dontae Moreno and booked at JBDC

On 10/23/2020 – GTF personnel conducted a probation compliance check on Richard Rubio, of Thermal, and arrested him for a HS violations and probation violation.

On 10/23/2020 – GTF personnel assisted parole agents with locating and arresting Arturo Echagaray for a parole violation, within the City of Indio. Arturo was arrested and booked at JBDC

On 10/30/2020 – GTF personnel assisted the Riverside County Human Trafficking Task Force in locating and arresting Maximiliano Martinez for an open sexual assault case. Martinez was located in the desert lot on Vista Del Norte and Dillon Road, arrested and booked into JBDC.

On 10/31/2020 – GTF personnel interviewed Alan Jackson (In custody) at JBDC and obtained a confession for an outstanding attempted murder case from 2018. Additional charges of attempted murder were filed against Jackson.

11/25/2020 – GTF personnel conducted a parole compliance check of Indio resident, David Bustos, and arrested him for felon in possession of a firearm/ammo and parole violation. He was booked into JBDC.

12/22/2020 – GTF personnel authored a search warrant for 3 locations within the City of Coachella regarding a past shooting. With the assistance of CCAT, BORTAC, and SWAT, 3 warrants were served and arrested was Francisco Romero, Andres Alarcon, Mario Leyva and Rene Hernandez.

12/26/2020 – GTF personnel assisted patrol and CCAT with a shooting investigation. Arrested was Coachella residents Francisco Villanueva and a 17-year-old, juvenile. Both were booked at JBDC and Indio Juvenile Hall.

Post Release Accountability and Compliance Team

BRIEF TEAM OVERVIEW

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

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



Personnel:

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

October 2020	YTD	
<u>PRCS Search</u>	22	197
<u>1170 Mandatory Sup</u>	5	61
<u>Formal Search</u>	7	150
<u>Summary Search</u>	0	8
<u>Juvenile Search</u>	4	33
<u>All other prob. total</u>	11	191
<u>Total Probation Searches</u>	38	449
<u>Parole Search</u>	6	89
<u>Search Warrant</u>	3	30
<u>PRCS Warrant Arrest</u>	5	28
<u>Non-PRCS Warrant</u>	4	54
<u>Felony Arrests</u>	16	163
<u>Misdemeanor Arrests</u>	2	44
<u>Firearms seized</u>	5	32
<u>GTA Recoveries</u>	0	3
<u>Radio Calls</u>	1	6
<u>On-Sights</u>	1	40
<u>Assist investigations</u>	5	54
<u>Assist Patrol</u>	4	54
<u>Total Assists</u>	9	108
<u>AWS Non-Probation</u>	0	2
<u>Surveillance</u>	1	12
<u>Bad address</u>	3	24
<u>AOD (not listed above)</u>	1	18
<u>PRCS Arrests</u>	6	55
<u>Man. Sup. Arrests</u>	1	6
<u>Arrests Other Probation</u>	2	28
<u>Parole Violations</u>	4	42
<u>Other Arrests not on Probation</u>	5	74
<u>Total Searches</u>	45	548
<u>Total Arrests</u>	18	207
<u>Total Probation violations</u>	7	72
<u>PRCS Search</u>	24	116
<u>1170 Mandatory Sup</u>	9	41
<u>Formal Search</u>	13	87
<u>Summary Search</u>	1	3
<u>Juvenile Search</u>	6	14
<u>All other prob. total</u>	20	104
<u>Total Probation Searches</u>	53	261
<u>Parole Search</u>	2	32
<u>Search Warrant</u>	3	21
<u>PRCS Warrant Arrest</u>	0	14

<u>Non-PRCS Warrant</u>	6	35
<u>Felony Arrests</u>	12	95
<u>Misdemeanor Arrests</u>	6	37
<u>Firearms seized</u>	1	13
<u>GTA Recoveries</u>	0	1
<u>Radio Calls</u>	0	1
<u>On-Sights</u>	2	32
<u>Assist investigations</u>	4	34
<u>Assist Patrol</u>	4	41
<u>Total Assists</u>	8	66
<u>AWS Non-Probation</u>	0	2
<u>Surveillance</u>	2	9
<u>Bad address</u>	6	19
<u>AOD (not listed above)</u>	1	7
<u>PRCS Arrests</u>	3	35
<u>Man. Sup. Arrests</u>	1	4
<u>Arrests Other Probation</u>	3	19
<u>Parole Violations</u>	3	19
<u>Other Arrests not on Probation</u>	8	53
<u>Total Searches</u>	55	302
<u>Total Arrests</u>	18	132
<u>Total Probation violations</u>	6	46

P.A.C.T. stats by cities for October 2020:

Palm Springs	4 Searches/Compliance checks; 4 arrests
Cathedral City	10 Searches/Compliance checks; 1 arrest
Indio	15 Searches/Compliance checks; 1 arrest
Desert Hot Springs	13 Searches/Compliance checks; 7 arrests
Palm Desert	2 Searches/Compliance checks; 2 arrests
Coachella	1 Searches/Compliance checks; 3 arrests

During the month of October, East P.A.C.T. was in 6 different cities in Riverside County.

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

Significant Events:

2010I-0657 Indio/Coachella On 10/7/2020, East P.A.C.T. assisted IPD's Street Crimes Unit (SCU) with executing a search warrant in the city of Coachella (52156 Nelson Street, Coachella).

The search warrant was regarding a 211 PC that had occurred in the city of Indio. Jamoul “Mookie” Carrillo, Angel Edward Ramirez, and Jose “Cream” Sanchez (DOB 09/17/01) were arrested as a result of the S/W. Carrillo and Sanchez were involved in armed dope rip-offs in Indio. Ramirez was carrying a gun when he exited Carrillo’s residence as officers conducted a “surround-and-callout.”

Angel Edward Ramirez (3/17/2002) was arrested for 25400 (a)(2) PC and 25850 (c)(6). He was released with no bail. As of 10/12/20 his next court date is 12/21/2020.



Jamoul Oba McAllister Carillo AKA “Mookie” (6/21/2001) was arrested for 211 PC and 12022.1 PC. His bail is \$500,000.00. As of 10/26/20 his next court date is 11/13/20.



Jose “Cream” Angel Sanchez (9/17/2001) was arrested for 211 PC, 245(a) PC, 246.3 PC, and 182(a)(1) PC. He had no bail and was in custody. As of 10/29/20 his next court date is 11/13/2020.



2010C-2140 Palm Springs On 10/08/20 Detective Olson authored a search warrant for 542 W. Sunview Avenue in the City of Palm Springs. The search warrant was in relation to a recent gang sweep hosted by East P.A.C.T./G.I.T. During the search warrant East P.A.C.T. located a safe in James Alexander's (5/17/1967) bedroom. The safe contained two illegally possessed handguns, several rounds of 9mm ammunition and magazines. During the interview James confessed to purchasing the handgun at a gas station in Palm Springs last year. The handgun was reported stolen out of Texas. The other handgun located matched a Ruger 9mm handgun magazine that Rashaan Alexander was arrested for the previous week. Rashaan was interviewed at the Smith Correctional facility in Banning and re-arrested for additional firearm charges which halted his early release. Rashaan confessed the firearm was his and admitted his active membership in the Gateway Posse Crips Gang in Palm Springs. Rashaan Alexander (3/4/95) was arrested for 29800 (a)(1) PC and 3455 PC.

Alexander, Rashaan (DOB 03/04/1995) Rashaan PC 29800(A)(1), PC 667.5(B). As of 10/27/20 he is still in custody and his bail is \$10,000.00. His next court date is 12/04/2020.

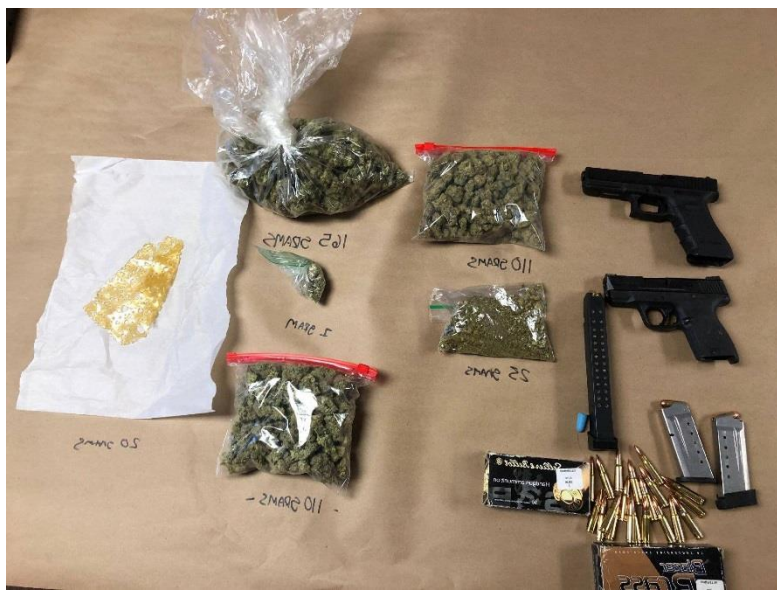


Alexander, James (DOB 05/17/67). James was arrested for 496. **Next court date to be determined.**



2010I-3676 Indio On 10/29/2020, East P.A.C.T. assisted IPD's Street Crimes Unit (SCU) with executing a search warrant for the residence of Jaime Mejia, in the city of Indio. 2 handguns, Ammo, high capacity Magazines, and large amount of marijuana, were all located at the residence.

Jaime Mejia (6/8/1998) was arrested for 29800 (a)(1) PC, 245 PC, 1203 (e)(2) and booked at Indio Jail. Mejia was able to make a bail of \$100,000.00. His next court date is 11/17/20.





	November 2020	YTD
<u>PRCS Search</u>	10	207
<u>1170 Mandatory Sup</u>	7	67
<u>Formal Search</u>	10	160
<u>Summary Search</u>	2	10
<u>Juvenile Search</u>	4	37
<u>All other prob. total</u>	8	199
<u>Total Probation Searches</u>	34	483
<u>Parole Search</u>	3	92
<u>Search Warrant</u>	7	37
<u>PRCS Warrant Arrest</u>	1	29
<u>Non-PRCS Warrant</u>	5	59
<u>Felony Arrests</u>	14	177
<u>Misdemeanor Arrests</u>	3	47
<u>Firearms seized</u>	6	38
<u>GTA Recoveries</u>	0	3
<u>Radio Calls</u>	2	8
<u>On-Sights</u>	2	42
<u>Assist investigations</u>	9	63
<u>Assist Patrol</u>	4	58
<u>Total Assists</u>	13	121
<u>AWS Non-Probation</u>	0	2
<u>Surveillance</u>	5	17
<u>Bad address</u>	3	27
<u>AOD (not listed above)</u>	0	18
<u>PRCS Arrests</u>	1	56
<u>Man. Sup. Arrests</u>	1	7

<u>Arrests Other Probation</u>	6	34
<u>Parole Violations</u>	2	44
<u>Other Arrests not on Probation</u>	3	77
<u>Total Searches</u>	36	584
<u>Total Arrests</u>	17	224
<u>Total Probation violations</u>	8	80
<u>PRCS Search</u>	25	141
<u>1170 Mandatory Sup</u>	3	44
<u>Formal Search</u>	14	101
<u>Summary Search</u>	2	5
<u>Juvenile Search</u>	8	22
<u>All other prob. total</u>	24	128
<u>Total Probation Searches</u>	52	313
<u>Parole Search</u>	12	44
<u>Search Warrant</u>	6	27
<u>PRCS Warrant Arrest</u>	2	16
<u>Non-PRCS Warrant</u>	7	42
<u>Felony Arrests</u>	25	120
<u>Misdemeanor Arrests</u>	2	39
<u>Firearms seized</u>	7	20
<u>GTA Recoveries</u>	1	2
<u>Radio Calls</u>	2	3
<u>On-Sights</u>	3	35
<u>Assist investigations</u>	9	43
<u>Assist Patrol</u>	4	45
<u>Total Assists</u>	13	88
<u>AWS Non-Probation</u>	0	2
<u>Surveillance</u>	2	11
<u>Bad address</u>	2	21
<u>AOD (not listed above)</u>	6	13
<u>PRCS Arrests</u>	7	42
<u>Man. Sup. Arrests</u>	0	4
<u>Arrests Other Probation</u>	2	21
<u>Parole Violations</u>	9	28
<u>Other Arrests not on Probation</u>	9	62
<u>Total Searches</u>	64	366
<u>Total Arrests</u>	27	159
<u>Total Probation violations</u>	7	53

P.A.C.T. stats by cities for November 2020:

Palm Springs
Cathedral City

4 Searches/Compliance checks; 3 arrests
6 Searches/Compliance checks; 3 arrests

Indio
Desert Hot Springs

8 Searches/Compliance checks; 3 arrests
6 Searches/Compliance checks; 5 arrests

Coachella
Thermal
La Quinta

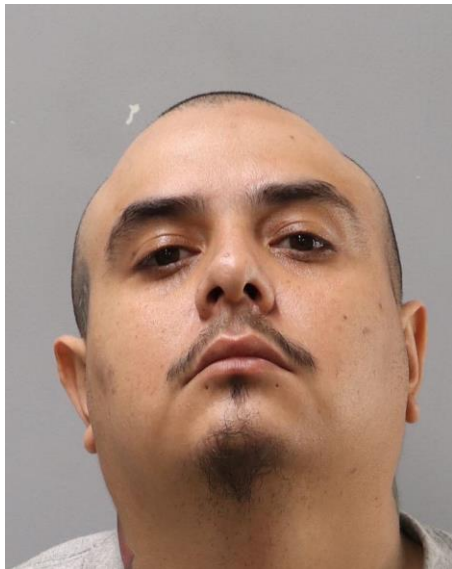
1 Searches/Compliance checks; 1 arrests
5 Searches/Compliance checks; 2 arrests
6 Searches/Compliance checks; 0 arrests

During the month of August, East P.A.C.T. was in 7 different cities in Riverside County.

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

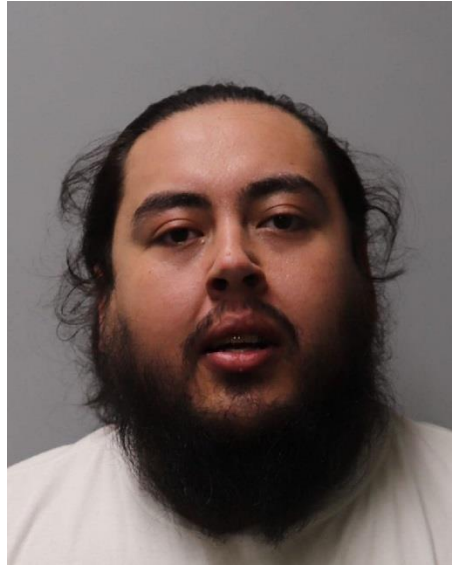
Significant Events:

2010I-4214 Indio On November 3, 2020, East P.A.C.T. assisted the Indio Police Department Street Crimes Unit (SCU) Detectives with the execution of two search warrants. The target of the search warrants was **Rene Ramirez Jr** (11/24/91), who has a lengthy criminal history. Ramirez was selling guns and marijuana out of his residence (82-077 Santa Rosa Ave) and his work, the El Sol Smoke Shop (81-622 Hwy 111. Both locations in the City of Indio. The execution of the search warrants was successful, and several guns, several thousand dollars in cash and marijuana were located during the execution of the warrant. Ramirez was able to a \$520,000.00 in bail. His next court date is 01/14/21.



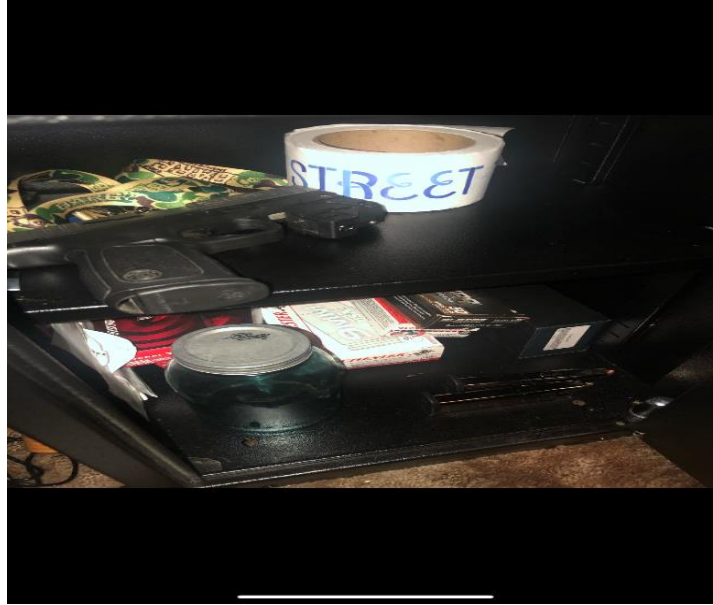
2011C-0936 Cathedral City On 11/04/20 East P.A.C.T arrested **Brandown Becerra** (DOB 02/21/94) for a felony warrant at 32255 Cathedral Canyon, CC. His warrant was for 30600 PC, 11375 HS, 4573. GIT advised East P.A.C.T about the warrant and requested he was arrested due to the warrant being from one of their investigations. East P.A.C.T. was very familiar with residence due to it also being the same residence of Kevin Becerra (DOB 09/22/00), who is a known Cathedral City Gang member. Kevin's arrest date back to when he was just 12 years old.

East P.A.C.T. members previously arrested Kevin immediately after he fled during a 459 in progress. Brandown posted a \$100,000.00. As of 11/25/20 his next court date is 01/14/21.



2007P-7360 Palm Springs On 11/05/20, East P.A.C.T.'s PSPD Detective was assigned an investigation regarding a probationer, **Trevon Massengale** (07/11/91). Massengale was wanted for PC 30305(a). A DOJ hit confirmed his fingerprints were on a casing at the scene of a homicide in Palm Springs. East P.A.C.T. conducted multiple surveillance operations outside of Massengale's place of employment (Taco Bell Palm Springs) and authored a search warrant for his cellular device location. On 11/05/2020, East P.A.C.T. conducted a traffic stop on Massengale who fled from work when he suspected East P.A.C.T. members had located him. His sister picked him up. Massengale was taken into custody for PC 30305(a) and a probation violation. Within moments of his arrests Massengale's family members began to arrive on scene and became verbal with East P.A.C.T. members.

East P.A.C.T. authored a search warrant for Massengale's residence (486 Bon Air Palm Springs). East P.A.C.T. and PSPD patrol had to freeze the residence due to the lack of cooperation from Massengale's family. During the execution of the search warrant, a 9mm handgun, was located inside of a safe. The 9mm handgun was sent to the lab to compare it with the 9mm casings located at the scene (of the 187). His bail is \$50,000.00 and his next court date is 12/16/20.

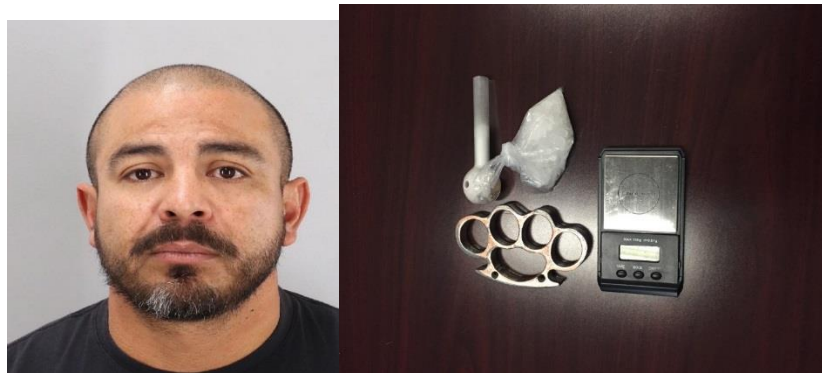


2011D-1978 DHS On 11/07/20, East P.A.C.T. responded to the residence to assist DHSPD with a homicide investigation. DHSPD Detectives determined the 187 suspect was: **Jesse Valenzuela** (06/24/92). Officers were unable to locate Jesse on the night of 11/07/20 and his cell phone was turned off. On 11/08/20, Jesse called 911 and wanted to turn himself in. While officers were preparing to arrest Jesse, he fled the area in a vehicle and led officers into a vehicle pursuit. He was eventually arrested in Indio for the homicide and booked into RCJ. His bail is \$1,000,000.00. His next court date is 12/29/20.

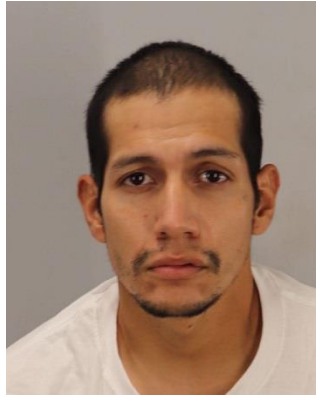


2011C-2602 Thermal On November 10, 2020, members of East P.A.C.T. responded to 85695 Middleton Street in the unincorporated area of Thermal to conduct a probation compliance check. Upon arrival, East P.A.C.T contacted **Severiano Perez** (06/04/91), 29 of Thermal, and **Marcus Romero** (09/26/79), 41 of Coachella. Severiano had an outstanding felony warrant for possession of stolen property and a PRCS violation was issued. Romero was found to be in possession of 25 grams of methamphetamine, a methamphetamine pipe, metal knuckles, and a digital scale. Romero was arrested for possession of methamphetamine for sales, possession of metal knuckles, and possession of drug paraphernalia. Both Perez and Romero were booked at RCJ, in Indio.

Romero, Marcus Antonio (DOB 09/26/79) Romero was arrested for 11378 and 21810. He was cite released.



Perez, Severiano (DOB 06/04/1991) Perez was for arrested him for a warrant for 496 and 1203.2. He was Fed kicked his next court date is 03/12/21.

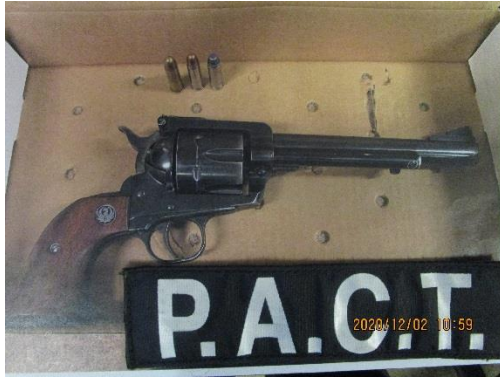


2011C-2886 Indio On 11/10/20, while conducting a probation compliance check at 46-211 Jackson Street #66, East P.A.C.T. members contacted **Manuel Cavazos** (02/03/91). Cavazos was not the subject of the search. Another subject, Gilbert Mesa (DOB12/30/97), who has a PRCS warrant for his arrest. Mesa was not at home. Cavazos was already a two striker and has a lengthy criminal record. He is also a documented Varrío (poor spelling for Spanish word for neighborhood) Jackson Terrace (VJT) Gang member. Cavazos was in possession of a firearm. During the course of this investigation, East P.A.C.T. members found that Cavazos had assaulted his live-in girlfriend and then threatened to shoot her if she called the police. Ultimately, East P.A.C.T. arrested him for 28900 (a)(1), 11550 (e), 273.5, 69, 422 and HS related charges. Cavazos is facing several new strikes and currently still incarcerated. This is possibly a life case for Cavazos.

His bail is \$ 1,000,000.00 and his next court date is 12/14/20. The female victim (Devyn Rhiannon James-DOB 04/10/96) had a domestic violence warrant for her arrest and booked into jail. She was Fed kicked and has since absconded. As of this report she has a warrant felony warrant for \$10,000.00



Weapon he used to threaten Devyn James.



2011C-4692 Coachella On November 18, 2020, members of East P.A.C.T responded to 85415 Avenue 52 in the city of Coachella to conduct a probation compliance check. Upon arrival, East P.A.C.T contacted **Eddy Flores** (11/16/75) who was on felony Formal Probation. Flores was found to be in possession of 7.2 grams of methamphetamine, 18 oxycodone pills, a methamphetamine pipe, and was in violation of a served gang injunction order. Flores was booked into RCJ, in Indio.

This is the third time East P.A.C.T. has arrested Flores for a VOP that was narcotics related. His next court date is 12/01/20.



2011D-5465 Desert Hot Springs On 11/20/20, while in the city of Desert Hot Springs Officers and East P.A.C.T contacted **Benjamin Olsen** (06/18/89). His contact was due to an on-going investigation. Olsen was on parole. He was found to be in possession of a home-assembled Glock 43 9mm handgun. He was arrested for 25400(A), 29800(A)(1), 30305(A). He has a prior strike and is not eligible for probation. His bail is \$50,000.00. His next court date is 12/08/20.



2011I-2847 Indio/DHS On 11/19/20, East P.A.C.T. assisted the Indio Police Department Street Crimes Unit and Major Crimes Unit with the execution of a search warrant at 68100 Calle Tienda, Apartment # B, Desert Hot Springs. Note: Max Grajiola, also lives at the location and was currently on PRCS probation. This search warrant is one of several that were served by additional assisting agencies/teams. The subject of the warrant (Shane Grajiola-12/22/92) was located and arrested by IPD detectives for 28900. He was previously arrested for the same charge and arrested for 664/187. He received 13 years for those cases. His bail is \$1,000,000.00. His next court date is 01/21/21.

2011C-6414 Palm Springs On 11/23/20, East P.A.C.T. continued efforts at 315 E. Stevens #2, regarding heavy drug traffic in and out of the apartment. East P.A.C.T. had arrested resident for running a drug house. A compliance check of resident: **Philip Henke** (01/27/53) revealed he was still operating a drug house out of his residence in Palm Springs. Previously, a male had died at Henke's residence from a drug overdose in 2019. Henke plead guilty to a H&S 11366-Maintaining a drug house charge that was filed by East P.A.C.T. During the November compliance check, 6 individuals were contacted in front of the residence stating they were there for Henke and admitted drug usage within the residence. A check of the interior revealed, meth and heroin in plain view. This was the fourth arrest at the location during East P.A.C.T.'s compliance checks there. Henke was taken into custody for a second time for H&S 11366 and PC 1203.2(a).

He in custody with "No Bail." His next court date is 12/11/20.



	December 2020	YTD
<u>PRCS Search</u>	23	230
<u>1170 Mandatory Sup</u>	5	72
<u>Formal Search</u>	6	166

<u>Summary Search</u>	1	11
<u>Juvenile Search</u>	1	38
<u>All other prob. total</u>	9	208
<u>Total Probation Searches</u>	37	520
<u>Parole Search</u>	5	97
<u>Search Warrant</u>	1	38
<u>PRCS Warrant Arrest</u>	5	34
<u>Non-PRCS Warrant</u>	1	60
<u>Felony Arrests</u>	11	188
<u>Misdemeanor Arrests</u>	3	50
<u>Firearms seized</u>	1	39
<u>GTA Recoveries</u>	2	5
<u>Radio Calls</u>	2	10
<u>On-Sights</u>	1	43
<u>Assist investigations</u>	5	68
<u>Assist Patrol</u>	4	62
<u>Total Assists</u>	9	130
<u>AWS Non-Probation</u>	2	4
<u>Surveillance</u>	4	21
<u>Bad address</u>	4	31
<u>AOD (not listed above)</u>	0	18
<u>PRCS Arrests</u>	5	61
<u>Man. Sup. Arrests</u>	0	7
<u>Arrests Other Probation</u>	1	35
<u>Parole Violations</u>	3	47
<u>Other Arrests not on Probation</u>	4	81
<u>Total Searches</u>	42	626
<u>Total Arrests</u>	14	238
<u>Total Probation violations</u>	6	86
<u>PRCS Search</u>	34	175
<u>1170 Mandatory Sup</u>	12	56
<u>Formal Search</u>	42	143
<u>Summary Search</u>	3	8
<u>Juvenile Search</u>	7	29
<u>All other prob. total</u>	52	180
<u>Total Probation Searches</u>	98	411
<u>Parole Search</u>	39	83
<u>Search Warrant</u>	0	27
<u>PRCS Warrant Arrest</u>	7	23
<u>Non-PRCS Warrant</u>	8	50
<u>Felony Arrests</u>	27	147
<u>Misdemeanor Arrests</u>	3	42
<u>Firearms seized</u>	7	27
<u>GTA Recoveries</u>	1	3

<u>Radio Calls</u>	2	5
<u>On-Sights</u>	4	39
<u>Assist investigations</u>	6	49
<u>Assist Patrol</u>	5	50
<u>Total Assists</u>	11	99
<u>AWS Non-Probation</u>	0	2
<u>Surveillance</u>	0	11
<u>Bad address</u>	0	21
<u>AOD (not listed above)</u>	4	17
<u>PRCS Arrests</u>	7	49
<u>Man. Sup. Arrests</u>	1	5
<u>Arrests Other Probation</u>	5	26
<u>Parole Violations</u>	10	38
<u>Other Arrests not on Probation</u>	7	69
<u>Total Searches</u>	137	503
<u>Total Arrests</u>	30	189
<u>Total Probation violations</u>	12	65

P.A.C.T. stats by cities for December 2020:

Palm Springs	6 Searches/Compliance checks; 2 arrests
Cathedral City	4 Searches/Compliance checks; 3 arrests
Indio	9 Searches/Compliance checks; 0 arrests
Desert Hot Springs	6 Searches/Compliance checks; 4 arrests
Coachella	8 Searches/Compliance checks; 0 arrests
Thermal	2 Searches/Compliance checks; 2 arrests
La Quinta	2 Searches/Compliance checks; 1 arrests
Murrieta	4 Searches/Compliance checks; 1 arrests

During the month of December, East P.A.C.T. was in 8 different cities in Riverside County.

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

Significant Events:

1211P-6875 Palm Springs On 12/01/20, East P.A.C.T. responded to 15493 Avenida Monte Flora to conduct follow-up regarding Palm Springs PD case 1211P-6875. Once there, officers contacted **Angela Layton** (3/31/1987) who is on formal probation and she admitted to throwing a gun away in trash can at the Spa Casino. She was arrested for PC 29800(a)(1) and PC 1203.2

Even though she was on probation w/ a \$20,000.00 bail she was fed kicked on 12/15/20 her next court date is 02/16/20.



2012C-1989 Palm Springs On 12/07/20, East-P.A.C.T. was in the City of Palm Springs and conducted a traffic stop on **Jeremy Parke** (8/8/81) who was on active PRCS and was wanted for absconding from Hemet probation and had two felony warrants for his arrest (PC 459). Parke was arrested for his felony warrants for 459 and his vehicle was impounded.

As of this report his next court date is 03/18/20 and has a bail of \$50,000.00.



December 15, 2020/Mecca: Members of East P.A.C.T. assisted the Riverside County Sheriff's Department Special Investigations Bureau with a large-scale marijuana eradication operation in the unincorporated area of Mecca, County of Riverside. During the operation several tons of marijuana were seized from multiple grow houses at the location.



December 16, 2020/Palm Springs, East P.A.C.T. conducted a search warrant execution at 4420 Camino Parocela in the City of Palm Springs. The search warrant was a collaborative effort in order to combat the recent gang violence in the city. Gang indicia for the Barrio San Rafael Gang was seized.



December 17, 2020/Murietta, East P.A.C.T. took part of a GTF hosted probation sweep in the southwest portion of the county. East P.A.C.T. conducted multiple probation checks. East P.A.C.T. members the first “rolling stolen” in the City of Murrieta. This is the third southwest sweep in a row where East P.A.C.T. took home an award-winning arrest.

Nicole Nicholas (DOB 07/15/87) 2012C-4647for 10851 and 496 (d). She also had three warrants for her arrest. She was booked into jail, but immediately cite released. Her court date is unknown.





2012C-6299/Cathedral City: On December 23, 2020, members of East P.A.C.T. responded to 31777 Avenida La Gaviota in the city of Cathedral City to conduct a probation compliance check. While at the residence, East P.A.C.T. contacted David Ochoa, Kelli Flenor, and Natasha Hawkins. Ochoa was found to be in possession of drug paraphernalia and was in violation of his probation terms, Flenor had numerous outstanding felony warrants and was in possession of methamphetamine, and Hawkins had numerous outstanding misdemeanor drug related warrants.



Ochoa, David Remington (DOB 10/05/66) was arrested for 11364(a) HS. Probation refused to violate his PRCS terms. Ochoa was issued a citation for 11364(a) HS and released at the scene. This is the 6th time East P.A.C.T. has arrested Ochoa since 2016. Ochoa was on PRCS due to East P.A.C.T. members arresting him with a firearm.



Flenor, Kelli, Renae (DOB 05/11/82) was arrested for multiple outstanding felony warrants and for 11377(a) HS. Booked at JBDC in Indio on over \$100,000.00 worth of warrants. On 01/06/21 Felnor was fed kicked and her next court date is 03/03/21.



Hawkins, Natasha, Aleena (DOB 07/14/84) was arrested for multiple outstanding misdemeanor drug related warrants. She was issued a citation and released at the scene.



2012C-1546/La Quinta/Indio/Palm Springs/Cathedral City: On December 23, 2020, members of East P.A.C.T responded to 47917 Gertrude Way in the city of La Quinta and contacted parolee Sean Solis. Solis is a sex registrant and was found to be in violation of his parole terms for not registering as a sex offender.



Solis, Sean, Augustine (DOB 12/01/68) was arrested for 290.011(a) PC and 3056 PC. This is the second time East P.A.C.T. arrested Solis in the last year.

2101D-1007/DHS On 12/28/20, East P.A.C.T. assisted DHSPD detectives in a homicide investigation by conducting surveillance at several addresses in the Coachella Valley. The request was to look for Joseph Montanez who is a parolee at large and a

person of interest in a homicide. At this time Montanez has not been charged with PC 187(a) and the investigation is still on going.

2012C-7688/Palm Springs/Indio/Coachella On 12/28/20, East P.A.C.T. was assisting Palm Springs property detectives with locating Jose Munoz. Munoz was on active parole and was a suspect in a recent residential burglary in Palm Springs. Munoz was not checking in with his parole agent and P.A.C.T. was able to issue a PC 3056 for his arrest. Munoz was located at Motel 6 in Palm Springs and was arrested for his parole hold. PSPD detective's interviewed Munoz at the PSPD jail.



2012C-7938/DHS/Palm Springs On 12/29/20, East P.A.C.T. made contact with Tony Cardella, who is presently on PRCS, Formal and Summary probation. He was on a GPS ankle monitor and was possibly with his ex-girlfriend's residence. Cardella is restrained in a served a restraining order. It was determined that Cardella was in violation of the restraining order and stalking the victim even though there was a restraining order in place. He was arrested and booked into county jail. His bail is \$50,000.00. His next court date is 01/14/21.



2012C-8194/Thermal/Coachella: On December 30, 2020, members of East P.A.C.T. were conducting probation compliance checks in the unincorporated area of Thermal, County of Riverside. Members of East P.A.C.T. conducted a traffic enforcement stop on Avenue 51 and Calhoun Street in the unincorporated area of Thermal and contacted Cesar Yescas, who initially provided a false name. Yescas was found to be on active PRCS for felony evading. During a search of Yescas' vehicle, East P.A.C.T. located methamphetamine packaged for sales, drug paraphernalia, and a digital scale.



Yescas, Cesar, Yee (DOB 06/26/88) was arrested for 3454(c) PC, 148.9 PC, 11378 HS, 11379(a) HS, and 11364(a) HS. Yescas was booked at JBDC in Indio.

2012C-8448/Palm Desert/Indio/Coachella: On December 31, 2020, members of East P.A.C.T responded to the area of Highway

111 and Monterey Avenue in the city of Palm Desert and contacted parolee Cesar Veloz. Veloz was found to be in violation of his parole terms.



Veloz, Cesar (DOB 06/07/66) was arrested for 3056 PC and booked at JBDC into Indio jail. His next court date is 01/08/20.



Utilities Department Memorandum

TO: William B. Pattison, Jr., City Manager

FROM: Cástulo R. Estrada, Utilities Manager

DATE: January 20, 2021

SUBJECT: Quarterly Activity Report (Oct 2020 to Dec 2020)

The City of Coachella Utilities Department is submitting the Quarterly Activity report for October through December 2020. The following report summarizes activities and significant achievements for the Coachella Sanitary District and Coachella Water Authority divisions of the Utilities department.

Coachella Water Authority:

The Utilities Department Water Authority Division provides water pumping, treatment, and distribution services to more than 8,058 service connections citywide that include residential, commercial, and industrial users. The City has three (3) Storage Reservoirs of more than 10 million gallons of capacity with six (6) operating wells that provides more than 8,000 acre-feet of annual water production. This division is responsible for a variety of tasks including meter reading, repairs, pumping, production, treatment, main and distribution repairs, water quality complaints, service connections/disconnections, and capital improvements along with other assigned duties.

Coachella Water Authority Production and Distribution Highlights	
<i>Description</i>	<i>Value</i>
Total -Water Production (Oct to Dec) (Million Gallons)	560.24
Chlorine Consumption (Gallons)	2,370
Water Quality complaints	1
Monthly Samples Collected	156
Valves Exercised	32
Valves Repaired/Replaced	0
Underground Service Alerts	25
Hydrants Flushed/Serviced	10
Standby Service Calls	18
Water Service Leaks	15
Main Leaks	1
Customer Service Calls	
Office work orders	363
Non-Reads	6723
Meter Replacements	240
Meter Repairs	12
Turn-Off	N/A

Turn-On	N/A
Delinquency Turn Off	0
State DDW Monthly Report Submitted	Yes
Well Depths Monitored	
Well No. 10 Depth (feet,)	
Well No. 11 Depth (feet,)	-
Well No. 12 Depth (feet,)	-
Well No. 16 Depth (feet,)	-
Well No. 17 Depth (feet,)	-
Well No. 18 Depth (feet, bgs)	-
Well No. 19 Depth (feet, bgs)	-
Annual Production	
2019 Annual (MG)	2221.26
2018 Annual (MG)	2327.23

Coachella Sanitary District:

The Utilities Department, Sanitary Division, provides for all the collection, treatment, and disposal of residential, commercial, and industrial wastewater for the more than 8,000 service connections within the City and more than 400,000 lineal feet of sewer collection system, four (4) sewage pump stations, and over 1,580 manholes.

For the Second Quarter of October, November, & December 2020, almost 252.157 MG of wastewater was received at the wastewater plant or average daily flow of 2.805 MGD. The plant treated a total of 206.912 MG. A total of 334 samples were collected at the plant for monitoring.

Water Reclamation Facility – 87-075 Enterprise Way	
<u>Description</u>	<u>Value</u>
Total Influent per month (MG)	86.052
Influent Ave. Daily Flow (MGD)	2.805
Total Effluent per month (MG)	68.970
Effluent Ave. Daily Flow (MGD)	2.248
Plant Permitted Capacity (MGD)	4.5
Operational Upsets	None
Permit Violations	None
Hypochlorite consumption (Gallon)	13,709
Sodium Bisulfite consumption (Gallon)	5,733
Odor complaints	0
Samples collected this quarter (Plant)-	334
State Report completed/submitted	Yes

Collection System & Pump Stations Highlights	
<u>Description</u>	<u>Value</u>
Underground Service Alert	51
Collection System Cleaning (feet)	29,738
Manhole Inspection/Cleaning	92
Collection System Spills	

Collection System Blockages	0
Stand-By Calls	8
Collection System CCTV Inspection (feet)	None
Samples Collected (Field)	None
Pump Station Alarms	4
Wet Well Cleaning	None
Wet Well Inspections	36

Environmental/Regulatory Division:

The Environmental/Regulatory Division of the Utilities Department is responsible for areas relating directly to water conservation regulations, wastewater, stormwater, and air quality protection. Initial focus is aimed at the National Pollutant Discharge Elimination System (NPDES) Industrial Wastewater Pretreatment program – known as Source Control. This program provides for the auditing and or permitting, monitoring, and enforcement of our local City Ordinance. The following quarterly report will detail activities for the previous quarter. The following list of activities and or tasks assigned:

Coachella Water Tasks

- Turf Program – turf and conservation rebates relaunch complete and programs are online and application accepted
- Processing applications for Prop 1 turf rebate conservation program – bill inserts promoting the conservation program were mailed out in the last 2 billing cycles; 10 applications have been approved for the program and 5 have been dropped off to residents requesting applications- information can be found here: <https://www.conservecoachella.com/conserves-coachella/#programs>
- Added new promotions for program to City's Nextdoor page
- Attended via WebEx, the CVRWMG Business Meeting– discussions included status updates for Coachella Valley IRWM Program; specifically Stormwater Resource Plan and Prop 1 Stormwater Grant
- Continued review of CV Water Counts 2020 campaign; online and print ads for both English and Spanish language outlets;
- Attended DWR Water Loss Monthly Webinar Series #3
- Attended the 2020 Urban Sustainability Symposium – covered current and future water supply
- Finalized outreach for Lead and Copper customers to ensure sampling is complete;
- Attended CVRWMG Business Meeting- discussions included Proposition 1 Round 1 – Grant Award
- Attended via teleconference the Coachella Valley SWRP Implementation meeting to get updates for Plan;

Coachella Sanitary Tasks

- Continuing data entry from survey(s) and site inspections information into Source Control database;
- Review and comments for various RAC from Planning Dept.;
- Review of State Water Board *PFAS Investigative Order*- CSD is listed and has collected quarterly sampling
- Attended Coachella Valley SNMP Development Workplan meeting updates

- Review of Coachella Bar's tenant improvement project of Old Firehouse – pilot project considered Item 10.
- Environmental Compliance has postponed all **onsite** inspection until further notice but will respond to all urgent compliance issues; windshield inspection will be scheduled as needed; onsite sampling also suspended

Public Works Tasks

- Uploaded latest PROJECT 5 CEQA Memos for City of Coachella updates from legal;
- Attended monthly Desert Task MS4 NPDES meetings in Via Zoom meeting – discussions included updates for Trash TMDL
- Finalized draft of Annual NPDES MS4 report
- Reviewed/commented various WQMP for construction projects;
- Attended monthly Coachella Valley Environmental Justice Enforcement Task Force Meetings;
- Updated and forwarded to Fleet the CARB registration for standby generator
- Conducted review of Waste Reduction & Recycling for Pueblo Viejo Villas
- Issued noncompliance letter to Redstone Marble on 86705 Ave 54 for stormwater violation
- Preparing for the Industrial General Permit Qualified Industrial Stormwater Practitioner (QISP) exam

Intern Program:

The Utilities Department Intern Program was established on December 2012. The program assigns responsibility to provide expertise and guidance to the incumbent and technical assistance to the various divisions within the Department and the public. Incumbent is assigned tasks accordingly to promote career growth and is under the general supervision of the Utilities Manager.

- Program is currently suspended



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., City Engineer

SUBJECT: Authorization to file a Notice of Completion for City Project ST-119, 2020 Pavement Improvement Project.

STAFF RECOMMENDATION:

Accept the City Project ST-119 2020 Pavement Improvement Project as complete and direct the City Clerk to file a Notice of Completion attached hereto with the County of Riverside.

BACKGROUND:

On April 22, 2020 the City of Coachella approved Resolution 2020-21, adopting a list of road rehabilitation projects to be funded by SB1 (Gas Tax) and a Maintenance of Effort (MOE), adopting a list of road rehabilitation projects to be funded by Measure A. This resolution and MOE allocated up \$1.84 million for the SB1 Road Repair (ST-115), La Ponderosa (ST-119) and Phase II Pavement Rehab Projects (ST-120).

City Staff has, in order to maximize funds and be as efficient as possible, combined the three projects into one pavement improvement project (ST-119, 2020 Pavement Improvement Project). The 2020 Pavement Improvement Project improved local streets within the Peacock Palms, Casas Del Parque, La Ponderosa neighborhoods and various streets along Avenue 52. A contract with Match Corporation was executed for a sum of \$1,167,000 plus an additional 10% in contingencies. In addition, City Council approved Contract Amendment #1 for a sum of \$588,756 which added Avenue 42 to the above project and expanded upon the streets included in the above neighborhoods.

DISCUSSION/ANALYSIS:

City Staff has inspected the Project and found the improvements to be in accordance with the plans, specifications, and applicable standards. Staff recommends the acceptance of this project and that the City Council authorizes the filing of a Notice of Completion. Upon acceptance by City Council, the Project will enter a one-year warranty period as prescribed by the project contract agreement.

FISCAL IMPACT:

There is no fiscal impact to the General Fund. The Construction was executed using allocated SB1, Measure A and Road Maintenance Funds with an original contract amount \$1,167,000 plus \$54,359 in contingency work (4.7%) and Contract Amendment #1 in the amount \$588,756. The project was completed within budget including all quantities totaling \$1,810,115.

To be recorded with County Recorder within 10 days after completion and Acceptance. No recording fee.

When Recorded, return to:

Andrea Carranza, Deputy City Clerk
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

(For Recorders Use)

Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as 2020 Pavement Improvement Project, City Project ST-119 has been completed and was accepted by the undersigned awarding authority on the date hereof. Pedestrian improvements are located within City right-of-way on various areas located within the City of Coachella.

The contractor on such work was Matich Corporation and the surety on his bond is Liberty Mutual Insurance Company located at 790 The City Drive South, Suite 200, Orange, CA 92868.

The real property upon which said work was performed is in the City of Coachella, County of Riverside, and State of California.

The nature of the interest of the owner is in fee.

Date: November 9, 2020
(Date of Acceptance)

City of Coachella
(Name of Political Subdivision)

Owner Address:
53990 Enterprise Way
Coachella, CA 92236

By: _____
Steven A. Hernandez

Title: Mayor

State of California)
) ss

County of Riverside)

I hereby certify that I am the Deputy City Clerk of the governing board of the City of Coachella, the political subdivision which executed the foregoing notice and on whose behalf I make this verification; that I have read said notice, know its contents, and that the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Coachella, California on _____ (Date)
(City Where Signed)

Andrea Carranza, Deputy City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve execution of Notice of Completion for City Facilities Re-Roof Project No 091520; accept project as complete and direct City Clerk to record the Notice of Completion.

STAFF RECOMMENDATION:

Approve execution of Notice of Completion for City Facilities Re-Roof Project No 091520; accept project as complete and direct City Clerk to record the Notice of Completion.

EXECUTIVE SUMMARY:

On October 14, 2020, City Council awarded a construction agreement to Foam Experts Roofing Inc. This project scope included application of a spray polyurethane foam onto the roof surface of the following city facilities: Civic Center, Coachella Corporate Yard and Bagdouma Community Center. A Notice to Proceed was issued to the contractor on November 3, 2020. Foam Experts Roofing, Inc. completed the contract as of December 14, 2020.

City Building Inspector completed inspection of all three city facilities and found the work completed was in accordance with the contract specifications and building code standards. Foam Experts Roofing Inc. has completed its responsibilities on the project and staff recommends that their work be accepted as complete and that the City Council authorize the filing of a Notice of Completion. The project as awarded will also provide a five year warranty for the improvements completed.

FISCAL IMPACT:

The original contract amount for the project was \$149,729, plus a 15% contingency of \$22,459.35; in total, the awarded contract was not to exceed \$172,188.35. The project was completed within the contract amount and did not require use of contingency; the final contract amount is \$149,729.

Attachment:

Notice of Completion

To be recorded with County Recorder within 10 days after completion and Acceptance. No recording fee.

When Recorded, return to:

Andrea Carranza, Deputy City Clerk
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

(For Recorders Use)

Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as City Facilities Re-Roof Project No. 091520 has been completed and was accepted by the undersigned awarding authority on the date hereof. Roofing improvements were completed at the following city buildings: Civic Center, Corporate Yard, Bagdouma Community Center.

The contractor on such work was Foam Experts Roofing Inc. and the surety on his bond is Merchants Bonding located at 720 Fleur Drive, Des Monies IA 50321.

The real property upon which said work was performed is in the City of Coachella, County of Riverside, and State of California.

The nature of the interest of the owner is in fee.

Date: December 14, 2020
(Date of Acceptance)

City of Coachella
(Name of Political Subdivision)

Owner Address:
53990 Enterprise Way
Coachella, CA 92236

By: _____
Steven A. Hernandez

Title: Mayor

State of California)
) ss

County of Riverside)

I hereby certify that I am the Deputy City Clerk of the governing board of the City of Coachella, the political subdivision which executed the foregoing notice and on whose behalf I make this verification; that I have read said notice, know its contents, and that the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Coachella, California on _____ (Date)
(City Where Signed)

Andrea Carranza, Deputy City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members
FROM: Maritza Martinez, Public Works Director
SUBJECT: Authorize rejection of bids for On-Call HVAC Services Project No. 110220.

STAFF RECOMMENDATION:

Authorize rejection of bids for On-Call HVAC Services Project No. 110220.

EXECUTIVE SUMMARY:

On November 3, 2020, a formal bid was published for On-Call HVAC Services Project 110220. These services were bid to allow for heating, ventilation, and air conditioning (HVAC) repairs and replacements to be completed more fluidly when city building HVAC units failed. The bid process closed on December 1, 2020 and one response was received from F.M. Thomas Air Conditioning Inc., located in Brea, California.

The bid response rates provided were \$140 .00 per hour plus travel time; these rates are more than double the rates staff has received in informal bids processes completed. Staff is recommending the project be re-bid and City Council approve rejection of the bid received for On –Call HVAC Services Project No. 110220.

FISCAL IMPACT:

The recommended action would not have a negative impact on the current FY 2020/2021 budget.



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award maintenance agreement to BRC Construction for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 121720.

STAFF RECOMMENDATION:

Award maintenance agreement to BRC Construction for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 121720.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 121720. This RFP closed on January 13, 2021 and the City received one response. This project was previous published and bid in October/November 2020 and no responses were received.

The RFP was published to obtain a general contractor that can complete minor jobs as needed throughout the LLMDs; examples of work assignments include: cleanup of disposed items, sign repair, playground equipment repair/replacement. Staff has reviewed the response received from BRC Construction and recommends approval of a maintenance agreement. The agreement as identified in the RFP will have a term commencing February 1, 2021 – June 30, 2022 and not exceed \$75,000.

FISCAL IMPACT:

The recommended action will not have a negative impact on the budget. The award amount is allocated in the Fiscal Year 2020/2021 LLMD Budget.

Attachment:

Proposed Agreement

As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts

CITY OF COACHELLA MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 27th day of January, 2021 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 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as “City”) and BRC Construction with its principal place of business at P.O. Box 491, Palm Desert, CA 92261 (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 maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Miscellaneous Repair Maintenance 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 As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project (“Project”) as set forth in this Agreement.

2.3 License Requirements.

The Contractor must obtain a City of Coachella Business License and show proof that it possesses at a minimum an active State Contractor License as required by the State of California in conformance with performing the duties under this contract.

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 Miscellaneous Repair Maintenance 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, 2021 to June 30, 2022, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. 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.

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 the 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 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 Branden Rickard or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. 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, consultants 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 subcontractors 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 specified in Exhibit "D", attached hereto and incorporated herein by this reference, 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 **One Hundred Dollars (\$100.00) 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.

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. 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 directors, 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 directors, 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 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 Contractor or for which the Contractor 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 Contractor'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 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 directors, 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 directors, 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 directors, 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 self-insured retentions as respects the City, its directors, 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. 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.

3.2.10 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 compensation shall not exceed **Seventy Five Thousand Dollars and Zero Cents (\$75,000.00)**. 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.

3.4 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.

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:

BRC CONSTRUCTION

Address: PO Box 491
Palm Desert, CA 92261
Attn: Branden Rickard

CITY:

City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez

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, 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.

CITY OF COACHELLA

BRC CONSTRUCTION

By: _____
William B. Pattison Jr.,
City Manager

By: _____
Branden Rickard
Owner

Attest:

Andrea Carranza, Deputy City Clerk

Carlos Campos, City Attorney

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

- Maintenance and repair Landscape Lighting and Maintenance District properties and improvements in those areas.

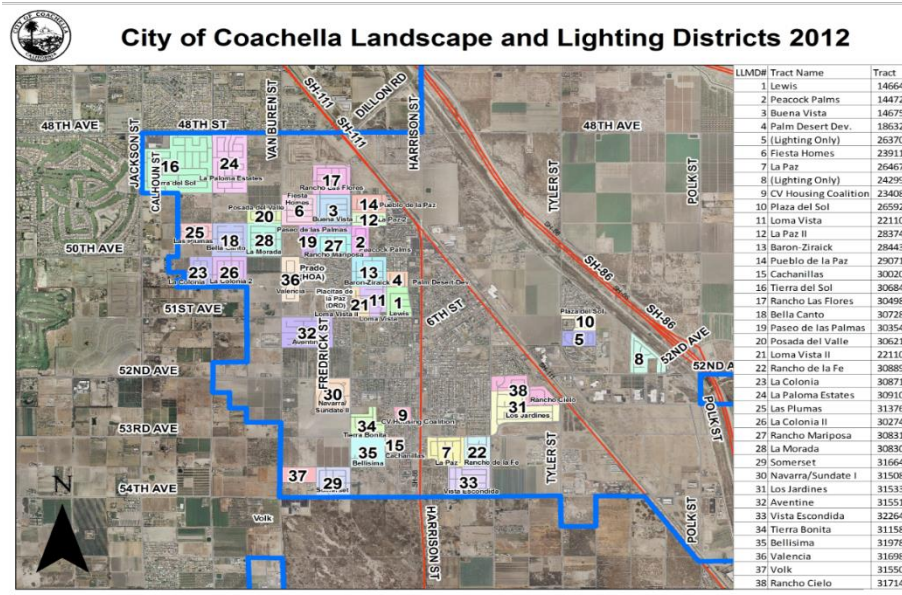


EXHIBIT "B"

SCHEDULE OF MAINTENANCE SERVICES

1. Services for this maintenance agreement are as needed. Response times based on urgency of repair are as follows:
 - a. Emergency Repair: 30 minutes – 2 hours
 - b. Non-Emergency Repair: 1-4 days

EXHIBIT "C"
COMPENSATION

LICENSED CONTRACTOR HOURLY COST -	\$150.00 PER HOUR
APPRENTICE/HELPER HOURLY COST -	\$75.00 PER HOUR
TRAVEL TIME FLAT RATE -	\$100 PER TRIP
MATERIAL COST -	10% MARKUP



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award maintenance agreement to BRC Construction for As Needed Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts Project No. 121620.

STAFF RECOMMENDATION:

Award maintenance agreement to BRC Construction for As Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts Project No. 121620.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 121720. This RFP closed on January 13, 2021 and the City received one response. This project was previous published and bid in October/November 2020 and no responses were received.

The RFP was published to obtain a general contractor that can complete fence and masonry wall repairs throughout the LLMDs; these repairs are required from time to time due to traffic collisions that affect these improvements, vandalism or age of improvement. Staff has reviewed the response received from BRC Construction and recommends approval of a maintenance agreement. The agreement as identified in the RFP will have a term commencing February 1, 2021 – June 30, 2022 and not exceed \$75,000.

FISCAL IMPACT:

The recommended action will not have a negative impact on the budget. The award amount is allocated in the Fiscal Year 2020/2021 LLMD Budget.

Attachment:

Proposed Agreement

As Needed Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts

CITY OF COACHELLA MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 27th day of January, 2021 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 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as “City”) and BRC Construction with its principal place of business at P.O. Box 491, Palm Desert, CA 92261 (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 maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Block Wall and Wrought Iron Fencing Repair Maintenance 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 As Needed Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts Project No 121620 (“Project”) as set forth in this Agreement.

2.3 License Requirements.

The Contractor must obtain a City of Coachella Business License and show proof that it possesses at a minimum an active State Contractor License as required by the State of California in conformance with performing the duties under this contract.

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 Block Wall and Wrought Iron Fence Repair Maintenance 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, 2021 to June 30, 2022, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. 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.

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 the 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 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 Branden Rickard or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. 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, consultants 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 subcontractors 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 specified in Exhibit "D", attached hereto and incorporated herein by this reference, 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 **One Hundred Dollars (\$100.00) 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.

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. 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 directors, 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 directors, 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 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 Contractor or for which the Contractor 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 Contractor'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 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 directors, 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 directors, 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 directors, 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 self-insured retentions as respects the City, its directors, 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. 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.

3.2.10 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 compensation shall not exceed **Seventy Five Thousand Dollars and Zero Cents (\$75,000.00)**. 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.

3.4 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.

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:

BRC CONSTRUCTION

Address: PO Box 491
Palm Desert, CA 92261
Attn: Branden Rickard

CITY:

City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez

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, 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.

CITY OF COACHELLA

BRC CONSTRUCTION

By: _____
William B. Pattison Jr.,
City Manager

By: _____
Branden Rickard
Owner

Attest:

Andrea Carranza, Deputy City Clerk

Carlos Campos, City Attorney

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

- Maintenance and repair Landscape Lighting and Maintenance District properties and improvements in those areas.

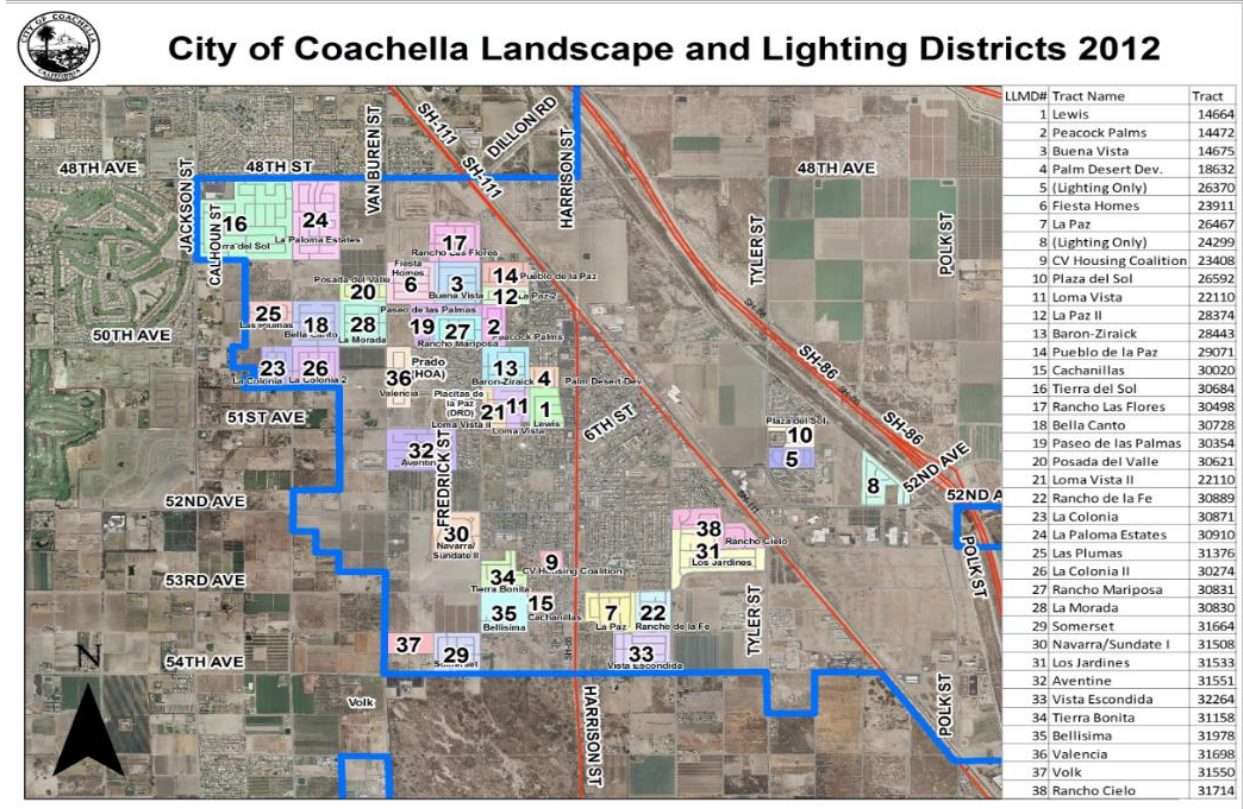


EXHIBIT "B"

SCHEDULE OF MAINTENANCE SERVICES

1. Services for this maintenance agreement are as needed. Response times based on urgency of repair are as follows:
 - a. Emergency Repair: 30 minutes – 2 hours
 - b. Non-Emergency Repair: 1-4 days

EXHIBIT "C"
COMPENSATION

LICENSED CONTRACTOR HOURLY COST -	\$150.00 PER HOUR
APPRENTICE/HELPER HOURLY COST -	\$75.00 PER HOUR
TRAVEL TIME FLAT RATE -	\$100 PER TRIP
MATERIAL COST -	10% MARKUP



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Investment Report – November 2020

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for November of 2020

EXECUTIVE SUMMARY:

On May 13, 2020, 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 fiscal agents are based on amounts reported by the fiscal agent on their investment statements. The purchase date and type of investment are not included for funds held by fiscal agents.

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 month ended November 2020. In addition, this report includes detailed information and current activity on individual investments.

All City investments are in compliance with the guidelines established for Authorized Investments as specified in the Investment Policy, Section 8.

There was no unusual investment activity to report.

The City and Districts have sufficient moneys to meet their expenditure requirements for the next six months.

FISCAL IMPACT:

None, this report is receive and file only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of November 30, 2020
 Fiscal Year 2020-2021

Item 16.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2020	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 11/30/2020	
CASH ON HAND								
Wells Fargo-General Checking	0.00%	7,457,074.17	429,944.75	-	-	-	7,887,018.92	①
Wells Fargo-Road Maintenance SB1	0.00%	1,336,287.22	75,518.51	-	-	-	1,411,805.73	②
Mechanics Bank - Payroll Acct	0.00%	7,949.25	150.87	-	-	-	8,100.12	③
Mechanics Bank - AG Summit Acct	0.00%	13,562.96	-	-	-	-	13,562.96	④
Mechanics Bank - Special Gas Tax Acct	0.00%	383,423.65	(6.89)	-	-	-	383,416.76	⑤
Petty Cash	N/A	3,500.00	-	-	-	-	3,500.00	⑥
Total Cash on Hand		9,201,797.25	505,607.24	-	-	-	9,707,404.49	
INVESTMENTS								
State of California - LAIF	0.58%	4,778,257.66	-	-	-	-	4,778,257.66	⑦
Investment Management Acct	1.70%	20,555,250.08	-	(43,818.41)	-	-	20,511,431.67	⑧
Savings Account	0.00%	5,080.09	-	-	-	-	5,080.09	⑨
County of Riverside-Investment Pool	0.48%	165,463.74	-	-	-	-	165,463.74	⑫
Total Investments		25,504,051.57	-	(43,818.41)	-	-	25,460,233.16	
CASH WITH FISCAL AGENT								
Union Bank of California	varies	25,485.98	166,065.27	(0.69)	-	-	191,550.56	⑩
Wells Fargo Bank, N.A.	6.2%	2.32	90,699.88	0.12	-	-	90,702.32	⑪
Total Cash with Fiscal Agent		25,488.30	256,765.15	(0.57)	-	-	282,252.88	⑬
Grand Total		34,731,337.12	762,372.39	(43,818.98)	-	-	35,449,890.53	

Completed By: Ruben Ramirez

Reviewed By: Nathan Statham-Finance Director

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of November 30, 2020
 Fiscal Year 2020-2021

Item 16.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2020	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 11/30/2020
INVESTMENTS							
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)							
Successor Agency (#004) 65-33-004	0.58%	2,489.66	-	-	-	-	2,489.66
City General Account (#171) 98-33-171	0.58%	2,884,453.83	-	-	-	-	2,884,453.83
Coachella Sanitary District 70-33-001	0.58%	1,891,189.73	-	-	-	-	1,891,189.73
Redevelopment Bonds 11-33-001	0.58%	124.44	-	-	-	-	124.44
TOTAL LAIF ACCOUNTS		4,778,257.66	-	-	-	-	4,778,257.66 ⑦
INVESTMENT MANAGEMENT ACC							
PFM Funds	1.70%	20,555,250.08	-	(43,818.41)	-	-	20,511,431.67
TOTAL INVESTMENT MANAGEMENT ACCT		20,555,250.08	-	(43,818.41)	-	-	20,511,431.67 ⑧
SAVINGS ACCOUNT							
Police Evidence Acct - Wells Fargo	0.0%	5,080.09	-	-	-	-	5,080.09
TOTAL SAVINGS ACCOUNT		5,080.09	-	-	-	-	5,080.09 ⑨
COUNTY INVESTMENT POOL							
County Of Riverside - Fire	0.48%	165,456.24	-	-	-	-	165,456.24
County Of Riverside - Sanitary	0.48%	7.50	-	-	-	-	7.50
TOTAL COUNTY INVESTMENT POOL		165,463.74	-	-	-	-	165,463.74 ⑫
TOTAL INVESTMENTS		25,504,051.57	-	(43,818.41)	-	-	25,460,233.16

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

Item 16.

As of November 30, 2020

Fiscal Year 2020-2021

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2020	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 11/30/2020
CASH WITH FISCAL AGENT							
UNION BANK OF CALIFORNIA							
COACHELLA WATER AUTHORITY							
<u>CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES</u>							
A/C #: 6712016201 Bond Fund	0.03%	31.72	-	0.45	-	-	32.17
A/C #: 6712016202 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712016203 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712016204 Reserve Fund	0.00%	1.00	-	-	-	-	1.00
COACHELLA FINANCING AUTHORITY							
<u>Successor Agency to the Coachella Redevelopments Agency 2014 Series</u>							
A/C #: 6712104701 Debt Service Fund	0.00%	3.75	-	-	-	-	3.75
A/C #: 6712104702 Interest Account	0.00%	1.76	-	(1.76)	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	1.00	-	-	-	-	1.00
COACHELLA SANITARY DISTRICT							
<u>WASTEWATER SERIES 2015A</u>							
A/C #: 6712148601 Bond Fund	0.00%	1.21	-	-	-	-	1.21
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	1.00	-	-	-	-	1.00
A/C #: 6712148605 Redemption Fund	0.00%	-	-	-	-	-	-
<u>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</u>							
A/C #: 6711963500 Project Fund 2011	0.03%	25,265.52	-	0.62	-	-	25,266.14

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

Item 16.

As of November 30, 2020

Fiscal Year 2020-2021

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2020	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 11/30/2020
COACHELLA SUCCESSOR AGENCY							
<u>MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013</u>							
A/C #: 6712071401 Interest Account	0.00%	3.40	-	-	-	-	3.40
A/C #: 6712071402 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.00%	1.00	-	-	-	-	1.00
<u>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B</u>							
A/C #: 6712160601 Debt Service	0.00%	10.85	-	-	-	-	10.85
A/C #: 6712160602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712160604 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712160604 Reserve Account	0.00%	1.00	-	-	-	-	1.00
<u>COACHELLA LEASE BONDS 2016</u>							
A/C #: 6712179801 Interest Account	0.04%	1.36	166,065.27	-	-	-	166,066.63
A/C #: 6712179802 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712179803 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.00%	1.00	-	-	-	-	1.00
A/C #: 6712179805 Project Fund	0.04%	160.41	-	-	-	-	160.41
TOTAL UNION BANK OF CALIFORNIA		25,485.98	166,065.27	(0.69)	-	-	191,550.56
WELLS FARGO BANK, N.A.							
<u>GAS TAX BONDS SERIES 2019</u>							
A/C #: 83925300 Debt Service Fund	6.20%	1.94		0.12	-	-	2.06
A/C #: 83925301 Interest Account	0.00%	0.12	90,699.88	-	-	-	90,700.00
A/C #: 83925302 Principal Account	0.00%	0.26	-	-	-	-	0.26
A/C #: 83925304 Reserve Fund	0.00%	-	-	-	-	-	-
A/C #: 83925305 Cost of Issuance Fund	0.00%	-	-	-	-	-	-
A/C #: 83972700 Escrow Account	0.00%	-	-	-	-	-	-
A/C #: 83972700 Other Escrow Fund	0.00%	-	-	-	-	-	-

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

Item 16.

As of November 30, 2020

Fiscal Year 2020-2021

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2020	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 11/30/2020	
TOTAL WELLS FARGO BANK, N.A.		2.32	90,699.88	0.12	-	-	90,702.32	⑪
TOTAL CASH WITH FISCAL AGENT		25,488.30	256,765.15	(0.57)	-	-	282,252.88	⑬

Managed Account Detail of Securities Held

For the Month Ending **November 30, 2020**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES	DTD 02/01/2016 1.750% 01/31/2023	912828P38	25,000.00	AA+	Aaa	10/02/18	10/04/18	23,806.64	2.93	146.23	24,402.56	25,859.38
US TREASURY NOTES	DTD 02/29/2016 1.500% 02/28/2023	912828P79	520,000.00	AA+	Aaa	07/02/18	07/05/18	491,968.75	2.74	1,982.32	506,487.58	535,518.78
US TREASURY NOTES	DTD 03/31/2016 1.500% 03/31/2023	912828Q29	185,000.00	AA+	Aaa	02/08/19	02/12/19	178,185.35	2.44	472.66	181,158.85	190,723.44
US TREASURY NOTES	DTD 08/01/2016 1.250% 07/31/2023	912828S92	140,000.00	AA+	Aaa	04/02/19	04/04/19	134,071.88	2.28	584.92	136,350.77	143,981.25
US TREASURY NOTES	DTD 11/15/2013 2.750% 11/15/2023	912828WE6	355,000.00	AA+	Aaa	03/06/19	03/08/19	358,591.60	2.52	431.49	357,262.31	381,791.42
US TREASURY NOTES	DTD 11/30/2016 2.125% 11/30/2023	912828U57	460,000.00	AA+	Aaa	01/07/19	01/09/19	451,770.31	2.52	26.85	454,958.97	486,593.75
US TREASURY N/B	DTD 12/31/2018 2.625% 12/31/2023	912828U00	70,000.00	AA+	Aaa	01/30/19	01/31/19	70,207.81	2.56	768.95	70,130.24	75,217.18
US TREASURY N/B NOTES	DTD 05/01/2017 2.000% 04/30/2024	912828X70	655,000.00	AA+	Aaa	06/03/19	06/05/19	657,967.97	1.90	1,121.82	657,064.82	694,504.69
US TREASURY N/B	DTD 07/31/2017 2.125% 07/31/2024	912828N9	125,000.00	AA+	Aaa	08/01/19	08/05/19	126,933.59	1.80	887.82	126,419.95	133,574.23
US TREASURY N/B NOTES	DTD 08/31/2017 1.875% 08/31/2024	912828U3	450,000.00	AA+	Aaa	09/03/19	09/05/19	461,724.61	1.33	2,144.34	458,809.55	477,140.63
US TREASURY NOTES	DTD 10/02/2017 2.125% 09/30/2024	912828Y5	295,000.00	AA+	Aaa	10/01/19	10/03/19	303,815.43	1.50	1,067.75	301,761.40	315,926.56
US TREASURY N/B	DTD 11/30/2017 2.125% 11/30/2024	9128283J7	425,000.00	AA+	Aaa	01/03/20	01/07/20	434,844.73	1.63	24.81	433,034.27	456,210.94
US TREASURY N/B	DTD 11/30/2017 2.125% 11/30/2024	9128283J7	580,000.00	AA+	Aaa	12/02/19	12/04/19	591,917.19	1.69	33.86	589,544.21	622,593.75
US TREASURY N/B	DTD 02/17/2015 2.000% 02/15/2025	912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	763.04	136,122.39	139,242.19

Managed Account Detail of Securities Held

For the Month Ending November 30, 2020

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		4,415,000.00					4,423,011.72	1.99	10,456.86	4,433,507.87	4,678,878.19

Supra-National Agency Bond / Note

INTER-AMERICAN DEVELOPMENT BANK NOTE DTD 04/19/2018 2.625% 04/19/2021	4581X0DB1	225,000.00	AAA	Aaa	04/12/18	04/19/18	224,505.00	2.70	689.06	224,937.22	227,059.88
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021	459058GH0	270,000.00	AAA	Aaa	07/18/18	07/25/18	269,368.20	2.83	2,640.00	269,864.86	274,418.55
INTL BK RECON & DEVELOP CORPORATE NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Aaa	11/17/20	11/24/20	149,677.50	0.32	7.29	149,679.56	149,992.65

Security Type Sub-Total		645,000.00					643,550.70	2.21	3,336.35	644,481.64	651,471.08
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Municipal Bond / Note

CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	760.00	192,733.77	201,597.60
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	94.17	200,000.00	200,860.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	33.96	135,000.00	135,427.95
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	104.83	40,270.51	40,806.00
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	288.30	110,000.00	112,216.50
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	36.07	80,000.00	81,109.60

Security Type Sub-Total		755,000.00					759,084.70	1.06	1,317.33	758,004.28	772,017.65
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Federal Agency Collateralized Mortgage Obligation

Managed Account Detail of Securities Held

For the Month Ending November 30, 2020

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	47,208.35	AA+	Aaa	04/11/18	04/30/18	48,147.37	2.93	140.05	47,419.24	47,313.74
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	170,000.00	AA+	Aaa	05/16/19	05/21/19	171,062.50	2.54	395.39	170,440.12	172,473.24
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	100,000.00	AA+	Aaa	04/02/19	04/05/19	100,250.00	2.63	226.33	100,118.60	102,012.53
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	100,000.00	AA+	Aaa	04/04/18	04/09/18	100,851.56	2.88	257.50	100,328.73	102,900.12
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	100,000.00	AA+	Aaa	09/04/19	09/09/19	101,476.56	1.78	192.25	100,849.34	102,209.26
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	128,882.32	AA+	Aaa	12/13/19	12/18/19	135,145.20	2.14	359.37	133,721.26	139,561.60
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	AA+	Aaa	03/19/20	03/25/20	115,448.44	1.95	280.68	114,649.63	120,017.24
Security Type Sub-Total		756,090.67					772,381.63	2.36	1,851.57	767,526.92	786,487.73
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	200,000.00	AA+	Aaa	01/09/19	01/11/19	199,856.00	2.65	2,041.67	199,946.66	205,492.60
FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	465,000.00	AA+	Aaa	06/27/17	06/29/17	464,930.25	1.88	1,356.25	464,980.37	475,715.00
FREDDIE MAC NOTES (CALLABLE) DTD 08/06/2020 0.300% 02/06/2023	3134GWLD6	465,000.00	AA+	Aaa	08/03/20	08/06/20	465,000.00	0.30	445.63	465,000.00	465,221.34
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	305,000.00	AA+	Aaa	05/20/20	05/22/20	304,081.95	0.35	19.06	304,243.76	305,363.87
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	500,000.00	AA+	Aaa	01/07/19	01/09/19	503,510.00	2.58	6,187.50	502,012.52	532,259.50
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	275,000.00	AA+	Aaa	06/24/20	06/26/20	274,197.00	0.35	296.01	274,312.87	275,270.05

Managed Account Detail of Securities Held

For the Month Ending November 30, 2020

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	390,000.00	AA+	Aaa	07/08/20	07/10/20	389,161.50	0.32	381.88	389,271.77	390,287.43
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	185,000.00	AA+	Aaa	08/19/20	08/21/20	184,811.30	0.28	128.47	184,828.83	185,142.64
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	330,000.00	AA+	Aaa	12/03/18	12/06/18	329,333.40	2.92	2,081.98	329,611.37	354,162.27
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	250,000.00	AA+	Aaa	10/07/20	10/09/20	249,575.00	0.31	121.53	249,595.91	249,727.75
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	3,081.56	193,482.64	207,779.06
FANNIE MAE NOTES DTD 10/18/2019 1.625% 10/15/2024	3135G0W66	250,000.00	AA+	Aaa	10/22/19	10/23/19	249,122.50	1.70	519.10	249,317.88	262,589.25
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	130.56	199,132.54	200,904.20
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	176.04	259,529.29	262,594.80
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	243.75	361,658.05	363,592.80
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	12.50	199,457.88	200,399.20
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	393.75	175,184.87	175,507.15
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	506.25	226,020.20	225,652.05
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	686.25	304,425.76	305,883.89
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	246.67	184,144.87	184,486.26

Managed Account Detail of Securities Held

For the Month Ending November 30, 2020

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	190.94	194,135.43	194,265.44
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	411.25	417,779.21	418,417.86
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	195.94	284,173.66	283,773.93
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	48.82	184,344.61	185,581.46
Security Type Sub-Total		6,800,000.00					6,798,893.44	1.02	19,903.36	6,796,590.95	6,910,069.80
Corporate Note											
BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 02/19/2016 2.500% 04/15/2021	06406FAA1	200,000.00	A	A1	09/05/17	09/07/17	203,460.00	2.00	638.89	200,280.03	201,498.60
BANK OF AMERICA CORP NOTE DTD 04/19/2016 2.625% 04/19/2021	06051GFW4	30,000.00	A-	A2	11/01/17	11/03/17	30,224.70	2.40	91.88	30,024.73	30,261.81
GOLDMAN SACHS GROUP CORP NOTES DTD 07/27/2011 5.250% 07/27/2021	38141GGO1	160,000.00	BBB+	A3	11/03/17	11/07/17	175,342.40	2.53	2,893.33	162,688.87	164,999.04
CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	180,000.00	BBB+	A3	11/20/17	11/22/17	181,229.40	2.72	2,508.50	180,290.57	184,282.38
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022	459200JO5	400,000.00	A	A2	02/01/17	02/03/17	400,840.00	2.45	3,444.44	400,194.88	410,393.20
APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022	037833CM0	440,000.00	AA+	Aa1	01/07/19	01/09/19	433,470.40	3.01	3,422.22	437,479.70	450,732.48
BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1	185,000.00	A-	A3	04/03/18	04/05/18	181,564.55	3.25	847.92	183,854.06	190,526.51
UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022	911312AQ9	275,000.00	A-	A2	03/01/18	03/05/18	268,545.75	3.00	1,122.92	272,415.98	285,783.85

Managed Account Detail of Securities Held

For the Month Ending November 30, 2020

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A	A2	01/22/20	02/03/20	99,863.00	1.75	566.67	99,900.82	103,133.70
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A2	04/02/19	04/04/19	263,146.00	2.69	1,619.22	262,071.97	279,632.34
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	4,075.50	367,078.51	389,105.64
JPMORGAN CHASE & CO CORPORATE NOTES DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00	A-	A2	09/09/20	09/16/20	115,000.00	0.65	156.45	115,000.00	115,126.16
BANK OF AMERICA CORP CORPORATE NOTES DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	A-	A2	10/16/20	10/21/20	150,000.00	0.81	135.01	150,000.00	150,180.15
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	324.00	60,521.94	62,637.96
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	486.00	90,782.90	93,956.94
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	1,534.41	304,234.78	308,954.98
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 07/15/2020 3.875% 08/15/2025	110122DC9	135,000.00	A+	A2	10/01/20	10/05/20	154,132.20	0.89	1,540.31	153,484.23	154,746.59
Security Type Sub-Total		3,435,000.00					3,485,024.45	2.21	25,407.67	3,470,303.97	3,575,952.33
Certificate of Deposit											
MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021	55379WZT6	185,000.00	A-1	P-1	02/27/19	02/28/19	185,000.00	2.94	4,258.24	185,000.00	186,232.84
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	250,000.00	A-1	P-1	04/03/19	04/04/19	250,000.00	2.83	4,697.01	250,000.00	252,198.00

Managed Account Detail of Securities Held

For the Month Ending November 30, 2020

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
CREDIT SUISSE NEW YORK CERT DEPOS DTD 08/07/2020 0.520% 02/01/2022	22549L6F7	155,000.00	A+	A1	08/05/20	08/07/20	155,000.00	0.52	259.71	155,000.00	155,189.57
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	190,000.00	A	A1	02/14/20	02/19/20	190,000.00	1.80	1,016.50	190,000.00	192,202.10
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	155,000.00	A	A1	07/10/20	07/14/20	155,000.00	0.70	421.94	155,000.00	155,328.60
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	280,000.00	AA-	Aa3	08/27/19	08/29/19	280,000.00	1.84	1,395.72	280,000.00	287,487.48
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	295,000.00	A+	Aa2	08/29/19	09/03/19	295,000.00	1.85	1,478.44	295,000.00	302,939.63
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	145,000.00	AA-	Aa2	12/05/19	12/06/19	145,000.00	2.03	1,495.43	145,000.00	149,981.91
Security Type Sub-Total		1,655,000.00					1,655,000.00	1.90	15,022.99	1,655,000.00	1,681,560.13
Asset-Backed Security											
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	100,000.00	AAA	NR	02/19/19	02/27/19	99,997.32	2.83	102.19	99,998.48	101,742.56
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	80,000.00	AAA	NR	04/03/19	04/10/19	79,989.47	2.66	94.58	79,993.61	81,322.93
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	100,000.00	NR	Aaa	05/21/19	05/29/19	99,996.27	2.52	70.00	99,997.66	102,026.55
TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	147,409.36	AAA	Aaa	02/05/19	02/13/19	147,382.50	2.91	190.65	147,393.44	150,115.65
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	58,207.96	NR	Aaa	02/05/19	02/13/19	58,200.93	2.91	75.28	58,203.69	59,230.91
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	119,738.60	NR	Aaa	02/05/19	02/13/19	119,720.46	2.90	154.33	119,727.45	121,933.44

Managed Account Detail of Securities Held

For the Month Ending November 30, 2020

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	100,000.00	AAA	Aaa	05/21/19	05/30/19	99,979.74	2.51	111.56	99,986.59	101,830.67
NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	105,000.00	NR	Aaa	05/21/19	05/28/19	104,976.26	2.51	116.67	104,984.30	107,121.05
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	105,000.00	NR	Aaa	02/19/20	02/26/20	104,979.42	1.61	46.96	104,983.20	107,158.30
TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	140,000.00	AAA	Aaa	02/04/20	02/12/20	139,989.89	1.66	103.29	139,991.80	142,902.69
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	AAA	NR	01/14/20	01/22/20	99,980.38	1.89	84.00	99,983.82	102,415.17
Security Type Sub-Total		1,155,355.92					1,155,192.64	2.42	1,149.51	1,155,244.04	1,177,799.92
Managed Account Sub-Total		19,616,446.59					19,692,139.28	1.70	78,445.64	19,680,659.67	20,234,236.83
Money Market Mutual Fund											
PFM Funds - Govt Select, Instl Cl		277,194.84	AAAm	NR			277,194.84		0.00	277,194.84	277,194.84
Money Market Sub-Total		277,194.84					277,194.84		0.00	277,194.84	277,194.84
Securities Sub-Total		\$19,893,641.43					\$19,969,334.12	1.70%	\$78,445.64	\$19,957,854.51	\$20,511,431.67
Accrued Interest											\$78,445.64
Total Investments											\$20,589,877.31

Managed Account Security Transactions & Interest

For the Month Ending November 30, 2020

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
BUY										
10/30/20	11/10/20	LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	(80,000.00)	0.00	(80,000.00)			
11/09/20	11/12/20	FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	(184,337.70)	0.00	(184,337.70)			
11/17/20	11/24/20	INTL BK RECON & DEVELOP CORPORATE NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	(149,677.50)	0.00	(149,677.50)			
Transaction Type Sub-Total				415,000.00	(414,015.20)	0.00	(414,015.20)			
INTEREST										
11/01/20	11/01/20	MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	0.00	266.81	266.81			
11/01/20	11/25/20	FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	0.00	280.68	280.68			
11/01/20	11/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	49,027.93	0.00	145.80	145.80			
11/01/20	11/25/20	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	129,919.42	0.00	385.81	385.81			
11/01/20	11/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	100,000.00	0.00	192.25	192.25			
11/01/20	11/25/20	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	100,000.00	0.00	257.50	257.50			
11/01/20	11/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	100,000.00	0.00	226.33	226.33			
11/01/20	11/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHX8	170,000.00	0.00	395.39	395.39			
11/15/20	11/15/20	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	150,000.00	0.00	363.75	363.75			
11/15/20	11/15/20	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	80,000.00	0.00	177.33	177.33			
11/15/20	11/15/20	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	62,472.84	0.00	151.50	151.50			
11/15/20	11/15/20	US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023	912828WE6	355,000.00	0.00	4,881.25	4,881.25			

Managed Account Security Transactions & Interest

For the Month Ending November 30, 2020

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	11/15/20	11/15/20	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	0.00	157.50	157.50			
	11/15/20	11/15/20	OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	0.00	123.11	123.11			
	11/15/20	11/15/20	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	100,000.00	0.00	209.17	209.17			
	11/15/20	11/15/20	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	105,000.00	0.00	218.75	218.75			
	11/15/20	11/15/20	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	120,000.00	0.00	290.00	290.00			
	11/15/20	11/15/20	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	140,000.00	0.00	193.67	193.67			
	11/18/20	11/18/20	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	100,000.00	0.00	235.83	235.83			
	11/21/20	11/21/20	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	105,000.00	0.00	140.88	140.88			
	11/21/20	11/21/20	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	100,000.00	0.00	210.00	210.00			
	11/22/20	11/22/20	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	305,000.00	0.00	381.25	381.25			
	11/28/20	11/28/20	FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	0.00	745.83	745.83			
	11/30/20	11/30/20	US TREASURY N/B DTD 11/30/2017 2.125% 11/30/2024	9128283J7	1,005,000.00	0.00	10,678.13	10,678.13			
	11/30/20	11/30/20	US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	460,000.00	0.00	4,887.50	4,887.50			
Transaction Type Sub-Total					4,581,420.19	0.00	26,196.02	26,196.02			
MATURITY											
	11/16/20	11/16/20	SWEDBANK (NEW YORK) CERT DEPOS DTD 11/17/2017 2.270% 11/16/2020	87019U6D6	370,000.00	370,000.00	4,246.16	374,246.16	0.00	0.00	
Transaction Type Sub-Total					370,000.00	370,000.00	4,246.16	374,246.16	0.00	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **November 30, 2020**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
11/01/20	11/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	1,819.58	1,819.58	0.00	1,819.58	(36.19)	0.00	
11/01/20	11/25/20	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	1,037.10	1,037.10	0.00	1,037.10	(50.40)	0.00	
11/15/20	11/15/20	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	2,590.64	2,590.64	0.00	2,590.64	0.47	0.00	
11/15/20	11/15/20	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	261.40	261.40	0.00	261.40	0.04	0.00	
11/15/20	11/15/20	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	4,264.88	4,264.88	0.00	4,264.88	0.51	0.00	
Transaction Type Sub-Total				9,973.60	9,973.60	0.00	9,973.60	(85.57)	0.00	
SELL										
11/09/20	11/12/20	US TREASURY N/B DTD 02/17/2015 2.000% 02/15/2025	912828J27	175,000.00	187,106.45	846.47	187,952.92	2,406.26	3,762.89	FIFO
Transaction Type Sub-Total				175,000.00	187,106.45	846.47	187,952.92	2,406.26	3,762.89	
Managed Account Sub-Total					153,064.85	31,288.65	184,353.50	2,320.69	3,762.89	
Total Security Transactions					\$153,064.85	\$31,288.65	\$184,353.50	\$2,320.69	\$3,762.89	



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: William B. Pattison, Jr., City Manager
Carlos Campos, Best Best & Krieger LLP, City Attorney

SUBJECT: Ordinance No. 1172, an Ordinance Regarding Commission and Committee Appointments; Establishment of Cultural and Arts Commission

RECOMMENDATION:

Pursuant to the request of Mayor Hernandez and Council Member Galarza: Introduce and waive first reading of Ordinance No. 1172 An Ordinance of the City Council of the City of Coachella, California, Regarding City Commission and Committee Appointments and Establishing the Cultural and Arts Commission.

BACKGROUND:

In general-law cities where the office of mayor is an elective office, the mayor, with the approval of the city council, must make all appointments to boards, commissions, and committees, unless otherwise specifically provided by statute. (Gov. Code, § 40605.)

Coachella Municipal Code section 2.26.020 follows this requirement by stating, “Unless otherwise provided by law, appointments to all commissions shall be made by the mayor, with approval by the city council, at open session of a regular or special city council meeting.”

DISCUSSION/ANALYSIS:

1. Summary

The proposed Ordinance, while complying with Government Code section 40605, would allow each council member to nominate an individual to each commission or committee, subject to mayoral appointment and approval of the city council.

The proposed Ordinance would also rename the Public Arts Commission the Cultural and Arts Commission and make it a stand-alone commission separate from the Planning Commission. Currently, the Planning Commission serves as the Public Arts Commission and holds both meetings on the same date and time.

2. Appointment Procedure and Terms

The proposed Ordinance applies to the Planning Commission, Parks and Recreation Commission, and Cultural and Arts Commission. It provides that each council member may nominate one individual to serve on each city commission and committee subject to appointment by the mayor, with approval by the city council. If a council member fails to nominate an individual, the mayor may appoint someone with approval by the city council.

If there is an interim vacancy, the council member who nominated the vacating member may nominate another individual, subject to appointment by the mayor with approval by the city council, for the unexpired term of the member replaced.

Terms will continue to be four years or less, but they will correspond with the nominating council member's term. Each commissioner's term will continue for the nominating council member's term and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

Chapter 2.28 *Parks and Recreation Commission* and Chapter 2.68 (renamed) *Cultural and Arts Commission* have been simplified to include their distinct purposes and a reference to the general commission and committee regulations found in Chapter 2.26 *Commission Member Requirements*.

The Utility Users Tax Citizen Oversight Committee rules have been established by ballot measure and state that “[t]he committee shall have five citizen-members appointed by the city council.” (CMC, § 4.30.030.) The proposed nomination, appointment, and approval procedure may be used for the Citizen Oversight Committee.

3. Cultural and Arts Commission

The proposed Ordinance renames the Public Arts Commission the Cultural and Arts Commission and makes it separate from the Planning Commission.

As noted above, the Cultural and Arts Commission would follow the general appointment and meeting procedures set forth in Chapter 2.26.

FISCAL IMPACT:

None anticipated.

ATTACHMENTS:

1. An Ordinance of the City Council of the City of Coachella, California, Regarding City Commission and Committee Appointments and Establishing the Cultural And Arts Commission.
2. Coachella Municipal Code Chapter 2.26 *Commission Member Requirements* (current).

ATTACHMENT NO. 2

Chapter 2.26 - COMMISSION MEMBER REQUIREMENTS

2.26.010 - Definitions.

"Commission" means a group of city council-appointed persons having limited legislative powers to make decisions or recommendations to the city council on city issues.

(Ord. No. 1137, § 2, 4-10-19)

2.26.020 - Appointment.

- A. The number of members on each commission shall be set by the city council.
- B. Unless otherwise provided by law, appointments to all commissions shall be made by the mayor, with approval by the city council, at open session of a regular or special city council meeting.
- C. Members of the city council may be appointed by the majority of the city council to be nonvoting, ex-official members of a commission.
- D. Interim vacancies shall be filled by appointment for the unexpired term of the member replaced.

(Ord. No. 1137, § 2, 4-10-19)

2.26.030 - Qualifications.

- A. Unless otherwise specified in the code:
 - 1. All members of commissions shall be residents of the city.
 - 2. An individual may serve on only one commission at any time.
 - 3. No member of a commission shall be an employee of the city.
 - 4. If a commission member ceases to meet the required qualifications, he or she shall be disqualified from being a member of that commission.

(Ord. No. 1137, § 2, 4-10-19)

2.26.040 - Term.

- A. Members of commissions shall be appointed for four year terms or less. The term of each commission member shall expire on December 31st of the year that occurs no more than four years after the date of the appointment.
- B. For a newly established commission, members first appointed shall be made on a staggered-term basis.

(Ord. No. 1137, § 2, 4-10-19)

2.26.050 - Organization/meetings.

- A. Unless otherwise provided in the code:

1. Each January, commissions will organize and elect a chairperson and vice-chairperson from their membership for a one-year term. In the chairperson's or vice-chairperson's absence or disability, the commission may designate a chairperson or vice-chairperson pro tempore. Vacancies in either the chairperson or vice-chairperson position occurring prior to January may be filled as in the first instance, and a new chairperson or vice chairperson may be chosen at any time by majority vote of all members of the commission.
2. Regular meetings may be held on a day and time established by the commission and may be amended from time to time.
3. Each commission shall follow such rules and regulation established by the city council for the conduct of its business.
4. Special meetings may be called by the chairperson or a majority of the commission in accordance with state law.
5. The city manager shall designate an ex-officio staff person to serve as secretary and custodian of records who will not have a vote.
6. Minutes must be kept of all meetings and the secretary will deliver copies of minutes to the city manager and city clerk for filing and distribution to commission members.
7. A quorum shall be a majority of the commission.

(Ord. No. 1137, § 2, 4-10-19)

2.26.060 - Purpose, power, and duties.

- A. The purpose, powers and duties of all commissions are determined by the city council and set forth in the code section specific to each. From time to time, the city council may expand or retract powers and duties either temporarily or permanently and may, by ordinance or resolution, amend any chapter or section of this code.
- B. Compensation for commissions shall be as set by ordinance or resolution of the city council.

(Ord. No. 1137, § 2, 4-10-19)

2.26.070 - Removal of members.

- A. Unless otherwise specified in the code:
 1. A member of any commission may be removed at any time, with or without cause, by a four-fifths (4/5) vote of the city council. Such removal must be announced at a public meeting of the city council.
 2. If a commission member fails to attend three consecutive meetings, unless excused for cause by the commission chairperson, that member's office is deemed vacant and the member's term ended. It shall be the responsibility of the chairperson to report attendance at each meeting of the commission to the city clerk.
 3. Members will also be automatically removed for violating the Political Reform Act of 1974 as determined by the appropriate agency with authority to render such decisions or failing to comply with mandatory ethics training or conflict-of-interest filings required by the state or the city.

(Ord. No. 1137, § 2, 4-10-19)

ORDINANCE NO. 1172

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, REGARDING CITY COMMISSION AND COMMITTEE APPOINTMENTS AND ESTABLISHING THE CULTURAL AND ARTS COMMISSION.

THE CITY COUNCIL OF THE CITY OF COACHELLA DOES ORDAIN AS FOLLOWS:

SECTION 1. Amendment to Coachella Municipal Code. Coachella Municipal Code Chapter 2.26 *Commission Member Requirements*, Section 2.26.020 is hereby amended as follows:

“2.26.020 - Appointment.

- A. The number of members on each commission shall be set by the city council.
- B. Unless otherwise provided in this code or by other law, each council member may nominate an individual to serve on each city commission and committee subject to appointments to all commissions shall be made by the mayor, with approval by the city council, at open session of a regular or special city council meeting. If a council member fails to nominate an individual, the mayor may appoint someone with approval by the city council.
- C. Members of the city council may be appointed by the majority of the city council to be nonvoting, ex-official members of a commission.
- D. In the event of an interim vacancy, the council member who nominated the vacating member may nominate another individual, subject to appointment by the mayor with approval by the city council, for the unexpired term of the member replaced.”

SECTION 2. Amendment to Coachella Municipal Code. Coachella Municipal Code Chapter 2.26 *Commission Member Requirements*, Section 2.26.040 is hereby amended as follows:

“2.26.040 - Term.

- A.—~~Members of commissions shall be appointed for four year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member’s term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member’s previous nominee. expire on December 31st of the year that occurs no more than four years after the date of the appointment.~~
- B.—~~For a newly established commission, members first appointed shall be made on a staggered term basis.”~~

SECTION 3. Amendment to Coachella Municipal Code. Coachella Municipal Code Chapter 2.28 *Parks and Recreation Commission*, is hereby amended as follows:

“Chapter 2.28 - PARKS AND RECREATION COMMISSION

2.28.010 - Powers and duties.

There shall be a parks and recreation commission consisting of five members and one alternate member; all members shall be adults. Their duties shall include:

1. Act in an advisory capacity to the city council in all matters pertaining to parks and recreation.
2. Promote and stimulate interest in recreational programs.
3. Recommend policies for improving parks and playgrounds.
4. To consider, advise and make recommendations to the city council relative to:
 - a. Methods and policies for the acquisition, planning, development and improvement of public recreation facilities, including parks, playgrounds and special use facilities and including the selection of contract consultants for the implementation of such activities;
 - b. Permits, fees and charges to be made for recreation programs and for the use of public recreation facilities, including parks, playgrounds, and special use facilities;
 - c. Rules and regulations for the use of existing public recreation facilities, including parks, playgrounds and special use facilities, with an emphasis on equal opportunity of use and on minimizing adverse environmental impacts.
5. The city council shall respect the responsibilities of the commission and, accordingly, will endeavor, in good faith, to refer matters pertaining to parks and recreation to the commission for advice and recommendations. Notwithstanding the forgoing, nothing in this code shall prohibit the city council from acting on urgent or other matters without referring the same to the commission.

2.28.020 – ~~Appointments~~ Organization and procedure.

~~The community members of this commission must live within the city and shall serve a term of four years. A vacancy occurring before expiration of a term shall be filled by appointment for the remainder of the term by the city council. The term of each community member commissioner shall expire on December 31 of the year that occurs no more than four years after the date of the appointment. The parks and recreation commission shall follow the provisions in Chapter 2.26.~~

~~2.28.030 – Vacancies.~~

~~In the event a member of the commission has three consecutive unexcused absences from meetings of the commission, the city council may declare the office of such member vacant. Vacancies, whether scheduled or unscheduled, shall be filled by the city council.~~

~~2.28.040 Membership.~~

~~Membership of this commission shall be as follows:~~

~~A. The total membership of the commission shall be made up of five adults in the following manner:~~

- ~~1. Four adult resident community members to serve without compensation;~~
- ~~2. The desert recreation district general manager or a designated representative shall serve as a commissioner without compensation;~~
- ~~3. One member of the city council shall be a nonvoting, ex-official member of the commission.~~

~~B. Alternate parks and recreation commissioner. 1. The alternate parks and recreation commissioner shall attend parks and recreation commission meetings as a nonvoting, nonparticipating member. In the event of an absence of a regular parks and recreation commissioner, the alternate parks and recreation commissioner shall sit with the commission as a voting, participating member.~~

~~2.28.050 Election of officers.~~

~~At the first meeting of the commission, and thereafter at its first meeting of each subsequent year, the members shall elect a chair and vice chair. In the absence or disability of the chair or vice chair, the commission may designate a temporary chair.~~

~~2.28.060 Meetings.~~

~~1. The commission shall meet once a month. All its meetings shall be held in accordance with the Ralph M. Brown Act and shall be open to the public except as provided by law.~~

~~2. A quorum shall be a majority of the commission. No action of the commission shall be valid without the affirmative vote of at least three members.~~

SECTION 4. Amendment to Coachella Municipal Code. Coachella Municipal Code Chapter 2.68 *Public Arts Commission* is hereby amended as follows:

“Chapter 2.68 - PUBLIC CULTURAL AND ARTS COMMISSION

2.68.010 - Necessity and purpose.

A. Necessity Declared. It is hereby found and declared that there is a need for a public cultural and arts commission within the city.

B. Purpose. The purpose of the ~~public cultural and~~ arts commission shall be to act in an advisory capacity to the city council on matters pertaining to the enrichment of the community through fine arts, visual arts, performing arts, arts education, historic preservation and cultural issues; to serve as an advocate for cultural activities and programs within the city; to implement the city's art in public places program, and to encourage the integration of cultural affairs into the social and economic fabric of the city to improve the quality of life for city residents.

~~2.68.020 - Membership; qualifications; terms of office~~ Organization and procedure.

~~The cultural and arts commission shall follow the provisions in Chapter 2.26. A. Membership and Qualifications. City of Coachella Planning Commission shall act in the capacity as the public arts commission.~~

~~B. Term. The term of each public arts commission member shall be the same term assigned in their capacity as a planning commission member as specified in Section 2.32.020 of the Municipal Code.~~

~~2.68.030 Meetings; quorum; change in meeting place.~~

~~A. Meetings. The meetings of the public arts commission will be conducted before or after the regular meetings of the planning commission as stated in Section 2.32.060(A) of the Municipal Code. At least one regular meeting per month shall be held. The chairperson and vice-chairperson of the planning commission shall serve as the chairperson and vice-chairperson of the public arts commission. Rules shall be adopted for transaction of business. Meetings shall at all times be open to the public. Meetings shall be held in the council chambers except when such chambers are required for any meeting of the city council, or when the commission determines that a meeting should be held in a different location due to the subject matter being considered.~~

~~B. Quorum. The public arts commission shall comply with the requirements for quorum of the planning commission as stated in Section 2.32.060(B) of the Municipal Code.~~

~~C. Change in Meeting Place. Notice of a change in meeting place shall be posted in front of the council chambers.~~

~~2.68.040 Absences from meetings~~

~~All members of the public arts commission shall comply with the attendance requirements for members of the planning commission as stated in Section 2.32.060(B) of the Municipal Code.~~
~~2.68.050 Term limits.~~

~~All members of the public arts commission shall comply with the term limits for members of the planning commission as stated in Section 2.32.020 of the Municipal Code.~~

SECTION 5. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines,

California Code of Regulations Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 6. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 7. 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 8. 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.

PASSED, APPROVED, and ADOPTED this _____ 2020.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1172 was duly and regularly introduced at a meeting of the City Council on the 27th day of January 2021, and that thereafter the said ordinance amendment was duly passed and adopted on _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: William Pattison, City Manager

SUBJECT: Resolution No. 2021-02 Approving the Creation and Funding for a Full-Time Assistant Community Development Director Position and a Full-Time Public Information Officer Position

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2021-02 approving the creation and funding for a full-time Assistant Community Development Director Position and a full-time Public Information Officer Position.

BACKGROUND:

- 1) The Community Services Director has notified the City of his intent to retire towards the end of the fiscal year. Staff is asking that Council approve the Assistant Community Development Director position so that the City can begin recruitment and fill the position in preparation of this transition.

The Assistant Community Development Director position falls under Management Group II. This position would be added to the existing Salary Schedule, with a Pay Grade of \$119,053.93 to \$144,710.79 annually.

- 2) The City currently contracts with CV Strategies to provide assistance to the Assistant to the City Manager for public relations, marketing, and social media activities. Staff is asking that Council approve the Public Information Officer position so that these contracted services can be administered in-house under one position. Upon filling of the position, the Assistant to the City Manager position would be frozen. The Public Information Officer is required to be bilingual in English and Spanish.

The Public Information Officer position falls under Management Group II and would report to the City Manager. This position would be added to the existing Salary Schedule, with a Pay Grade of \$100,000.08 to \$121,560.34 annually.

ALTERNATIVES:

1. Approve staff's recommendation to approve Resolution No. 2021-02 approving the creation and funding for a full-time Assistant Community Development Director position and a full-time Public Information Officer position.
2. Do not approve staff's recommendation.

FISCAL IMPACT:

Approval of the positions would add \$61,362 to the salary and benefits expenses of the Community Development department's current operating budget and \$72,172 to the salary and benefits expenses of the City Manager's current operating budget.

RESOLUTION NO. 2021-02

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE CREATION
AND FUNDING FOR A FULL-TIME ASSISTANT COMMUNITY DEVELOPMENT
DIRECTOR POSITION AND A FULL-TIME PUBLIC INFORMATION OFFICER
POSITION**

WHEREAS, the Community Services Director has notified the City of his intent to retire towards the end of the fiscal year. Staff is asking that Council approve the Assistant Community Development Director position so that the City can begin recruitment and fill the position in preparation of this transition.

WHEREAS, the Assistant Community Development Director position falls under Management Group II. This position would be added to the existing Salary Schedule, with a Pay Grade of \$119,053.93 to \$144,710.79 annually.

WHEREAS, the City currently contracts with CV Strategies to provide assistance to the Assistant to the City Manager for public relations, marketing, and social media activities. Staff is asking that Council approve the Public Information Officer position so that these contracted services can be administered in-house under one position. Upon filling of the position, the Assistant to the City Manager position would be frozen. The Public Information Officer is required to be bilingual in English and Spanish.

WHEREAS, the Public Information Officer position falls under Management Group II and would report to the City Manager. This position would be added to the existing Salary Schedule, with a Pay Grade of \$100,000.08 to \$121,560.34 annually.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, as follows:

Section 1. **Incorporation of Recitals.** The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

Section 2. **Title.** Adopt Resolution No. 2021-02, a Resolution of the City Council of Coachella, California, Approving the Creation and Funding for a Full-Time Assistant Community Development Director Position and a Full-Time Public Information Officer Position.

PASSED, APPROVED and ADOPTED this 27^h day of January, 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-02 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27th day of January, 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk



City Hall
53990 Enterprise Way
Coachella, CA 92236
Telephone: (760) 398-3502

January 27, 2021

FLSA: EXEMPT

ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

DEFINITION

Under general administrative direction of the Development Services Director, to plan, direct, manage, and oversee the functions, programs, and operations of the Development Services Department including planning, building, code compliance, and administrative staff; to supervise the work of department and contracted staff in the performance of complex and advanced professional duties and responsibilities supporting the City's current and advanced planning functions; to supervise long-term and complex assignments with responsibility for project development, setting of priorities, developing time lines, evaluating work assigned to staff, and assuring quality and accuracy of Departmental output; to serve as liaison and provide assistance and information to applicants, developers, consultants, the general public, other City departments, and outside organizations and agencies regarding City codes, policies, standards, and processes; to provide highly responsible and complex administrative support to the Development Services Director; and to serve as the acting Director as needed in the absence of the Director.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Development Services Director. Exercises general and direct supervision over professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a Management Deputy Director classification that oversees, directs, and participates in all activities of the Development Services Department, including short and long-term planning, development, and administration of departmental policies, procedures and services. This class provides assistance to the Development Services Director in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Oversee the provision of Development Services Department service and activities including managing permit processing and development review procedures, staff representation for advisory Boards and Commissions and City Council, preparing and presenting high-level reports and other

- necessary correspondence; review and recommend changes to procedures to reflect local policies and changes in State regulations.
- Oversee staff involved in the Development Services Department; plan and organize multiple tasks and assignments; select, train, assign, evaluate, and discipline subordinate staff.
 - Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends and administers policies and procedures.
 - Assist in the preparation and monitoring of the Development Services Department budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies.
 - Direct, coordinate and review the work plan for assigned professional planning services and activities; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend appropriate services and staffing levels; meet with staff to identify and resolve problems.
 - Administer local zoning, subdivision, code enforcement and land use and development regulations for the City, including interpretation and application of local ordinances and development of implementation policies and procedures.
 - Coordinate development review and permit processing procedures with other City departments and governmental agencies in accordance with local, State and Federal requirements.
 - Communicate effectively and serve as the liaison with other staff, departments, the public, outside agencies, the business and development communities, Boards, Commissions, and City Council; with other divisions, departments and outside agencies; promote and maintain effective business relationships with the housing and development community; negotiate and resolve sensitive and controversial issues.
 - May direct and oversee the development and implementation of public outreach activities; oversee and participate in a variety of public relations, outreach, and educational work related to the Development Services Department and its services and activities.
 - May participate and/or manage negotiations and agreements for property development.
 - May participate in contract administration, oversight, direct, and accountability for the use of professional services needed to support staff and projects including project scoping, selection, contract development, and implementation in accordance with City policies and procedures.
 - Coordinate and budget for periodic updates to the City's General Plan mandatory and optional elements, including the City's Housing element and the City's Community Health & Wellness element. Monitor the progress of compliance with the City's Climate Action Plan and seek out technical assistance from outside sources as needed.
 - Manage the City's "Art In Public Places Program", oversee "Successor Agency" land sales transactions, and provide technical support to the City's grants administrator and the City's economic development department functions as requested.
 - Prepare and administer revisions to planning and zoning regulations; analyze and recommend action on all types of development entitlement and other applications, including but not limited to subdivisions, zone changes, zoning and general plan amendments, specific plans, planned developments, variances, and conditional use permits; administer and enforce zoning and planning regulations.
 - Prepare and review environmental impact reports or initial studies; manage contracts for preparation of environmental studies by consultants; supervise long-term environmental planning functions.
 - Prepare official population estimates and projections, housing statistics and economic studies; maintain basic information and statistical data bases for the City; report such data on housing and population to State and Federal agencies as required for the City.
 - May represent the City on regional advisory boards and committees involving multi-agency issues such as regional growth and environmental management.
 - Attend and participate in professional group meetings; stay abreast of new trends and innovations in current and advanced planning, economic development, redevelopment.

- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Performs duties of a disaster services worker in event of emergency.
- Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Theories, principles, and contents of General Plan, land use, zoning, subdivision, and urban planning regulations, natural resource protection, and environmental laws.
- Principles and techniques of conducting site planning, architectural review, subdivision design, land use, and other analytical studies, evaluating alternatives, and making sound recommendations.
- Applicable Federal, State, and local laws, codes, and regulations.
- Methods, procedures and processes used in code compliance programs.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Technical, legal, financial, and public relations problems associated with the management of community development programs.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Provide administrative and professional leadership and direction for the department and the City.
- Assist in preparing and administering large and complex budgets; allocate limited resources in a cost effective manner.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, train, motivate, and evaluate the work of staff and train staff in work procedures.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of community development programs and administrative activities.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience, which would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in urban or regional planning, architecture, public administration, or a related field considered useful in urban planning, redevelopment, and building codes administration. A Master’s degree in a related field, and American Institute of Certified Planners Certificate (AICP) are strongly desired. Five (5) years of progressive, increasingly responsible experience in municipal planning, building, architecture, engineering or constructions technology, including two (2) years of administrative and supervisory responsibility at the local government level. California Environmental Quality Act (CEQA) experience is strongly desired.

Licenses and Certifications:

- Valid California class C driver’s license with satisfactory driving record and automobile insurance.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect City development sites, to operate a motor vehicle, and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



City Hall
53990 Enterprise Way
Coachella, CA 92236
Telephone: (760) 398-3502

January 27, 2021

FLSA: EXEMPT

PUBLIC INFORMATION OFFICER

DEFINITION

Under general direction of the City Manager or his/her designee, the Public Information Officer develops, organizes, directs and evaluates a comprehensive communications, marketing and community relations program for the City; promotes the City's image by raising the level of public awareness of City operations and accomplishments in providing services to its customers; writes, edits and designs a variety of public information materials; oversees content of City website and cable channel; acts as the City's point of contact for all media relations; and coordinates assigned activities within and among City departments and in conjunction with other agencies. Exercises supervision of video production staff and volunteers, interns, community volunteers and public information specialists.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. Exercises no supervision of staff.

CLASS CHARACTERISTICS

This is a Management Deputy Director classification that oversees, directs, and participates in all activities of the Public Information Officer department, including short- and long-term planning, development, and administration of departmental policies, procedures, and services. This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies, and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Organizes communication activities to foster public understanding of City goals, policies, programs and services;
- Brings to public attention through various forms of media, significant facts, opinions and interpretations to keep the public informed;
- Develops materials to be presented in press announcements, including press releases, press briefings, press conferences and feature articles on various City services;
- Develops, coordinates and participates in news conferences, special events, and other programs of City and public interest;

- Facilitates the accurate and full coverage of City issues by the news media;
- Takes photographs for publications, audiovisual presentations and public displays;
- Consults with Police and Fire department field supervisors and/or incident commanders, is reasonably available for call-out to public safety incidents, and serves as liaison to the media to assure appropriate access and flow of information;
- Reviews daily police logs for release to the press;
- Organizes emergency public information in the event of a local disaster;
- Supervises operations of the City's government access cable television channels and facilities;
- Supervises script development and production of original video content for government access cable channel as well as audiovisual content for other media, including, but not limited to, podcasting and web-based video;
- Supervises the content and design of City publications, including newsletters, informational booklets, pamphlets and fliers;
- Advises City staff and elected officials in media relations and public information policies and procedures;
- Consults with staff and elected officials in the preparation of speeches and letters on behalf of the City;
- Coordinates and conducts special events ceremonies and City functions;
- Develops and implements methods and materials to promote special events sponsored by the City or its departments;
- Coordinates assigned activities with other City departments;
- Prepares, maintains, files and disseminates a listing of media contacts, including names, addresses, email, phone and fax numbers;
- Maintains files of newspaper articles and other related media clippings;
- Logs and maintains files of City press releases;
- Maintains a photo library of City events and personnel;
- Monitors news coverage and/or public information regarding the City or pertinent to City activities;
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Media operations, story placement and public agency marketing strategies used in both print and electronic media;
- Principles and practices of public administration;
- Principles, practices, terminology and regulations of Public Safety agencies;
- Newspaper, magazine and broadcast writing theories and practices;
- Current English and Spanish usage and journalistic styles, both for broadcast and print;
- Print publication editing and layout methods;
- Media tactics, including basic interview techniques and preparation;
- Current media trends and practices;
- Safe work methods and regulations pertaining to work;
- Record keeping principles and procedures;
- Modern office practices, methods, and computer equipment and applications related to the work;
- English and Spanish usage, grammar, spelling, vocabulary, and punctuation;
- Safe driving principles and practices;
- Basic photography;

- Basic video production techniques;
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.

Ability to:

- Write in a variety of formats, including, but not limited to print and broadcast press releases, video and audio scripts, business and professional letters, speeches and articles;
- Review, proofread, edit and verify written materials for accuracy and adherence to policies and procedures;
- Gather and verify news information through interview, observation and research;
- Accurately interpret policies and procedures to provide and clarify information;
- Write articles of a caliber required for professional publication;
- Write scripts for public service announcements, video and audio productions;
- Communicate clearly and concisely, both orally and in writing;
- Maintain a professional demeanor during stressful and highly visible situations;
- Work within stringent deadlines to complete projects and assignments;
- Exercise sound judgment in safeguarding confidential or sensitive information;
- Read, comprehend and interpret complex and sensitive information on a wide range of subjects and topics;
- Respond to citizen and media requests in a courteous, effective manner;
- Perform varied and responsible assignments involving the use of initiative and independent judgement;
- Use digital camera equipment, video equipment and software;
- Maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating assigned office equipment;
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs, including audio, video and photo editing;
- Use English and Spanish effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with the public, news media, city staff, elected officials and others contacted in the course of work.

Education and Experience:

Any combination of training and experience, which would provide the required knowledge, skills, and abilities, is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in journalism, communications, public relations or a related field; and, three (3) years of experience working in the field of journalism, primarily with writing and editing responsibility, and three (3) years of experience in an administrative or staff capacity in a private or public organization involving regular contact with elected/appointed officials and/or media representatives.

Licenses and Certifications:

- Valid California class C driver's license with satisfactory driving record and automobile insurance.

Other Requirements:

- Must be bilingual in English and Spanish.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer. Must be able to operate a motor vehicle, and to visit various City and meeting sites. Must have vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds. During emergencies, may be called on to work extended periods of time as needed.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

APPENDIX B

**City of Coachella - Salary Schedule
Management Group
4% COLA Effective July 1, 2020**

Revised by Council - Resolution No. 2021-02, January 27, 2021

Group I	Step	A	B	C	D	E
City Engineer	h	67.88	71.27	74.84	78.58	82.51
	m	11,766.29	12,354.60	12,972.33	13,620.95	14,302.00
	a	141,195.45	148,255.23	155,667.99	163,451.39	171,623.96
Community Development Director	h	71.80	75.39	79.16	83.12	87.28
	m	12,445.23	13,067.49	13,720.87	14,406.91	15,127.26
	a	149,342.78	156,809.92	164,650.42	172,882.94	181,527.09
Economic Development Director	h	67.88	71.27	74.84	78.58	82.51
	m	11,766.29	12,354.60	12,972.33	13,620.95	14,302.00
	a	141,195.45	148,255.23	155,667.99	163,451.39	171,623.96
Finance Director	h	72.46	76.08	79.88	83.88	88.07
	m	12,560.02	13,188.02	13,847.42	14,539.79	15,266.78
	a	150,720.24	158,256.25	166,169.07	174,477.52	183,201.40
Public Works Director	h	70.73	74.27	77.98	81.88	85.97
	m	12,258.37	12,871.28	13,514.85	14,190.59	14,900.12
	a	147,100.40	154,455.42	162,178.19	170,287.10	178,801.45

Group II	Step	A	B	C	D	E
Assistant Community Development Director	h	57.24	60.10	63.11	66.26	69.58
	m	9,921.16	10,417.22	10,938.08	11,484.98	12,059.23
	a	119,053.93	125,006.63	131,256.96	137,819.80	144,710.79
Controller	h	57.24	60.10	63.11	66.26	69.58
	m	9,921.16	10,417.22	10,938.08	11,484.98	12,059.23
	a	119,053.93	125,006.63	131,256.96	137,819.80	144,710.79
Human Resources Manager	h	57.24	60.10	63.11	66.26	69.58
	m	9,921.16	10,417.22	10,938.08	11,484.98	12,059.23
	a	119,053.93	125,006.63	131,256.96	137,819.80	144,710.79
Public Information Officer	h	48.08	50.48	53.00	55.65	58.44
	m	8,334.00	8,750.70	9,188.23	9,647.64	10,130.02
	a	100,000.08	105,008.40	110,258.82	115,771.76	121,560.34
Utilities Manager	h	57.24	60.10	63.11	66.26	69.58
	m	9,921.16	10,417.22	10,938.08	11,484.98	12,059.23
	a	119,053.93	125,006.63	131,256.96	137,819.80	144,710.79



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., City Engineer

SUBJECT: Resolution No. 2021-03 Adopting the City of Coachella 2021 Storm Water Master Plan (SWMP)

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution No. 2021-03 adopting the City's 2021 Storm Water Master Plan (SWMP).

BACKGROUND:

In February of 2018, the City applied for and received a Local Assistance Grant under proposition 1 with the State of California for the development of an SWMP. The grant is administered by the Coachella Valley Mountains Conservancy. In March of 2019, The City entered into a contract with Q3 Consulting for completion of the SWMP in accordance with the grant. The Coachella Valley Water District (CVWD), the regional flood authority, is working with Coachella as a local sponsor on this project.

This Storm Water Master plan is a culmination of years' worth of public outreach, planning and studies performed by multiple organizations to provide a framework for potential future Storm Water infrastructure projects within the City of Coachella. A precursor study to the SMP was completed in 2006 by Dudek. This "Storm Drain Needs Analysis Report" documented the City's existing infrastructure and was a resource for the current study. Potential regional flooding from the Coachella Valley Storm Water Channel (CVSC) was assessed in studies for CVWD performed by NHC (2012, 2013). CVWD also commissioned the Eastern Coachella Valley Storm water Master Plan (ECVSMP), (WEBB,2015), which looked at regional flooding in the valley and includes the south western extents of the City. Regional flooding from the Mecca Hills/Little San Bernardino Mountains was assessed in a study of the East Side Dike (NHC, 2017) performed for CVWD. Lastly, the City of Coachella has worked with the City of Indio, which is also in the process of finalizing their own SWMP to address flooding concerns within their City boundaries, including Avenue 48.

DISCUSSION/ANALYSIS:

The main objective of this SWMP development project is to provide a framework for addressing the City's chronic storm water flooding issues. Development of the SMP includes the following tasks:

1. Summary of the existing storm water management system
2. Modeling of storm water runoff and routing to identify existing system deficiencies
3. Development of alternatives to correct system deficiencies
4. Identification of preferred alternative(s) based on cost and non-economic factors
5. Preparation of capital and life cycle cost estimates for the preferred alternative(s)
6. Preparation of a schedule for the various implementation phases of the preferred alternative(s)
7. Summary of potential funding sources for implementation of the preferred alternative(s).

NHC was retained to complete tasks 1 and 2, which generally included the research and evaluation of the City's existing infrastructure. Q3 provided work for tasks 3 through 7, which included developing proposed flood control improvements, developing cost estimates, and identifying a project priority ranking for various phases and implementation strategies. The completed Final Storm Water Master Plan is attached hereto for further information.

ALTERNATIVES:

1. Revise Storm Water Master Plan, per City Council and community comments and feedback

FISCAL IMPACT:

None.

RECOMMENDED ALTERNATIVE(S):

Staff recommends that the City Council adopt the attached Resolution No. 2021-XX adopting the City of Coachella 2021 Storm Water Master Plan (SWMP)

Attachments: Resolution No. 2020-03 – Adopting the City of Coachella 2021 SWMP
2021 Storm Water Master Plan (SWMP).

RESOLUTION NO. 2021-03**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA,
CALIFORNIA ADOPTING THE CITY OF COACHELLA 2021 STORM WATER
MASTER PLAN (SWMP)**

WHEREAS, in order to receive regional and state funding for storm water infrastructure improvements, the City is required to have the 2021 Storm Water Master Plan (Plan) approved by the City Council and on public record; and

WHEREAS, the 2021 Storm Water Master Plan serves as a guidance to prioritize and provide conceptual design guidelines for future storm water infrastructure within the City in accordance with local, regional and state storm water management goals; and

WHEREAS, the City entered into a grant agreement with the Coachella Valley Mountains Conservancy on February 14, 2021 for the completion of the City of Coachella Storm Water Master Plan; and

WHEREAS, the City issued a Request for Proposals for the preparation of the Plan and selected Q3 Consulting, Inc. for the amount of \$222,652; and

WHEREAS, the objective of the Plan is to review and make recommendations on how the current storm water system can be upgraded within the City to best suit the storm water management needs of the City in the future; and

WHEREAS, the main components of the Plan are identifying existing conditions, public input/community involvement, preferred storm water management design alternatives, and implementation/prioritization strategies; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, that it adopt the 2021 Storm Water Master Plan.

PASSED, APPROVED and ADOPTED this 27th day of January, 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-03 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27th day of January, 2021, by the following vote of Council:

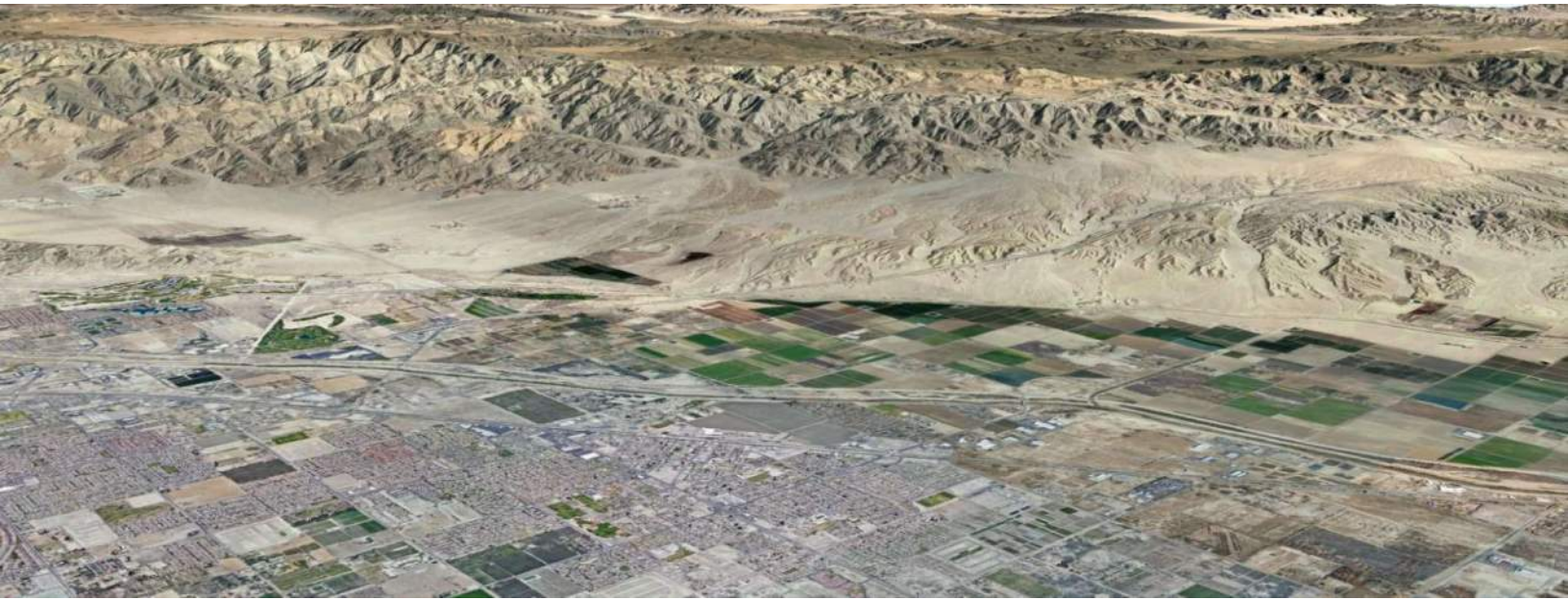
AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk



STORMWATER MASTER PLAN PROJECT **FINAL REPORT**

City of Coachella
53990 Enterprise Way
Coachella, California 92236

January 2021

Prepared by:



Executive Summary

The City has experienced substantial growth in recent decades. This increase in density and urbanization has resulted in increased quantities of stormwater runoff, yet the City currently lacks a comprehensive stormwater network to effectively convey this increase in runoff. This Stormwater Master Plan has been developed to identify current drainage deficiencies and propose facility improvements.

The City of Coachella (City), with Coachella Valley Water District (CVWD) as a local sponsor, acquired a Local Assistance grant under Proposition 1 to develop a comprehensive Stormwater Master Plan (SMP). The City, in conjunction with CVWD, hired Northwest Hydraulic Consultants (NHC) to complete the first of two phases of the project, which includes existing system identification and baseline hydrology and hydraulics to identify all deficient storm drain systems. Q3 Consulting (Q3) was hired to complete the second phase, which include developing proposed improvements to mitigate drainage deficiencies, potential for water quality and recharge opportunities, and identify potential funding sources. The results of the entire project will be documented in a city-wide Stormwater Master Plan report.

Coachella Valley has a unique climate. Desert hydrology and the design of appropriate flood protection is challenging due to the flashy nature of storm events and the relatively flat terrain in the foothills and valleys. Consequently, this study was performed using an advanced hydrologic and hydraulic model, PCSWMM. PCSWMM includes two-dimensional overland flow capabilities coupled with the industry standard EPA SWMM engine (version 5.1.013) for conduit (1-dimensional) flow. The advantage of this model allows for the development of a single City-wide model capable of running multiple alternatives simultaneously to identify the most feasible solution.

Proposed Drainage Alternatives

The region of the City that experiences the most flooding is the urbanized region, west of Grapefruit Boulevard or State Route 111 (SR-111) and bound between Avenue 48 to the north, Avenue 54 to the south and Van Buren Street to the west. Four (4) proposed storm drain lines were identified to mitigate existing and future flooding based on the 100-year design storm event.

Avenue 48 resides along the boundary between the City of Indio and Coachella. It is one of the most frequently flooded roads in the City, yet the street itself is split between the two Cities. More than 95-percent of the tributary drainage area to Avenue 48 comes from the City of Indio. Indio recently prepared a Stormwater Master Plan identifying a facility within Avenue 48 to drain the area and convey the flows to the CVSC. As a result the City has requested that this area not be included in this Stormwater Master Plan, and the assumption was made that flows tributary to Avenue 48 would be mitigated by the City of Indio.



The four alternatives include Line A, Line B, Line C, and Line D. All proposed alternatives discharge into CVSC except for Line C, which discharges into Line D. One of the main concerns in identifying proposed alternative alignments was to minimize the number of crossings, under Highway 111 and the existing railroad tracks. The two main alternative crossings were located at intersections with the idea of minimizing impacts to highway and railroad. The table below shows the overall estimate construction costs for each alternative.

Summary of Proposed Storm Drain Infrastructure

Proposed Storm Drain Line	Total Project Cost
Line "A":	\$ 729,000
Line "B"	\$ 7,125,000
Line "C"	\$ 7,998,000
Line "D"	\$ 10,795,000
Total	\$26,647,000

A facility prioritization analysis was prepared highlighting segments of alternatives recommended to be constructed based on rank. Priority ranking was based on overall benefit for reducing areas experiencing the most problematic flooding. These areas generally fall within the downtown area and other areas of high traffic volume and areas of high risk of property damage.

Three levels of priority were identified: Priority 1 (Highest); Priority 2(High); and Priority 3(Moderate). The highest priority (Priority 1) was identified for a portion of Line B along Avenue 50. Another top priority was two sections of lines along Line C, along Shady Lane north of Avenue 52 and along Avenue 53 down to the Line D junction. For Line D, top priority was given to the section of pipe from the junction of Line C all the way to the CVSC.

Water Quality and Groundwater Recharge

Water quality treatment can be performed using regional or local facilities. Regional treatment (and recharge) facilities require large areas of available land. In reviewing City-owned land, no significant parcels were identified that would provide sufficient regional treatment. However multiple undeveloped privately owned parcels exist along all four alignments. During final preparation of plans of any of these alternatives, it is recommended that measures be taken to purchase land in these undeveloped areas.

Local water quality treatment facilities can be implemented along all four alignments. Using green infrastructure or redesign of street sections (streetscape), has become more popular for Cities wanting to reduce vehicular traffic, increase bicycle lanes, and decrease runoff. This report highlights examples for retrofitting existing street sections to include biofiltration and rainwater harvesting. From the perspective of a regional Stormwater Master Plan, it is difficult to identify all potential local sites. These should be identified and implemented on a project-by-project basis.

Grant Opportunities

As part of this SMP, several potential funding sources were researched and identified in Section 8. It is expected that no single source of revenue will be adequate to fund construction of the entire SMP, but utilization of several of these grants and funds could be used to construct portions of projects, reducing the overall costs.

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1 INTRODUCTION

The City of Coachella (City), with Coachella Valley Water District (CVWD) as a local sponsor, acquired a Local Assistance grant under Proposition 1 to develop a comprehensive Stormwater Master Plan (SMP). The City, in conjunction with CVWD, hired Northwest Hydraulic Consultants (NHC) to complete the first two (of eight) elements of the project, which includes existing system identification and baseline hydrology and hydraulics to identify all deficient storm drain systems.

Q3 Consulting (Q3) was hired to complete the remaining six elements, which include developing proposed improvements to mitigate drainage deficiencies, as well as identify opportunities for water quality treatment and groundwater recharge. The results of the entire project will be documented in a city-wide Stormwater Master Plan report.

The information developed by NHC in the initial study was used as the basis to develop and support the proposed improvements in this SMP. This SMP includes NHC’s findings from the report titled “*City of Coachella, Stormwater Master Plan – Existing Conditions Study, DRAFT Report*”, prepared October 15, 2019.

1.1 Background

The City has experienced substantial growth in recent decades. This increase in density and urbanization has resulted in increased quantities of stormwater runoff, yet the City lacks a comprehensive stormwater network to effectively convey the runoff.

Coachella Valley has a unique climate. Desert hydrology and the design of appropriate flood protection is challenging due to the flashy nature of storm events and the relatively flat terrain in the foothills and valleys. These conditions are better suited for more advanced hydrologic and hydraulic modeling techniques. This report documents the development of an advanced modeling tool that will be used to develop a Stormwater Master Plan (SMP) for the City. The SMP will provide the City a comprehensive overview of current flooding trends, and a planning tool that may be used to identify candidate drainage improvement projects.



1927 Flood, City of Coachella

1.1.1 Stormwater Master Plan Objective

The City applied for and received a Local Assistance Grant under Proposition 1 with the State of California for the development of an SMP. The Coachella Valley Water District (CVWD), the regional flood authority, is working with Coachella as a local sponsor on this project. The main objective of this SMP development project is to provide a framework for addressing the City’s chronic stormwater flooding issues. Development of the SMP includes the following tasks:

1. Summary of the existing stormwater management system
2. Modeling of stormwater runoff and routing to identify existing system deficiencies
3. Development of alternatives to correct system deficiencies
4. Identification of preferred alternative(s) based on cost and non-economic factors
5. Preparation of capital cost estimates for the preferred alternative(s)
6. Preparation of a schedule for the various implementation phases of the preferred alternative(s)
7. Summary of potential funding sources for implementation of the preferred alternative(s).

NHC was retained to complete tasks 1 and 2, which generally included the research and evaluation of the City’s existing infrastructure. Q3 provided work for tasks 3 through 7, which included developing proposed flood control improvements, developing cost estimates, and identifying a project priority ranking for various phases and implementation strategies.

2 PROJECT SETTING

The City is susceptible to both regional and local flooding sources. CVWD has completed several recent studies to quantify regional flooding sources. Flooding from these sources were included in the model described below where applicable, but no new analyses of regional flooding sources were conducted for this project.

Local flooding, which is the primary focus of the SMP, stems from direct rainfall within the city limits as well as in areas that drain to the City via overland, uncontained drainage pathways. The City lacks a comprehensive network of subsurface stormwater pipes, instead utilizing roadways as the primary stormwater conveyance pathways. On the west side of the Coachella Valley Storm Channel (CVSC), the predominate flow pattern is to the south and east, while on the east side of the CVSC, the predominate drainage pattern is toward the south and west.

Developments built since approximately 2006 have been required to include on-site retention facilities designed to contain site runoff from the 100-year storm. Development that occurred prior to this date was not required to provide any on-site retention. Consequently, many of the locations experiencing flooding today are in the older portions of the City.

2.1 Other Studies

A precursor study to the SMP was completed in 2006 by Dudek. This “Storm Drain Needs Analysis Report” documented the City’s existing infrastructure and was a resource for the current study. The report completed an inventory and conditions analysis of the existing infrastructure, identified problem areas within the City, made recommendations for design criteria for new development, and identified potential sources of funding for stormwater improvements. The study did not include any hydrologic or hydraulic analyses. Upon completion of the study, the City implemented one of the study’s key recommendations: a requirement for on-site stormwater retention for new and redevelopment.

Potential regional flooding from the Coachella Valley Stormwater Channel (CVSC) was assessed in studies for CVWD performed by NHC (2012, 2013). The findings from the studies have been mapped by FEMA and are represented in the current flood hazards for the region. CVWD commissioned the Eastern Coachella Valley Stormwater Master Plan (ECVSMP), a portion of which, The Oasis/Valley Floor Study (WEBB, 2015), looked at regional flooding in the valley and includes the south western extents of the City. The focus of that study was on sizing potential regional facilities as part of a future development plan, it did not address existing flood patterns. Regional flooding from the Mecca Hills/Little San Bernardino Mountains was assessed in a study of the East Side Dike (NHC, 2017) performed for CVWD. This study assessed conditions behind the dike and through Wasteway #2.

The City of Indio, located north and west of Coachella, is currently in the process of developing its own stormwater master plan. Indio’s study is relevant to Coachella’s SMP as floodwaters are known to enter Coachella from Indio along Avenue 48. A draft memorandum was obtained, outlining the Indio study’s approach from Webb Consultants, who is leading Indio’s study. The approach Webb has taken is to estimate representative runoff flow rates on a per acre basis, rather than building a hydraulic model. Unfortunately, Indio’s approach does not provide the kind of detailed information, such as flow hydrographs of existing flooding. Consequently, a new hydraulic model had to be created for the portion of Indio that drains to Avenue 48 in order to estimate the runoff originating in Indio that flows into Coachella.

2.2 Known Flooding Issues

Dudek (2006) identified the following six flooding problem areas within the City (page 3-2):

- Avenue 48 and Harrison Street

- Avenue 50 and Kenmore Street
- Avenue 51 and Harrison Street
- Avenue 52 and Grapefruit Boulevard
- Avenue 53 and Tyler Street
- Avenue 54 and Harrison Street

Additional problem areas were identified by City staff during meetings for this project. These locations include:

- Most of Avenue 48 west of the railroad tracks
- Avenue 49 at Grapefruit Boulevard
- Avenue 50 at Frederick
- Westerfield Way at Harrison Street
- Shady Lane north of Avenue 52
- Harrison Street between Avenues 52 and 53

All of the above listed locations are indicated on the Stormwater System Map described in Section 0 and presented in Appendix A.

2.3 Existing Drainage Facilities

The City has some limited stormwater infrastructure in select locations. These facilities were identified by Dudek (2006) and confirmed during NHC’s site visit. Notable facilities include:

- A “Regional Retention Area” (RRA). Located just east of Shady Lane, between Avenues 52 and 53, this facility collects runoff from nearby areas on all sides. Runoff from the north enters the RRA through culverts at the northwest and northeast corners of the intersection of Shady Lane and Avenue 52, as well as a curb inlet on the south side of Avenue 52. Runoff from the west enters the RRA via a stormwater pipe beneath Valley Rd. Runoff from the development to the east enters the RRA at various points, and runoff from Avenue 53 enters the southern end of the RRA via curb inlets.
- Avenue 52 contains a stormwater line east of approximately Education Way, continuing to the CVSC. Note the stormwater line flows the historic alignment of Avenue 52, and does not turn northeast near the CVSC along the realigned section of Avenue 52.
- There is a small local stormwater network and associated ponds along Avenue 50 between Leoco Lane and Peter Rabbit Lane. These ponds appear to collect Avenue 50 runoff only.
- There is a small local stormwater network that collects runoff from Las Flores Avenue, Calle Mendoza and adjacent residential streets, and outfalls to the CVSC.
- There are agricultural drains paralleling many of the avenues in the City on the west side of the CVSC, with outfalls to the CVSC. Knowledge of these drains is based on conversations with City staff; no maps were available, and the functional condition of these lines is largely unknown.
- All post-2006 developments have private stormwater networks and retention ponds to control runoff on-site.
- The Gateway Center has approximately two acre-feet of underground stormwater storage capacity (J. Hoy, personal communication, 10 June 2019).
- Wasteway #2 conveys runoff from the hills east of the City to the CVSC.
- The agricultural area east of the CVSC contains several drains discharging to the CVSC. These drains are typically 3 to 6 feet in diameter and flap gated.

- The numerous curb inlets located in the downtown core are dry wells, which serve to control nuisance runoff. They are not connected to a larger network and do not reduce stormwater flooding.

2.3.1 Field Inspections

NHC conducted two field inspections over the course of this study. An initial, reconnaissance-level field inspection was completed at the project outset. The purpose of this effort was to familiarize the team with the principal drainage features within the City, including the RRA, CVSC, and Wasteway #2. After preliminary model results were obtained, a second field inspection was undertaken in order to ground-truth the model results and gather data necessary to refine the model.

A field report, including notes and photographs, is found in Appendix B of this report. Shown below are sample photographs of two principal drainage features within the City. See Appendix B for a full field report.

2.3.2 Stormwater System Map

All known public stormwater infrastructure was compiled to produce a Stormwater System Map (Figure 2-1). Known problem areas as noted in Section 2.2 are also indicated on the map. As stated above, development since 2006 has included on-site retention. These developments typically have a network of stormwater pipes leading to a pond within the development. These developments are indicated as self-contained on the Stormwater System Map, but the individual catch basins, pipes, and manholes within each development are not part of the public infrastructure and are not included in the map.



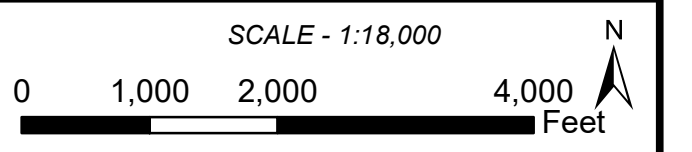
nhc
northwest hydraulic consultants



Legend

- Self Contained Developments
- ▲ Retention Facilities (Excl Self Contained)
- CVSC Outfalls (from CVWD)**
- Outlet Type**
- ▲ Ag Drain
- ▲ Stormwater
- Structures**
- Structure Type**
- Catch Basin
- Curb Inlet
- Inlet
- Manhole
- Conveyance Features**
- Feature Type**
- Pipe
- Swale
- Reported Problem Areas**
- Reported by**
- Reported by Both
- Reported by City Staff (2019)
- Reported by Dudek (2006)
- Rail
- ▭ Coachella Boundary

Note:
The information portayed on this map was compiled from several sources, which were sometimes in contradiction with one another. Considerable judgment was required, and pipe alignments often represent inferred alignments based on topography, site visit, and aerial imagery. No as-built survey was digitized. This map should not be used as a substitute for utility location services.



Coordinate System: NAD 1983 STATEPLANE CALIFORNIA VI FIPS 0406 FEET

Engineer	AJA	GIS	MAO	Reviewer	AJA
Job Number	5004010	Date	08-OCT-2019		

CITY OF COACHELLA SMP

Stormwater System Schematic

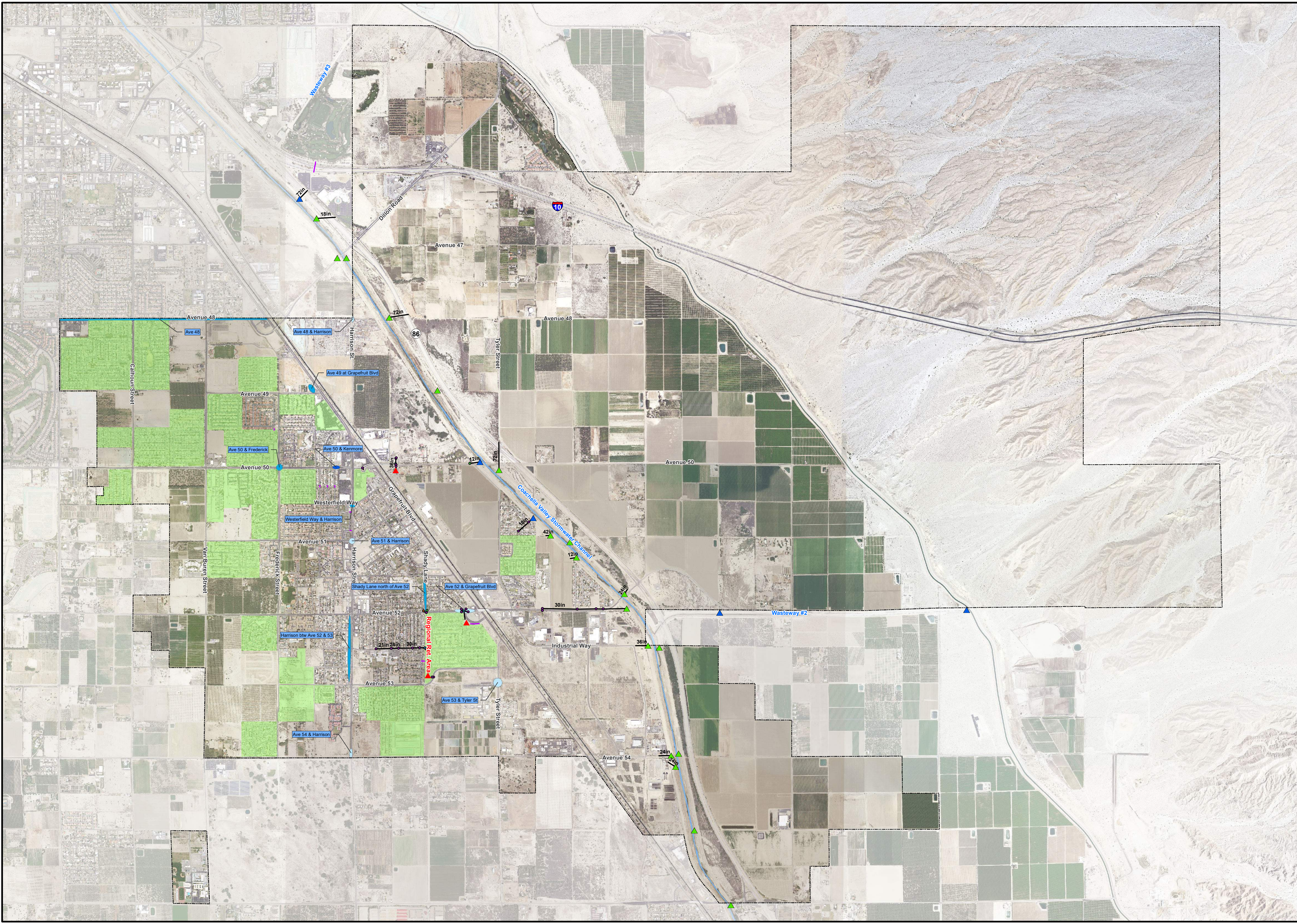


Figure 2-1: Existing Facilities Map

3 HYDROLOGY

3.1 Guidelines

3.1.1 Riverside County Hydrology Manual

The City has adopted the Riverside County Hydrology Manual (RCHM) (Riverside County Flood Control and Conservation District, 1978) to guide the analysis and design of stormwater features within the City. Consequently, NHC utilized the manual to the maximum degree feasible, only deviating and relying on outside sources for information that the RCHM lacked, or when the information in the RCHM was clearly out of date. Information from the RCHM that was used for this study included runoff index numbers, infiltration rates based on those index numbers, and rainfall temporal distributions for the 3-, 6-, and 24-hour events. Antecedent Moisture Condition II was assumed when computing runoff index numbers as recommended by the RCHM for storms of 10 to 100-year magnitude.

3.1.2 NOAA Atlas 14

As alluded to above, some information in the 1978 RCHM is outdated or insufficient. Atlas 14 (National Oceanic and Atmospheric Administration (NOAA), 2014) contains spatially distributed up-to-date estimates for rainfall totals for various return period-duration combinations, as well as statistically-derived temporal distributions for these events. NHC utilized the Atlas 14 rainfall totals (though the differences from the RCHM rainfall totals were fairly minor) to leverage the spatial distribution and several decades of additional monitoring data that were used in their development. NHC also included some Atlas 14 temporal distributions in the model in addition to the RCHM distributions to investigate sensitivity to different storm patterns.

3.2 Design Storm Events

The project team, including NHC, Q3, and City staff, agreed to develop 10- and 100-year return interval design storms at 1-, 3-, 6-, and 24-hour durations for a total of eight design storms. NOAA Atlas 14 was used to determine total rainfall for each event. Rainfall totals were calculated separately for the North, West, and East models by averaging the Atlas 14 point values within each model domain. Because the model area is relatively small (less than 10 square miles), depth-area reduction factors were not applied to the Atlas 14 values.

Multiple temporal distributions were used to generate the design storm hyetographs shown in Figure 1 and Figure . The approach used varied by design storm. The first approach relied on the RCHM temporal distributions for 3-, 6-, and 24-hour events. The RCHM distributions are based on single historical events from the 1930s. These temporal patterns were coupled with the Atlas 14 rainfall totals to produce six design storms (using both 10- and 100-year return interval rain totals). These design storms utilizing the RCHM temporal distributions include “rchm” in their name, both in the model files and the figure legends below.

A second approach used temporal distributions derived from Atlas 14 frequency analyses. The Atlas 14 study considers hundreds of historical events that have occurred in southeastern California. The analyses are available for the 6- and 24-hour events and are further divided into four groups depending on which temporal quadrant contained the peak intensity. The advantage of this approach is that the patterns are based on multiple events and reflect more recent hydrologic conditions; however, it was expected, and confirmed by comparison to the RCHM design storms (Figure 1 and Figure), that aggregating events would diminish peak intensity. To combat this effect, we selected the most conservative pattern with the highest peak intensity for each design storm. Four additional design storms were created using this approach (using both 10- and 100-year return interval rain totals). The design storms developed utilizing Atlas 14 temporal distributions include the number 50 or 90 at the end of their name, both in the model files and the figure legends below. The 50/90 naming convention represents the particular statistical distribution selected from among the suite of distributions found in Atlas 14.

The third and final temporal distribution approach used a nesting method that captures short-duration intensities (e.g., 5-min, 10-min, 15-min) defined by Atlas 14 point precipitation frequency estimates. This is the only approach used to generate the 1-hour design storms. However, this method was also used to create a second set of 3-hour events as a comparison to the RCHM distribution. As Figure 1 shows, the peak intensities are more than doubled using the nesting approach. Again, the values used in the nested temporal distribution approach are based on many historical events in the region contrasted with the single event describing the RCHM distribution. The design storms developed with the nesting approach have “nest” in their name, both in the model files and the figure legends below.

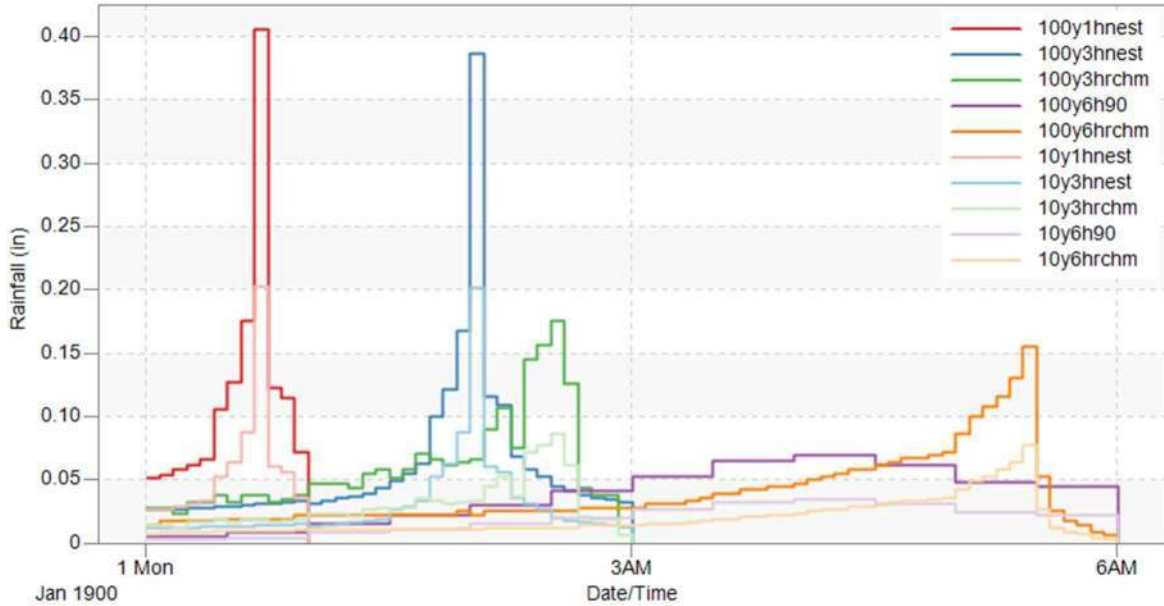


Figure 1-1: Design storm hyetographs for 1-, 3-, and 6-hour duration events (west model events)

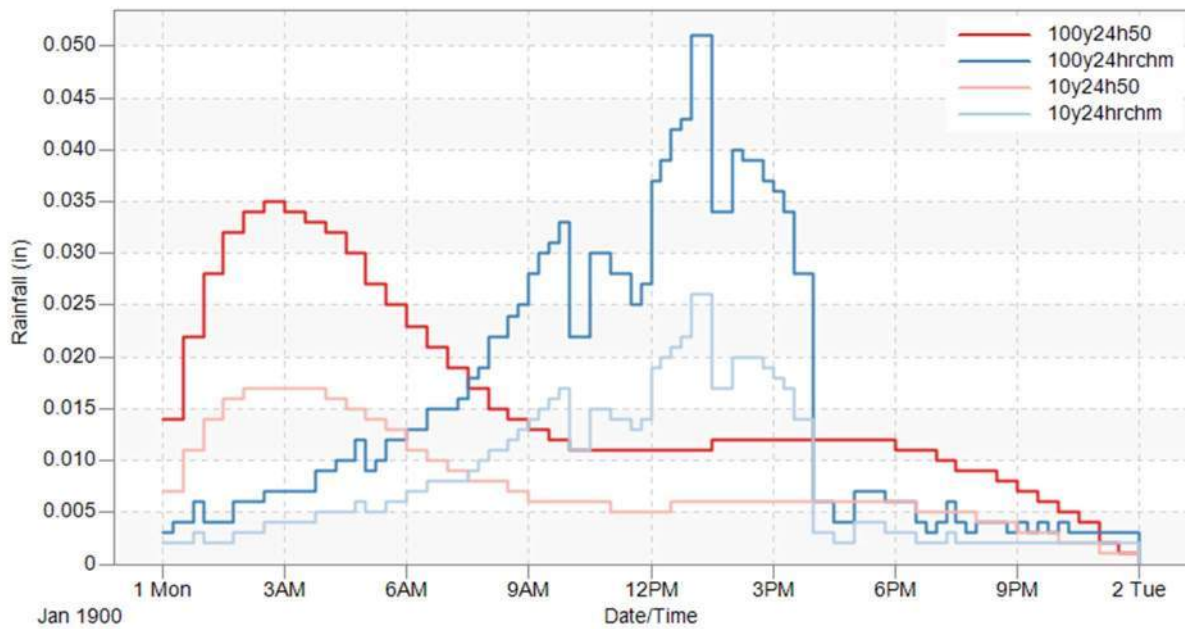
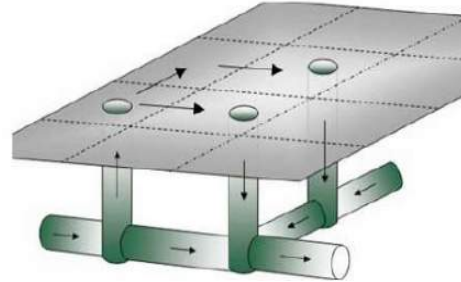


Figure 3-2: Design storm hyetographs for the 24-hour duration events (west model events)

4 Model Development

4.1 Model Selection

PCSWMM was the model selected by NHC, the City, and Q3 for this study. The model includes two-dimensional overland flow capabilities coupled with the industry standard EPA SWMM engine (version 5.1.013) for conduit (1-dimensional) flow. The advantage of this model lies in its flexibility to model a wide range of potential drainage improvement projects, from simple ponds to detention vaults to pump stations. This flexibility will allow future users the ability to use a single model to explore a full suite of alternatives in developing solutions to flooding problems. The PCSWMM model includes both hydrologic and hydraulic capabilities, each of which is described in more detail in Section 4.6.



PCSWMM Linked Surface (2-D) to Subsurface (1-D)

4.2 Model Domain

Three separate PCSWMM models were developed to encompass the study area. The three models are referred to as the east model (east of CVSC), west model (west of CVSC) and north model (portions of Indio that run-on to Coachella). The boundaries of the models are shown in 4-1. Dividing the study area into three distinct modeling regions allowed for a greater level of detail to be represented within each region, as the computational burden was spread over several models.

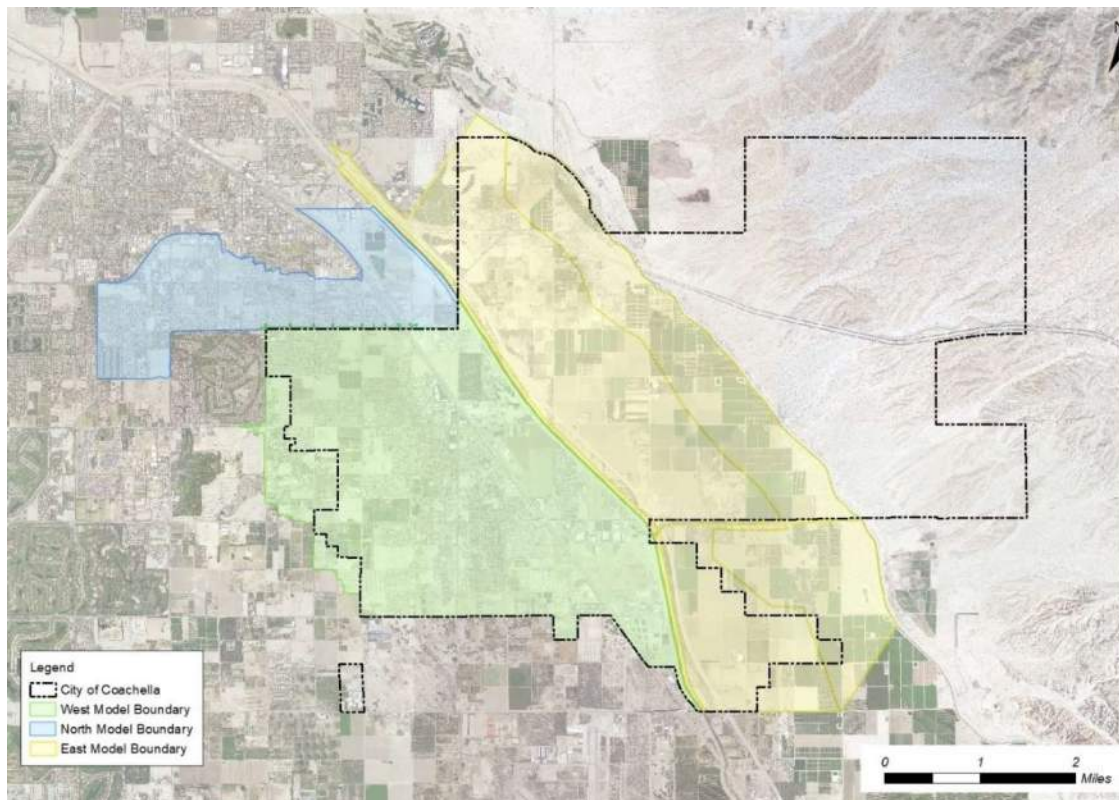


Figure 4-1: Domains of east (yellow), west (green), and north (blue) models

The model extents were defined to encompass the City and portion of Indio that would directly run-on to the City. The far eastern portion of the City, comprised of desert hills, was not included in this study as it was the subject of the East Side Dike study (NHC, 2017). The only outlets in this area are the wasteways, which are included in the east model.

Model extents for the east and west models were determined by examination of the topography; the extent of the north model was determined from both topography and a map of Indio’s stormwater facilities (Webb, 2019), and the assumption that those stormwater facilities have sufficient capacity to divert flows from upstream tributary areas. If any of Indio’s stormwater facilities were to be overwhelmed, it is possible that a larger area could contribute runoff to Coachella’s northern border. No information on any down valley flooding from upstream communities is available at this time, however it could be added as a boundary condition to the model if it becomes available in the future.

4.3 Data Sources

4.3.1 Topography

The topography of the study area is based on the FEMA Riverside County LiDAR dataset developed for FEMA Region 9 (Digital Mapping Inc, 2011). The LiDAR data were provided in feet in the State Plane Zone VI, North American Datum of 1983 (NAD 83) and North American Vertical Datum of 1988 (NAVD 88) projections. The LiDAR data had been processed to meet FEMA standards; checkpoint surveys were completed by Summit Engineering Corporation (2011). The topographic surface for the study area was created by extracting the “bare earth” LAS Point Classification Codes from the LiDAR point cloud and then linearly interpolating to a 1-foot digital elevation model (DEM). However, in a few small areas, the FEMA LiDAR LAS Point Classification Codes were not provided, and elevations from All Returns (including vegetation and structures) are present in the topography.

Due to the fact that the LiDAR data used in this study are eight years old, it is possible that some newer features may not be reflected in the model. Every effort was made to avoid such gaps through the field inspection process, but not every location in the City could be visited.

4.3.2 Soil Type

Soil type distribution throughout the model area was derived from the Soil Survey Geographic (SSURGO) database for Riverside County, California, Coachella Valley Area (USDA, 2017). The primary use of the dataset was to determine the hydrologic soil group (A, B, etc.) for each soil type for use with the Runoff Index Number guidance provided by RCHM (see Section 4.4).

4.3.3 Aerial Imagery

United States Department of Agriculture (USDA) National Agriculture Imagery Program (NAIP) orthophotos from 2016 were used to classify land-uses within the study area. Land-use classification was conducted manually on a parcel-by-parcel basis for a large majority of the study area, but some very large parcels were subdivided into multiple different uses for increased accuracy and resolution. All land was categorized as one of the following land-uses:

- Natural (barren, chaparral, brush)
- Golf
- Agriculture
- Commercial
- Industrial
- Parks and Urban Open Spaces
- Estate Density Residential
- Low Density Residential
- Medium Density Residential

- High Density Residential
- Surface Roads (includes full ROW, typically no median and small shoulders)
- Interstate (includes full ROW, typically large median and large shoulders)
- Water

A representative sample showing the level of detail in the land-use classification is shown in 4-2.

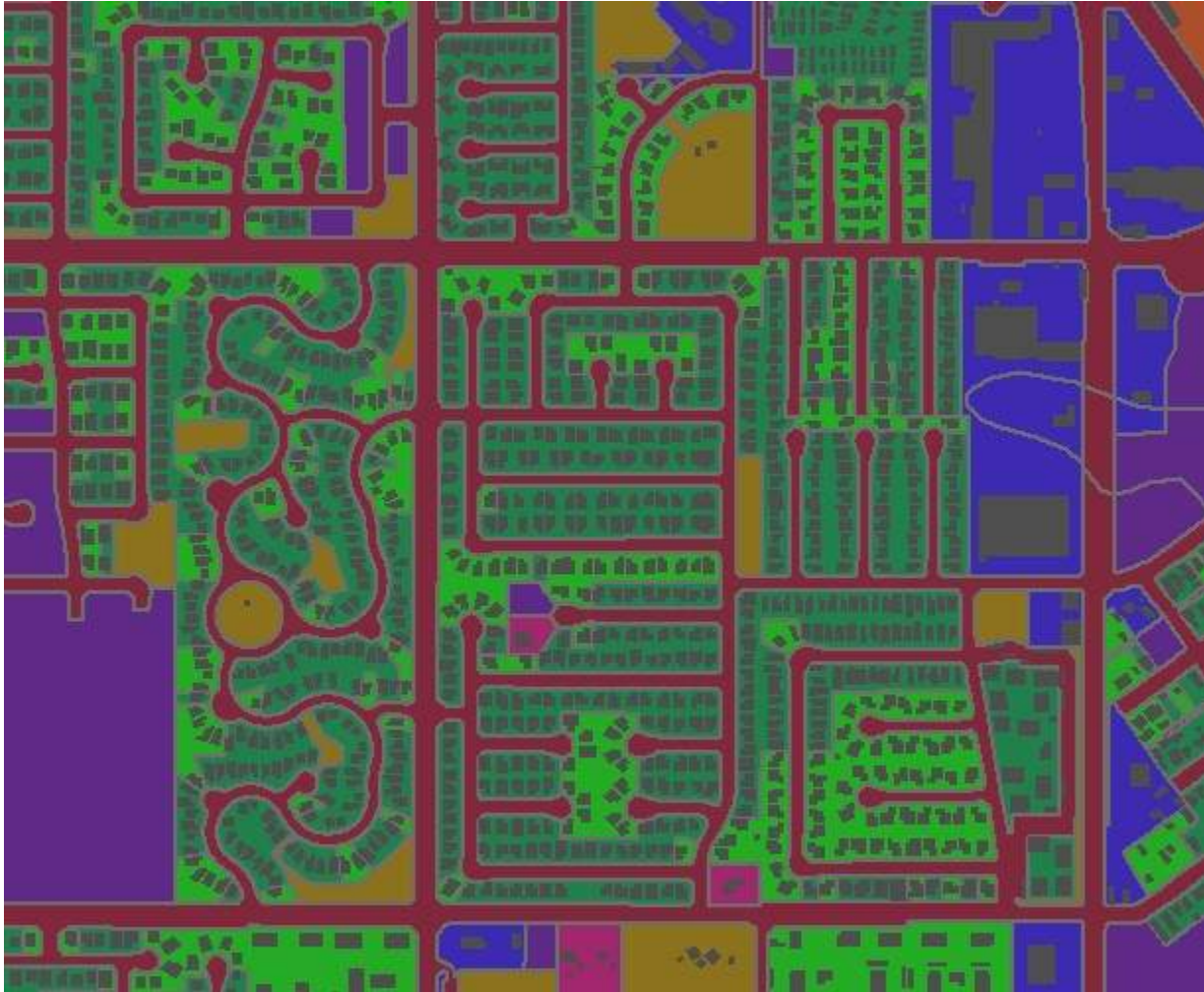


Figure 4-2: Sample of land-use classification detail, with building footprints

4.3.4 Building and Road Coverages

A building coverage layer was used to improve the accuracy of the impervious area tabulation. The building layer was developed and published by Microsoft (2018) and was generated by artificial intelligence analysis of aerial photos. The coverage includes structures as small as approximately 15 square feet and is updated regularly. Within the north, west, and east model domains the building coverage includes approximately 55,000 structures.

A roads coverage was provided to NHC by the City and likewise was used in the tabulation of impervious areas. NHC compared this coverage to recent aerial imagery (2016 NAIP imagery, as well as Google Maps images) and made changes to the coverage where necessary to reflect current conditions (e.g., some roads have been planned but not yet built; these were removed from the coverage).

4.3.4 Existing Stormwater Infrastructure

Information regarding the existing stormwater infrastructure was provided by City staff, Dudek (2006), and CVWD. CVWD provided a point shapefile of known outfalls to the CVSC, including both stormwater and agricultural outfalls. City staff verbally provided additional information regarding underground retention in the Gateway Center, agricultural drains paralleling the Avenues, and stated that curb inlets in the downtown core are dry wells only, not connected to a larger network. City staff also provided a map of newer developments that were designed to retain on-site the runoff from a 100-year storm. These developments are highlighted in orange in 4-3. The highlighted developments within Indio (blue outline) were obtained from Webb (2019).

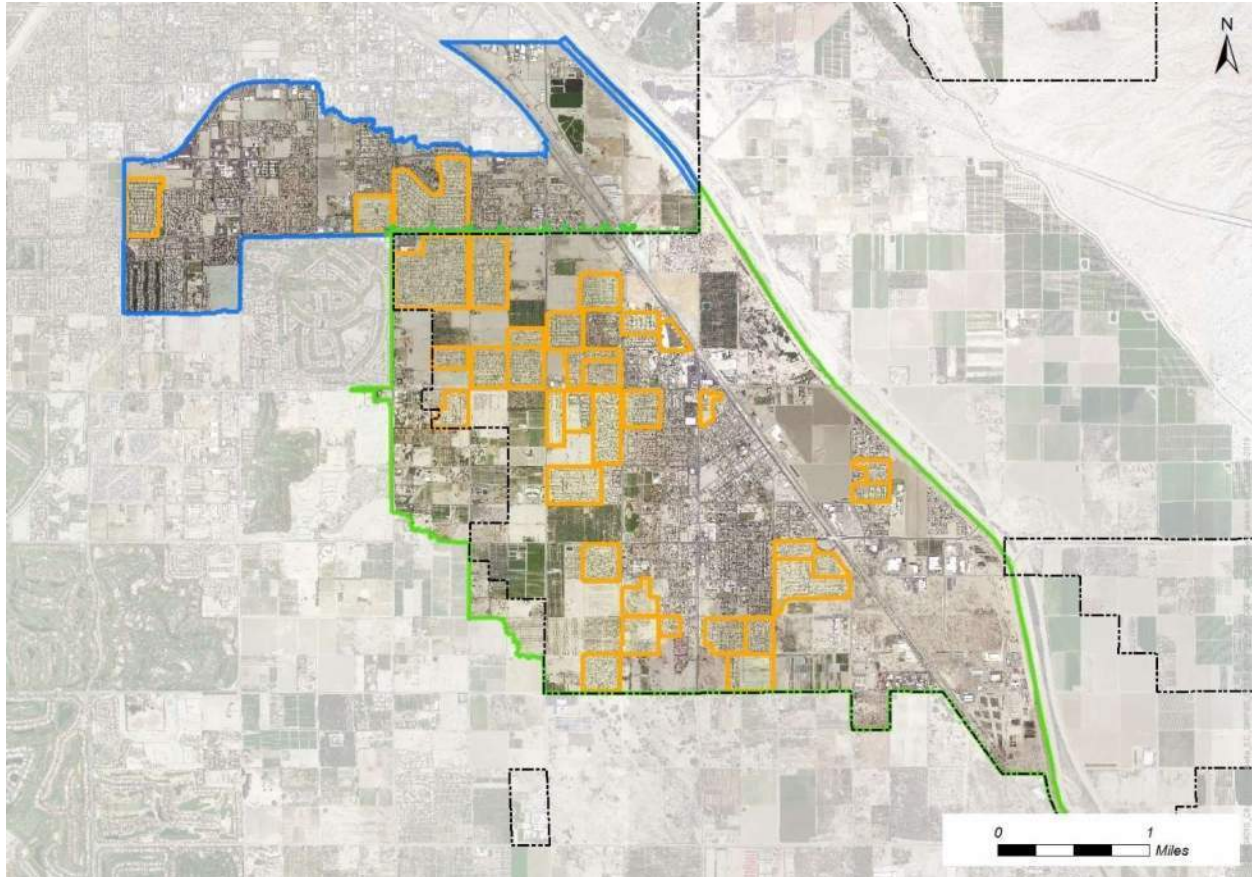


Figure 4-3: Self-contained developments in the study area (orange outline)

NHC's two field inspections, discussed in Section 4.7, confirmed much of the data provided by these sources.

4.4 Development of Land-Use Based Input Parameters

Several key model input parameters vary by land-use and soil conditions. These include roughness parameters, infiltration rates, and impervious area assumptions.

Model roughness parameters were selected from the SWMM 5 User's Manual (EPA, 2010) to the extent feasible. In land-uses with significant building footprints, the roughness values were increased further to approximate the blocking effects of the buildings.

Infiltration rates were calculated from data in the RCHM. Plate E-6.1 in the RCHM presents “runoff index numbers” based on land-use. Plate E-6.2 includes curves for translating the runoff index numbers to infiltration rates. The curve representing antecedent moisture condition II was used to determine the infiltration rate for 10- and 100-year storm events, as recommended by the RCHM. The runoff index numbers selected from Plate E-6.1 are based on the typical pervious cover found within each land-use (e.g., “res/comm landscaping” for developed areas, “irrigated turf” for golf courses and parks, etc.).

Impervious area was calculated individually for each model sub-catchment as the sum of three individual components: building coverage, road coverage, and a “characteristic” additional impervious percentage that varied by land-use. The characteristic impervious percentage represents miscellaneous impervious areas that are not captured by the buildings or road layers. These include, for example, parking lots, driveways, and walkways. The characteristic additional impervious values were calculated by manually delineating all impervious area (from NAIP 2016 imagery) at three representative locations for each land-use type, then subtracting the building coverage and roads coverage to obtain the remaining, miscellaneous impervious areas.

The final land-use/soil dependent parameters are summarized in Table 4-1.

Table 4-1: Land-Use Dependent Model Input Parameters

Land Use Classes	Overland Flow Manning n	Characteristic Additional Impervious %	Infiltration Rate: Soil Group A (in/hr)	Infiltration Rate: Soil Group B (in/hr)	Infiltration Rate Note
Natural (barren, chaparral, brush, etc.)	0.13	1	0.52	0.34	based on runoff index for this land use
Golf	0.15	5	0.63	0.42	based on runoff index for irrigated turf
Agriculture	0.17	1	0.4	0.27	based on runoff index for this land use
Commercial	0.1	93	0.74	0.51	based on runoff index for res/comm landscaping
Industrial	0.1	34	0.74	0.51	based on runoff index for res/comm landscaping
Park / Open Urban Space	0.15	12	0.63	0.42	Based on runoff index for irrigated turf
Estate Density Residential	0.15	3	0.52	0.34	based on runoff index for res/comm landscaping
Low Density Residential	0.2	5	0.74	0.51	based on runoff index for res/comm landscaping
Medium Density Residential	0.25	14	0.74	0.51	based on runoff index for res/comm landscaping
High Density Residential	0.3	22	0.74	0.51	based on runoff index for res/comm landscaping
Road	0.011	na	0.52	0.34	based on runoff index for natural
Interstate Highway	0.011	33	0.52	0.34	based on runoff index for natural
Water	0.01	99	0	0	

Notes

- 1) Infiltration only applies to the pervious portion of the landuse.
- 2) Manning n in commercial, industrial, and residential areas increased to account for building blockage effects
- 3) Infiltration rates applied in subcatchment layer, as well as seepage in 2D conduits layer
- 4) Subcatchments covering multiple land uses or soil types were assigned weighted average properties
- 5) Conduits assigned average properties of two end points

4.5 Model Structure

As described in Section 4.2, three separate models were developed to cover the area of interest. The domains of each model were shown in Figure . This section describes the unique features of each model.

4.5.1 East Model

The east model extends from the CVSC (western boundary) to the Coachella Canal (eastern boundary), and from Airport Boulevard (southern boundary) to Wasteway #3 (northern boundary). This region is dominated by agriculture and features gently sloping terrain from east to west. Wasteway #2 essentially bisects this model into two regions, north and south of the Wasteway.

Because this region features significant terrain relief relative to the flatter portions of the City, an adaptive meshing algorithm was used in the east model. This process generates larger cells where the terrain is flat, and smaller cells in steeper areas. Approximately 29,100 2D model cells are included in the east model. Wasteway #2 is a highly linear feature, so it was represented with 1D cross-sections extracted from as-built drawings (USBR, 1949) rather than 2D cells. The 1D cross-sections are connected to the adjacent 2D cells using side orifices with an elevation offset equal to the elevation difference between the Wasteway and the surrounding terrain at that location, such that water may spill into or out of Wasteway #2 from surrounding areas.

Boundary conditions for the east model include an upstream inflow to Wasteway #2, a downstream free outflow boundary condition for flow entering the CVSC, and a normal depth boundary condition along the southern extent of the model for overland flow leaving the model domain. Peak discharges for the CVSC and local flooding are typically not coincident. Additional runs could be completed if an assessment of coincident water levels is needed. The inflow to Wasteway #2 was taken from NHC (2017), which estimated a 100-year peak flow of 1,740 cfs in Wasteway #2. In comparison, the capacity of Wasteway #2 is estimated to be 3,000 cfs (NHC, 2017). For the 10-year storm, an inflow to Wasteway #2 of 380 cfs was assumed. This value was determined by scaling the 100-year flow by the ratio of 10-to-100 year flows in the FEMA (2018) adopted Flood Insurance Study for Riverside County. Wasteway #3 is not represented in the model as it is outside the City boundary, does not overflow in a 100-year event (NHC 2019), and the field inspection (Section 4.7.3) confirmed no flow would enter Coachella from north of this feature.

4.5.2 West Model

The west model extents are primarily defined by the City boundary on the northern, western, and southern sides and the CVSC on the eastern side. The model boundary includes additional area outside of the City limits to capture possible run-on identified by a topographic analysis. The northern boundary was positioned along the northern side of Avenue 48, extending approximately 50 feet into Indio, to capture the conveyance of the entire street and better simulate run-on from Indio. Approximately 250 feet of the Indio streets intersecting Avenue 48 were also included in the model to achieve similar effects.

The west model's domain is substantially different in character from the east model, with little terrain relief and far more urban development. Therefore, a different meshing approach was adopted in the west model, which utilized rectangular and hexagonal mesh regions. The overriding objective in the west model mesh development process was to represent the existing primary stormwater conveyance system—the street network—in as much detail as possible. The remaining land-use classes could be represented by a coarser grid since the west model terrain is generally flat with a gentle southeast slope. Table shows the type and resolution specified for each of the land-use classes during the mesh generation process. A rectangular grid with 24-foot resolution was used to represent streets, allowing for multiple grid cells to define street cross-sections. Sufficient hydraulic behavior was captured using this approach including roadway gutter ponding in several areas. The final west model mesh contains approximately 95,000 2D cells.

Table 4-2: West and North Model 2D Mesh Type by Land-Use Classification

Land-Use Classes	Mesh Type	Mesh Resolution (ft)
Natural (barren, chaparral, brush, etc.), Agriculture, Commercial, Industrial, Park / Open Urban Space, Estate Density Residential	Hexagonal	250
Low Density Residential, Medium Density Residential, High Density Residential	Hexagonal	100
Road	Rectangular	24
Other	Hexagonal	250

Other notable model features include run-on from a separate model (north model) introduced as a northern boundary condition, gaps in the mesh representing hydraulically self-contained developments (Section 4.6.3), and existing stormwater infrastructure. Run-on from Indio was represented in the west model using flow hydrographs produced from the north model simulations. The runoff at the downstream end of the north model along Avenue 48 was divided into nine zones, splitting road and non-road flow. The hydrographs were assigned to the corresponding junctions along Avenue 48 in the west model, evenly distributing the flow among junctions within each zone. Other west model boundary conditions include normal depth outfalls along the southern boundary and free outfalls representing existing connections from the west model into the CVSC.

The 31 “self-contained” developments in the west model are represented as rating curves derived from each area’s LiDAR surface. Seepage rates associated with the detention pond soil types were applied as a storage unit parameter. Routing within the self-contained developments is not simulated, apparent by the gaps in the 2D mesh. However, overflow during storm events that exceed the developments’ detention capacity was allowed for by positioning conduit features with inlet invert elevations equal to the approximate lowest street crown elevation within the development plus 1.5 feet (Dudek, 2006). The overflow conduits were connected to nearby 2D junctions outside of the self-contained development.

Existing stormwater facility locations in the west model were provided by the City, identified by Dudek (2006), or identified during NHC’s field inspections. Curb and grate inlets were represented in the model as orifice features, connecting the 2D junctions to stormwater facilities. Measurements were taken by NHC where feasible during site inspections and were used, and pipe diameters were reported in Dudek (2006). Reasonable assumptions had to be made in the absence of data in some cases, most notably the slope of the few trunk lines within the City, as the information in Dudek (2006) was incomplete. NHC assumed pipe slopes approximately equal to the ground surface slope. While this assumption is reasonable for a large scale planning tool, slopes should be confirmed with new as-built survey of the infrastructure surrounding any proposed improvements.

The RRA east of Harrison Street, between Avenue 52 and Avenue 53, is the most notable stormwater feature in the City. The RRA was included in the model as part of the adjacent self-contained area rating curves. Several stormwater inlets along Avenue 52 near Shady Lane were connected to this regional facility.

4.5.3 North Model (Existing Condition)

The north model covers the portion of Indio that is believed to drain directly toward Coachella. NHC examined topography and a stormwater infrastructure map of Indio (Webb, 2019) in order to determine the extents of the model. The same meshing techniques and assumptions used in the west model were applied in the north model as well. The model contains approximately 34,500 2D cells and has three self-contained developments. There are no external inflow boundary conditions—an assumption based on examination of the Webb figure. Outflow boundaries include a normal depth boundary along the interface with the west model, and free outflow into the CVSC.

There are no existing studies that quantify the potential down valley overflows from Indio and other neighboring communities into Coachella. The impact of this limitation is unknown. If such information becomes available it could be incorporated as a boundary condition to the north model.

This model is only used to identify current, or existing conditions. The recent City of Indio master plan of drainage shows a complete capture of flow from Jefferson street north, at Avenue 48 and discharges to the CVSC. The construction of this storm drain in Avenue 48 would eliminate the overflow from the north into the City of Coachella. Consequently, this portion of the model is only used for the existing conditions analysis, in addition to understanding potential phased condition, if Avenue 48 is not constructed prior to future storm drain improvements within the City of Coachella. For ultimate conditions, it is assumed that this Indio (Avenue 48) storm drain system is constructed.

4.6 Computational Methods

This section of the report documents how the various input data sources were compiled and implemented in the model environment. Details of the calculation methodologies adopted are also discussed.

4.6.1 Hydrologic Model Component

SWMM is equipped to compute infiltration using a variety of methods. Based on guidance described in the RCHM, NHC determined that a constant infiltration rate is best suited for the present model. The RCHM provides runoff index numbers by land cover type and associates them with infiltration rates typical for the local geology. Since there is no explicit constant infiltration computation method in PCSWMM, the standard Horton method was adapted to produce a constant infiltration rate by using equivalent values for minimum and maximum rates.

The infiltration rates are assigned at the subcatchment level and were computed using an area-weighting scheme based on the combined land-use/soil infiltration values listed in Table 4-1. Additional subcatchment parameters, including percent impervious and Manning n, were calculated using the same area-weighting approach. Slope for the subcatchments was calculated using a down-sampled 30-foot resolution raster in order to smooth out micro-undulations in the topography and provide a more realistic, hydrologically effective slope for the subcatchments.

4.6.2 Hydraulic Model Component

Excess rainfall from the hydrologic model's subcatchments is input to hydraulic model junctions for routing. The 2D cells used in the hydraulic model are the same size and shape as the subcatchments used in the hydrologic model. Therefore, each 2D model cell receives inflow from the hydrologic subcatchment that it overlays.

Routing is via conduits that connect the nodes found near the center of each grid cell. Conduits were included to represent both overland flow and subterranean pipes, where applicable. Parameters for the overland flow conduits are based on the land-use/soil combination where they are located. Values for Manning n and infiltration (conduit "seepage" in PCSWMM terminology) were extracted from the land-use/soil combination layer at conduit endpoints, and an average of the two endpoints was assigned to each overland flow conduit. Underground pipes have standard pipe roughness values and no seepage. Table 4-1 lists the Manning n and seepage (infiltration) values used when assigning values to the conduit end points.

Dynamic wave routing was utilized in the calculations to more accurately account for any rapid changes in hydraulic conditions that may occur over the course of the simulation. Default time steps ranged from 0.5 to 2 seconds, and the variable time step option was engaged.

4.6.3 Special Case: Self-Contained Developments

Developments identified by the City as "self-contained" were designed to retain runoff from a 100-year, 24-hour storm on-site. These developments, shown in Figure as well as the Storm System Map in Appendix A, typically have at least one retention pond and a local stormwater network to convey flows to the pond. Plans for the individual stormwater networks were not readily available, so could not be modeled explicitly.

The modeling approach for these areas was to treat them as large, single cells connected to detention ponds. This approach eliminates the need to model the details of each respective local stormwater network by routing all runoff within the development directly to the detention facility. Stage-storage curves were developed for each development from LiDAR, as discussed in Section 4.5.

Without direct knowledge of the stormwater networks within these developments, setting the elevation at which water begins to spill out of the detention pond to neighboring areas requires an assumption. This is especially true in developments that have multiple detention facilities, resulting in a stage-storage curve with numerous inflection points. A variety of possible "spill out" elevation triggers were considered and tested. The adopted approach assumes that the lowest elevation street within each self-contained

development would be allowed to flood up to 1.5 feet before spilling out of the development to neighboring areas. This value was referenced as the maximum allowable ponding for new developments in Dudek (2006), and is also consistent with the RCHM, which allows the 100-year flood to inundate local streets so long as it remains in the right-of-way. This spillout elevation assumption could be refined with survey of development outlet works or procurement of as-built drawings.

4.7 Existing Conditions Model Refinement

4.7.1 General Sensitivity Tests

A wide variety of model mesh resolutions and meshing techniques (hexagonal, rectangular, directional, adaptive) were tested in order to determine optimal mesh parameters. Much of this effort revolved around determining the resolution needed to capture small-scale flooding features, while simultaneously not overburdening the computer with an unnecessarily dense mesh. This trade-off was resolved by varying the mesh parameters according to land-use, so that streets (the primary conveyance pathways in Coachella) were represented in detail, while agricultural areas were coarser in resolution. Commercial, Industrial, and Residential land-uses received an intermediate mesh resolution. The underlying assumption with this approach is that excess rainfall within a particular area is routed through one or two coarser grid cells to the nearest street, where it is then conveyed using a detailed mesh. The final selected mesh size parameters were discussed in Section 4.5.

Tests were also conducted to determine whether curbs and building blockages should be added to the model. For curbs, it was determined that the resolution of the mesh within the street right-of-way was sufficient to capture the change in elevation associated with the curb, and adding curb lines did not significantly alter results. In considering whether to include building footprints as blockages, it was determined that the mesh resolution required to accurately mesh around and in between buildings was too fine to be applied on a city-scale model. Furthermore, buildings are not considered to be major barriers to flow in the City during local runoff events.

4.7.2 Existing Conditions Preliminary Results

A preliminary model was constructed using information from available GIS data and reports, and preliminary model results indicating flooding in various areas of the City were presented to City staff on June 10, 2019. NHC and City staff together reviewed the preliminary results, and City staff provided feedback on how closely the model results matched their general observations. Overall, the preliminary results were encouraging, accurately reproducing flooding in most known problem areas. An example of the level of detail included in the preliminary results is shown below in Figure 4-4.



Figure 4-4: 100-Year Existing Condition Model. The corner of Cesar Chavez and Westerfield Way, near the center of the image, is a known frequent flooding area.

While the preliminary model reasonably reproduced flooding in known problem locations, it also indicated flooding in areas with no history of flooding. Discussion with the City resulted in clarifications with staff, indicating the presence of curb inlets that connect to a nearby ponds or drainage lines. Each of the discrepancy locations were field-verified to ensure the type and location of the infrastructure.

4.7.3 Post Field Visit Refinements

As described above, following the presentation and discussion of preliminary model results, sites were visited at locations where preliminary results were not in accordance with City staff experience, and areas where City staff described infrastructure (curb inlets) not reflected in the preliminary model. Subsequently, the model mesh was further refined and these drainage features were added to the model, significantly improving the model results compared to City descriptions of flooding locations. A comparison of preliminary model results and refined results is shown below in Figure 4-5.

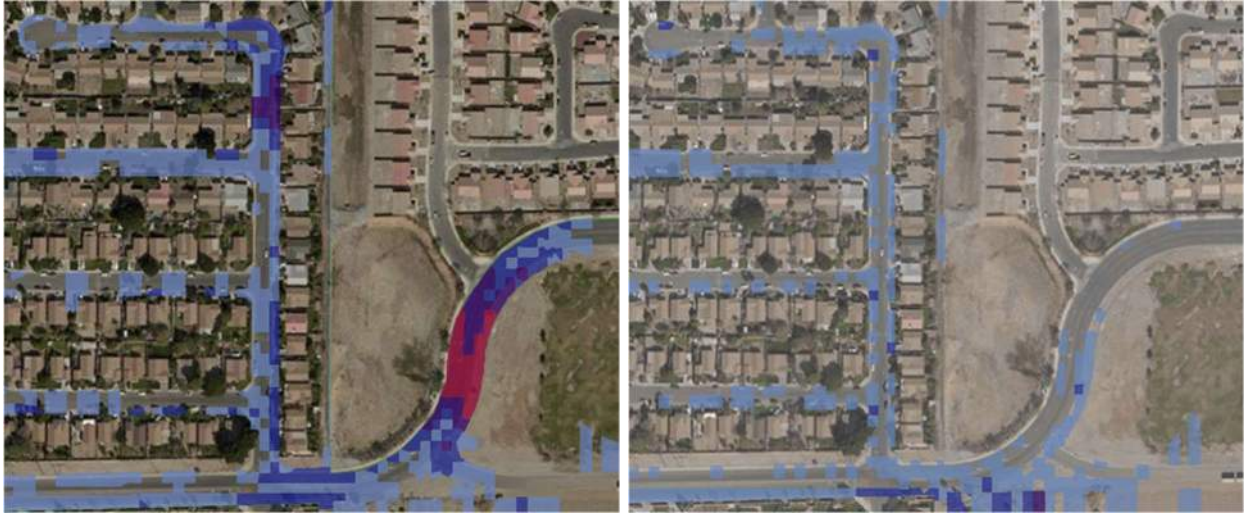


Figure 4-5: Comparison of preliminary (left) and post (right) field visit refined model results

In addition to adding curb inlets that were missing from the preliminary model, the interface between the north (Indio) and west (Coachella) models was refined to better represent observed flooding along Avenue 48 to more accurately predict current conditions. The boundary between the two models was shifted north of Avenue 48 in order to avoid a model boundary interface occurring in an area of interest. The run-on from the north (Indio) model to the west model was also further subdivided into eight separate run-on locations, each with their own hydrograph, as described in Section 4.5.

4.7.4 Existing Condition Model Results

Each of the models (east, west, north) were run for 14 different design storms, as detailed in Section 3.2. No historical events were simulated; therefore, no direct comparison between model results and observed conditions for a specific event is possible. The highly localized nature of severe storms in this region, coupled with a relatively sparse rainfall gauge network, would lead to a high degree of uncertainty in any such historical event comparison.

A qualitative assessment of model performance was completed during meetings with City staff, wherein City staff confirmed frequent flooding in many locations the model indicated drainage problems. After implementing the findings from the second field investigation, the agreement between model flooding patterns and City staff descriptions of flooding was considered good. Avenue 48, the boundary between Coachella and Indio and between the north and west models is an area of interest for the City, as substantial flow has been observed from Indio onto the Avenue. The model results for the 3-hour nested hydrograph simulations indicate peak runoff of 42 and 174 cfs (10- and 100-year, respectively) exiting the north (Indio) model and entering the west (Coachella) model along this boundary. Avenue 48 average flood depths in the outer travel lanes for these two events are approximately 0.25 and 0.5 feet (10- and 100-year, respectively), with maximum depths of 0.6 and 0.75 feet. These are average values over a 24-ft grid cell with elevation sampled near the centroid. Depths at the road shoulder would be around 0.2 feet greater, or near 1-foot in the 100-year case. This matches reasonably well with video evidence presented by the City of a severe storm in August 2013.

Another indication of model accuracy was obtained by examination of the self-contained regions during 100-year, 24-hour events. As noted above, these developments were designed to retain the anticipated runoff from such a storm on-site. In examining the model results, four of the 31 self-contained regions in the west model have spillout in this event, with a maximum spillout flow rate of approximately 6 cfs. This result is considered verification of the model approach and assumptions, since it indicates that runoff volumes computed with the PCSWMM model are in close agreement with runoff volumes anticipated by

the designers of these developments. It would be cause for skepticism if no self-contained developments had spillout, or if a large number of them did.

4.7.5 Existing Condition Discussion

A PCSWMM model of the City, as well as the areas that drain onto it, was developed as a planning tool to inform the City’s Stormwater Master Plan. Design storms (10- and 100-year, 1-, 3-, 6-, and 24-hour duration) were developed using the RCHM and NOAA Atlas 14. Physical features were included from various GIS data sources, prior studies (Dudek, 2006), and communication with City staff. The model utilizes a distributed subcatchment approach wherein hydrologic computations (rainfall, infiltration, runoff) occur on the same scale as the hydraulic computations.

4.8 Proposed Condition Models

4.8.1 Design Criteria

In agreement with the City and CVWD, the hydrology prepared for this study included the 1-percent annual chance (100-year) and 10-percent annual chance (10-year) storm events. The 100-year annual chance event represents the minimum typical design standard for flood protection within the City. The study criteria used this storm event to evaluate the minimum level of flood protection, with the goal of identifying proposed improvements to maintain one dry lane in each direction within major street arterials for emergency vehicle access.

The majority of the streets and storm drain systems within the focused study area drain directly to storm water retention basins or are allowed to spread over natural areas and sumps. City standards indicate that street sections should be design for the 1-percent annual chance, 24-hour storm event. However, retention basins are designed based on the worst case of the 1-percent annual chance event for the 1-, 3-, 6-, or 24-hour durations.

Due to the flat grades in the study area and the influence of the retention basins on the flood protection in the street sections, it was determined that the street sections and associated storm drain systems should also be evaluated and designed for the worst case of the 1-, 3-, and 6-hour duration events.

The goal for the general drainage path of the City was to discharge flows into the CVWC. Due to size of the overall CVWC watershed, it was assumed that the timing of the peak runoff from the City would commence prior to the peak of the CVWC. The tailwater condition for the PCSWMM models was allowed to “free flow” at the outfall. It is recommended that each of the main outlets into the CVWC be flap gated, to restrict flows surcharging into the proposed storm drain pipes.

4.8.2 Proposed Condition Modeling Process

Storm Drain Main Lines

Using the guidelines identified in Section 4.8.1, drainage improvement concepts were identified to alleviate existing flood hazard areas that did not meet City criteria using PCSWMM. Preliminary alignments and sizes for conceptual improvement alternatives were estimated, and the concepts incorporated into the baseline exiting condition models. The models were re-run with the proposed improvements and the results were evaluated to determine the benefits of the conceptual alternative. Facility sizes and alignments were refined and re-run as necessary to optimize the flood hazard reduction associated with each alternative. The performance for each of the potential alternatives was tested for the 100-Year storm events. The results of the proposed condition analyses and a discussion of the conceptual alternatives identified for each sub-area are discussed in below.

Tailwater Conditions

The outfall of each major line terminates in the CVSC. Channel hydraulics for the CVSC were acquired from the Oasis/Valley Floor Area Stormwater Master Plan, prepared by Webb and Associates in April 2015.

A subsequent HEC-RAS analysis was provided by CVWD that updated the maximum 100-year water surface elevations. Due to the large variation in tributary drainage sizes between the CVSC watershed and the City outfall watersheds, this study assumed normal depth at the outfall. The outfalls do, however, will need to be flap-gated to eliminate surcharging when the CVSC peak stage occurs. Invert elevations for the proposed outfalls will be located above the channel inverts (as listed in the latest HEC-RAS model run), and verified with aerial topography to ensure the flap gates do not become obstructed by sediment as the channel invert changes over time.

Catch Basin Inlets

In PCSWMM, locations for flow capture are identified to reduce localized flooding at targeted locations. In this model, flows are intercepted by allowing flows on the surface to communicate directly with the subsurface (storm drain) at given junctions using an “full interception” technique. All flows that cross this node will be intercepted and conveyed to the subsurface storm drain. If the storm drain can handle the flow, it passes it downstream. If the intercepted flow is greater than the capacity of that storm drain, flows are restricted, and passed back to the surface. This is considered downstream or (outlet) control, which entails the storm drain mainline itself controls the water surface elevation. The next step is to size catch basin inlets capable of intercepting this calculated flow from PCSWMM. Standard catch basin sizing software, using FHWA criteria and guidelines. Proposed catch basins were located at PCSWMM junctions based on direction of surface flow, at low points, or where flows would congregate based on topography.

4.8.3 Facility Priority Evaluations

A priority ranking has been developed based on the projects of greatest importance. A process has been prepared to determine which projects should be constructed first when funding becomes available. The three priorities are summarized below: Refer to Figure 5-10 for a map containing priority storm drains.

- **Priority 1 (*highest priority*)**
 - Local Streets – Existing streets and storm drain systems where flood depth is above the right-of-way in the 10-year storm event.
 - Arterial Streets - Existing streets and storm drain systems where flood depth is above the right-of-way in the 10-year storm event.
 - Frequent Flooded Locations – Areas of known frequent flooding that produce recurring property damage of critical facilities or major roadways.
- **Priority 2**
 - Local Streets – Existing streets and storm drain systems where flood depth is above top-of curb in 10-year event or right-of-way in the 100-year storm event.
 - Arterial Streets - Existing streets and storm drain systems where flood depth is above the top of curb in 10-year event or right-of-way in the 100-year storm event.
 - Frequent Flooded Locations – Areas of known frequent flooding that produce recurring property damage of local facilities or roadways.
- **Priority 3**
 - Arterial Streets - Existing streets and storm drain systems where flooded width is greater than 17 feet in the 10-year storm event.
 - Frequent Flooded Locations – Areas of known recurring flooding within roadways for 100-year storm events.

4.8.4 Cost Estimates

Cost estimates were created for each of the conceptual alternatives. The unit prices were developed in cooperation with the City and current market values. The cost includes proposed main line facilities, catch basin inlet estimates, junction structures, outlet structures, and asphalt removals and replacement costs. The costs for the actual facilities described above are used to establish a project subtotal. Additional project contingency costs are added based on this subtotal price.

Pipe costs are calculated based on linear foot and include costs for excavation, shoring, bedding, backfill, compaction, removal of excess material, and trench resurfacing. Reinforced concrete box (RCB) facility costs were calculated based on a unit price of reinforced concrete (per cubic yard). This value was then converted into a linear foot price.

The project contingency costs were based on a percentage of project subtotal cost and varied based on the size and location of each project. The following values were assigned as follows:

- Mobilization, Bonds, Insurance & Permits = 10-25%;
- Engineering, Survey, Soils, and Staking = 15-20%;
- Utility Relocation = 5-10%; and
- Construction Contingency = 20%.

These values are only planning level estimates and may vary per project. Utility relocations can vary greatly depending on quantity and complexity of utility. These true costs will become better known during the final design phase of each specific project as more detailed site-specific subsurface investigations are undertaken. A detailed cost analysis is presented in Section 5.

5 Drainage Area Results

Four main storm drain alignments were identified to improve the drainage issues within the urbanized areas of the City of Coachella. The area east of the CVSC were evaluated and no major drainage issues identified. Future development of this area should require development to mitigate runoff to existing conditions. Below are detailed proposed project descriptions. For full watershed map, refer to Exhibit A.

5.1 Line A

Line A is the smallest of four (4) proposed main storm drain lines in this study. It is located along Avenue 48, just west of the CVWC and is proposed to mitigate the known flooded area at the corner of Avenue 48/Harrison Street. This system is part of a solution proposed by both City of Coachella and City of Indio.

The City of Coachella Master Plan covers the east portion of Avenue 48, east of Highway 111. Line A is the northernmost facility proposed for the SMP and generally drains the area bound by Avenue 48 and Dillon Street. The tributary drainage area for Line A is approximately 90 acres, bound by Grapefruit Boulevard to the east, Dillon Road to the north and Avenue 48 to the south. See Figure 5.1.

Currently, extensive flooding occurs along a majority of Avenue 48, both east and west of Highway 111. To the west of Highway 111, almost all of the tributary drainage area is within the City of Indio, to the north. The City of Indio recently completed a drainage master plan that included areas tributary to Avenue 48 and proposed a storm drain within Avenue 48 that extends from west to east, discharging into the CVWC at Dillon Road. This proposed line along Avenue 48 was assumed to be a part of the Ultimate Condition drainage plan for the City of Coachella. Consequently, no storm drain system is proposed west of Highway 111 as part of this Master Plan. Until the City of Indio constructs this line, runoff from the City of Indio will continue to cause flooding issues at Avenue 48 and potentially continue south into the City of Coachella.

5.1.1 Proposed Alternative

The proposed system includes a 1,600 linear foot 24-inch RCP pipe that captures flows near the intersection of Avenue 48 and Harrison Street and discharges into the CVSD channel. This system mitigates an area of known and recurring flooding along the eastern portion of Avenue 48. A system of 5 catch basins will capture a total peak flowrate of approximately 8.5 cfs (100-year storm). Figure 5.2 shows the proposed alignment.

Although this system is small, the ponding that currently occur at the eastern portion of Avenue 48 has no outlet, as the CVSWC is leveed. The maximum water surface in the CVSWC is low enough to allow for gravity flow from the proposed catch basin inlets, without surcharging.

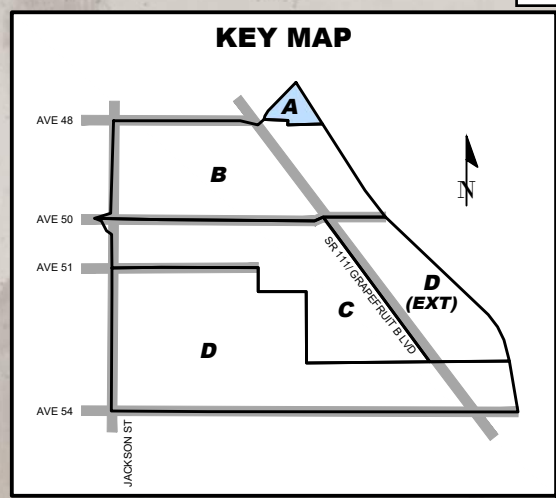
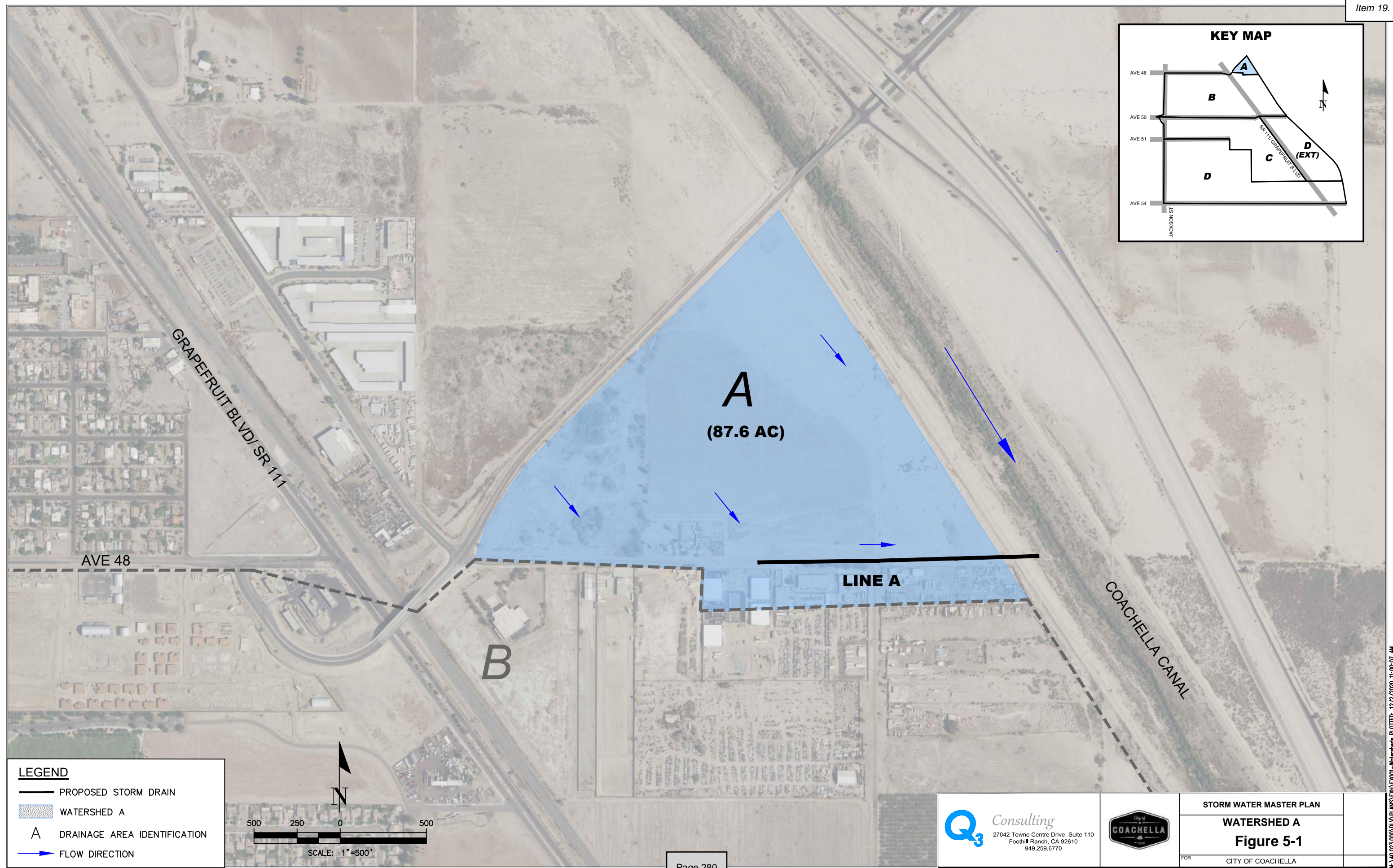
The outfall discharges into the CVSC at an invert elevation of -69.8. Based on our topographic data, the invert of the channel at this location is -71.4. According to CVWD's latest HEC-RAS analysis, this location at approximate channel station 86+782 has an invert of -80.1, with a maximum 100-year water surface elevation of approximately -62.8. This outfall should be equipped with a flap-gate and final invert should be established during final design.

5.1.2 Cost Estimate

For the system, the Q3 team has provided a recommendation constructing storm drain facilities. Table 5-1 gives a summary of the construction cost estimates and the recommended system within the Line "A" area. See Appendix C for detailed cost estimates.

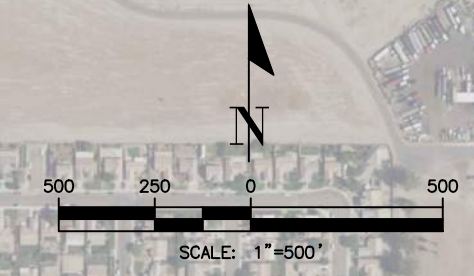
Table 5-1: Line “A” Cost Estimate Summary

Item	Type/Quantity	Total Project Cost
		(2020 \$)
Storm Drain Mainline	24-Inch RCP (1,630 LF)	\$204,000
Inlets	4' Curb-Opening Catch Basins (5)	\$75,000
Junction Structures	2	\$15,000
Outlet Structure	(1) CVSD Outlet Facility	\$20,000
Remove & Replace AC	16,330 SF	\$82,000
Traffic Control	Lump Sum	\$20,000
Subtotal		\$416,000
Mobilization, Bonds, Insurance & Permits	LS (25%)	\$104,000
Engineering, Survey, Soils, and Staking	LS (20%)	\$84,000
Utility Relocation	LS (10%)	\$42,000
Contingency	LS (20%)	\$83,000
LINE “A” TOTAL COST		\$729,000



LEGEND

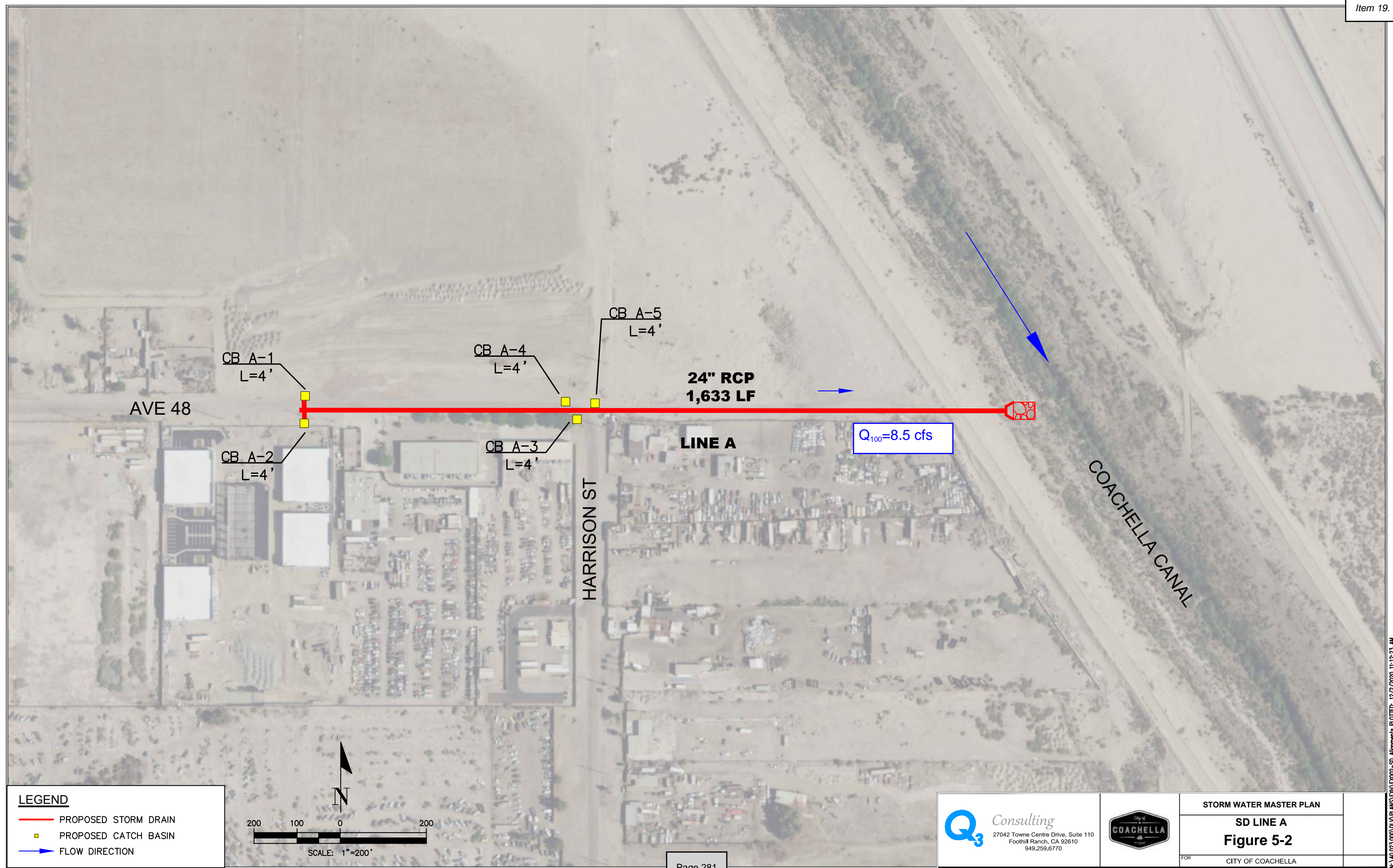
- PROPOSED STORM DRAIN
- ▨ WATERSHED A
- A DRAINAGE AREA IDENTIFICATION
- ➔ FLOW DIRECTION



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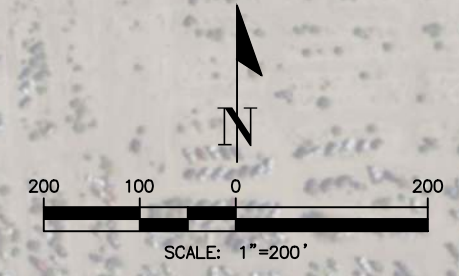


STORM WATER MASTER PLAN
WATERSHED A
Figure 5-1
FOR CITY OF COACHELLA



LEGEND

- PROPOSED STORM DRAIN
- PROPOSED CATCH BASIN
- ➔ FLOW DIRECTION



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STORM WATER MASTER PLAN

SD LINE A

Figure 5-2

FOR CITY OF COACHELLA

5.2 Line B

Line B's tributary drainage area is approximately 1,600 acres generally bound by Avenue 48 to the north, Avenue 50 to the south, Jackson Street to the west, and the CVSC to the east. The general flow path is from northwest to southeast, where currently, surface runoff is conveyed via surface to Avenue 50 towards the CVSC. Known flooding locations exist at Avenue 50 and Frederick Street, Avenue 50 and Kenmore Street, and Avenue 49 and Grapefruit Blvd (Highway 111). See Figure 5.3.

The proposed Line B begins on Avenue 50 at Frederick Street and extends eastward along Avenue 50 to Grapefruit Blvd., where it joins Lateral B-1 under the overpass. Lateral B-1 begins at the Highway 111/Avenue 49 intersection and flows south along Grapefruit Blvd. to the Line B junction. From the junction, Line B extends eastward to CVSC where it is discharged.

5.2.1 Proposed Alternative

The proposed system includes a 3,600 linear foot 48-inch RCP pipe that captures flows at the intersection of Avenue 50 and Frederick Street to the intersection of Avenue 50 and Highway 111, where the Lateral B-1 junction exists. From this junction to the CVSC, 3,950 linear feet of 3-foot high by 5-foot wide reinforced concrete box (RCB) is proposed, discharging flows to CVSC. The proposed facility (Line B) includes 3,455 linear feet of 48-inch diameter RCP. Figure 5.4 shows the estimated pipe sizes and lengths associate with this alternative alignment.

Line B contains multiple proposed inlets along Avenue 50. Improved inlets are proposed at Frederick Street, Avenida De Oro, near Avenida De Plata, Harrison Street, Highway 111 and at Tyler Street. A total of thirteen (13) inlets are proposed along Line B. Along Lateral B-1, three inlets are proposed at 49th Avenue and one at Park Lane. Two more inlets are located along Grapefruit Blvd. Prior to the junction of Line B with Lateral B-1, Line B has a maximum 100-year peak flowrate of 67.7 cfs. Lateral B-1 has a maximum peak flowrate of 14.5 cfs. Line B downstream of the junction contains a maximum peak 100-year flowrate of 82.9 cfs.

The outfall discharges into the CVSC at an invert elevation of -86. Based on our topographic data, the invert of the channel at this location is -95. According to CVWD's latest HEC-RAS analysis, this location at approximate channel station 82+386 has an invert of -91.0, with a maximum 100-year water surface elevation of approximately -72. This outfall should be equipped with a flap-gate and final invert should be established during final design.

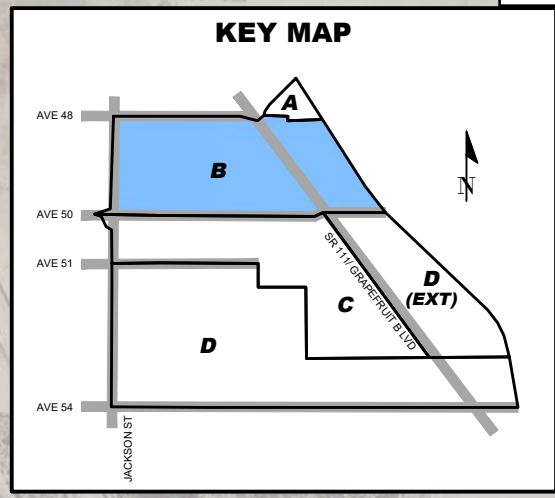
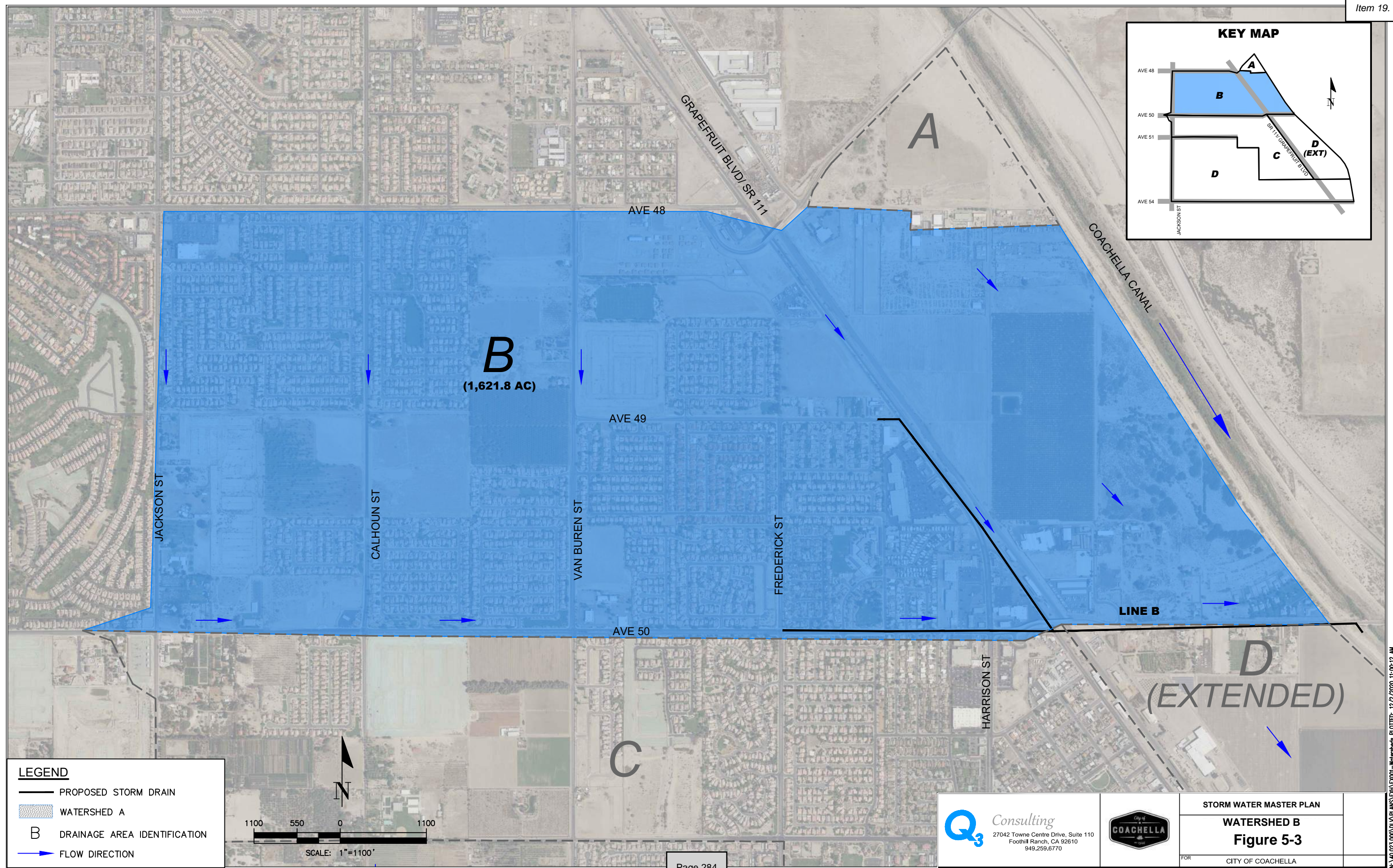
Construction issues associated with this alignment will include coordination with landowners along the easterly leg of the alignment and Caltrans as the alignment crosses the Highway 111 right-of-way. The alignment also traverses under the Union Pacific railroad, which will require special design and construction considerations. East of the railroad, the current land use is open space with a future land use designation of light industrial. The City will have to coordinate with landowners to establish a drainage easement.

5.2.2 Cost Estimate

For the system, the Q3 team has provided a recommendation constructing storm drain facilities. Table 5-2 gives a summary of the construction cost estimates and the recommended system within the Line "B" area. See Appendix C for detailed cost estimates.

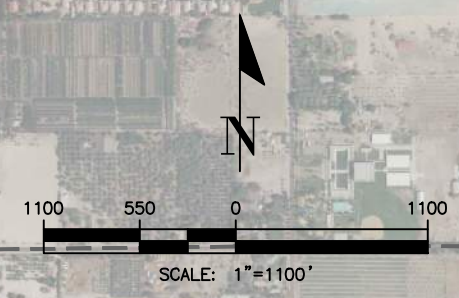
Table 5-2: Line “B” Cost Estimate Summary

Item	Type/Quantity	Total Project Cost
		(2020 \$)
Storm Drain Mainline	24-Inch RCP (2,031 LF)	\$254,000
Storm Drain Mainline	30-Inch RCP (1,590 LF)	\$278,000
Storm Drain Mainline	48-Inch RCP (3,455 LF)	\$777,000
Storm Drain Mainline	3'H x 4'W RCB (4,043 LF)	\$1,274,000
Inlets	4' Curb-Opening Catch Basins (2)	\$30,000
Inlets	7' Curb-Opening Catch Basins (4)	\$72,000
Inlets	14' Curb-Opening Catch Basins (7)	\$175,000
Inlets	21' Curb-Opening Catch Basins (1)	\$175,000
Junction Structures	4	\$30,000
Outlet Structure	CVSD Outlet Facility	\$75,000
Tunnel Under Railroad	Lump Sum	\$750,000
Remove & Replace AC	111,190 SF	\$778,000
Traffic Control	Lump Sum	\$75,000
Subtotal		\$4,743,000
Mobilization, Bonds, Insurance & Permits	LS (10%)	\$474,000
Engineering, Survey, Soils, and Staking	LS (15%)	\$712,000
Utility Relocation	LS (5%)	\$237,000
Contingency	LS (20%)	\$949,000
LINE “B” TOTAL COST		\$7,115,000



LEGEND

- PROPOSED STORM DRAIN
- ▨ WATERSHED A
- B DRAINAGE AREA IDENTIFICATION
- ➔ FLOW DIRECTION



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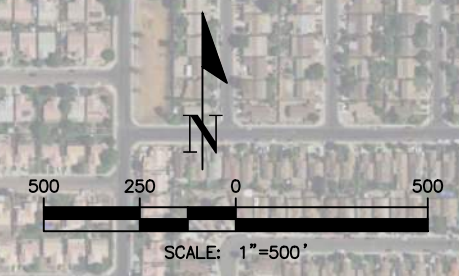


STORM WATER MASTER PLAN
WATERSHED B
Figure 5-3
 FOR CITY OF COACHELLA



LEGEND

- PROPOSED STORM DRAIN
- PROPOSED CATCH BASIN
- RETROFIT EXISTING CATCH BASIN
- ➔ FLOW DIRECTION



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STORM WATER MASTER PLAN
SD LINE B
Figure 5-4
 FOR CITY OF COACHELLA

5.3 Line C

Line C is one of the largest of the proposed drainage systems routing the stormwater runoff from approximately 2,060 acres of tributary drainage area. The general drainage watershed tributary to Line C can be seen in Figure 5.5, capturing runoff south of Avenue 50, and north Avenue 53. To the west, the drainage area is shared with Line D drainage.

The headworks of proposed Line C begins along Harrison Street at the Westerfield Way intersection. The proposed main line traverses east and south along City streets, utilizing existing facilities where possible. Line C eventually discharges into Line D at Avenue 54.

Since Line C proposes to join Line D, the portion of Line D downstream of the Line C intersection must be constructed first, prior to construction of Line C. The benefit of joining these two lines is mainly due to the constructability issues with conveying flows east, under both Highway 111 and the railroad tracks. By minimizing these crossings, costs savings are captured also by minimizing the pipe needed to discharge to the east in the CVSC.

5.3.1 Proposed Alternative

Line C includes a 36-inch RCP that extends south along Harrison to Bagdad Avenue where it transitions into a 48-inch RCP and jogs east to Shady Lane where it joins Lateral C1 from the north at the Shady Lane intersection. After the junction, a 60-inch Line C continues south along Shady Lane to Avenue 52, where it discharges into the existing basins. A series of four existing linear detention basins have been constructed to attenuate low flows and allow large flows to overtop. At the end of three linked basins, a fourth basin captures flows and infiltrates. Currently, large flows discharge over the Avenue 53 roadway. The proposed Line C will capture these large flows in this fourth basin, and route them east to Tyler Street. At Tyler Street, flows will be conveyed south to confluence with Line D at Avenue 54.

Line C contains multiple proposed inlets along Harrison Street. Improved inlets are proposed along Harrison Street at Westerfield Way, Avenue 51, and Bagdad Avenue. Multiple inlets are proposed along Shady Lane at 9th Street, Bagdad Avenue, Cairo Street, Araby Avenue, Avenue 52 and along the easterly leg of the Line C alignment east of Shady Lane. A total of thirteen (19) inlets are proposed along Line C.

The peak 100-year flowrate in upper Line C (upstream of the existing basins) was found to be 116.6 cfs. Downstream of the basins a peak flowrate was found to be 119.1 cfs.

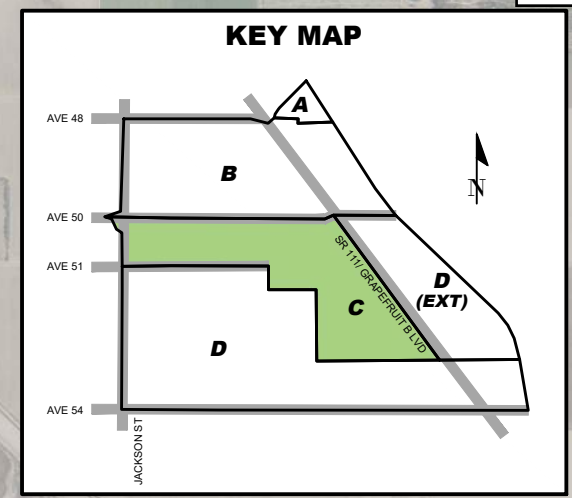
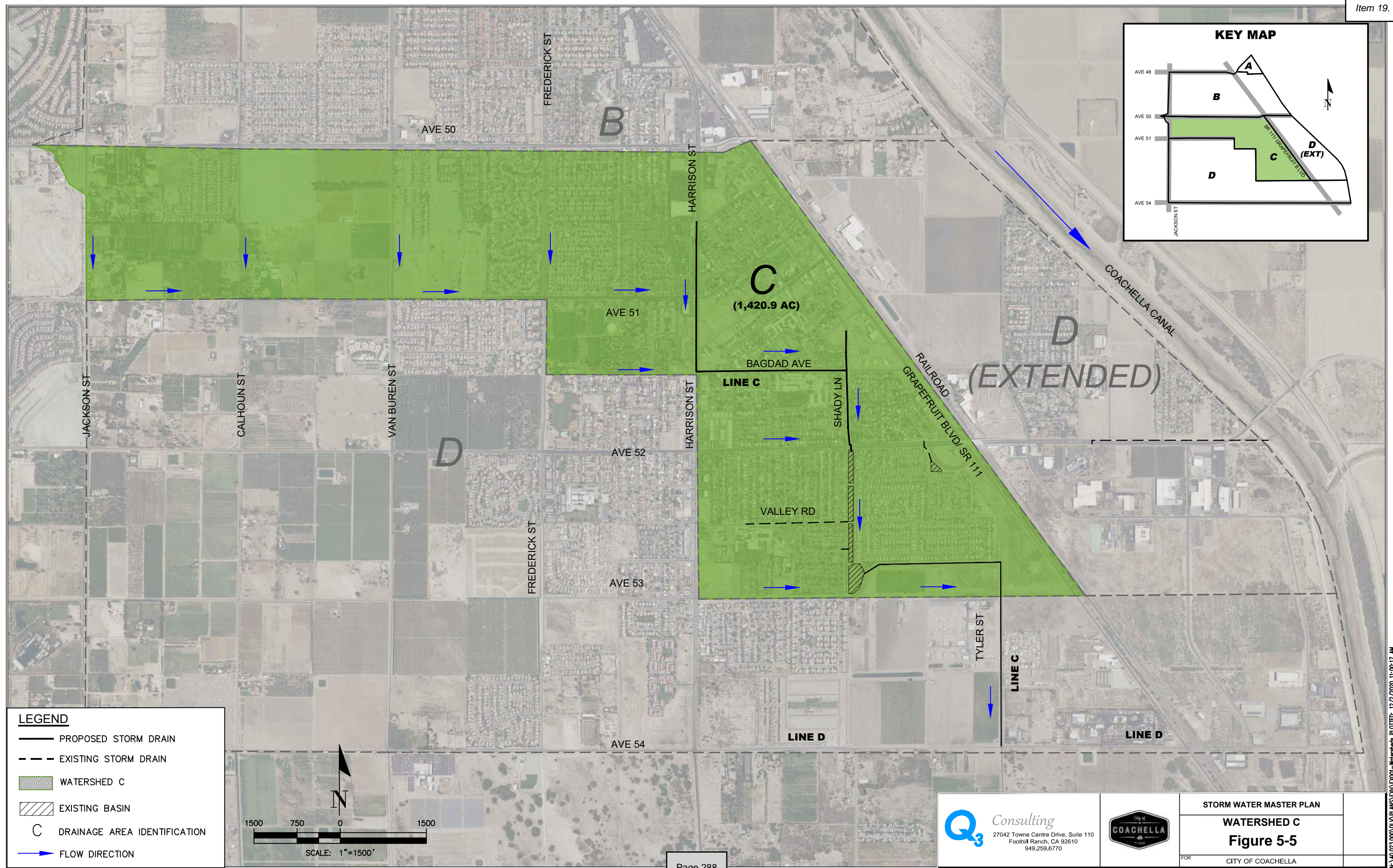
Construction issues associated with this alignment are constrained to City right-of-way. By taking flows down Tyler Street and joining Line D, no crossing of Highway 111 and railroad are needed.

5.3.2 Cost Estimate

For the system, the Q3 team has provided a recommendation constructing storm drain facilities. Table 5-3 gives a summary of the construction cost estimates and the recommended system within the Line “C” area. See Appendix C for detailed cost estimates.

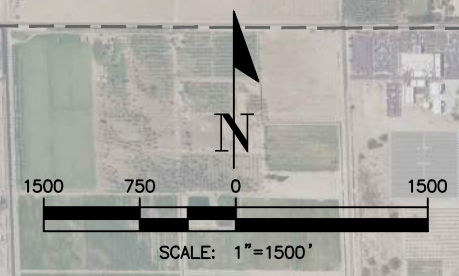
Table 5-3: Line “C” Cost Estimate Summary

Item	Type/Quantity	Total Project Cost
		(2020 \$)
Storm Drain Mainline	36-Inch RCP (2,612 LF)	\$522,000
Storm Drain Mainline	48-Inch RCP (2,616 LF)	\$589,000
Storm Drain Mainline	54-Inch RCP (1,672 LF)	\$460,000
Storm Drain Mainline	60-Inch RCP (3,080 LF)	\$924,000
Storm Drain Mainline	Double 48-Inch RCP (3,186 LF)	\$1,274,000
Inlets	7' Curb-Opening Catch Basins (7)	\$126,000
Inlets	14' Curb-Opening Catch Basins (6)	\$150,000
Inlets	21' Curb-Opening Catch Basins (4)	\$140,000
Inlets	28' Curb-Opening Catch Basins (2)	\$90,000
Junction Structures	5	\$37,000
Line C/D Junction Structure	1	\$48,000
Remove & Replace AC	131,660 SF	\$922,000
Traffic Control	Lump Sum	\$50,000
Subtotal		\$5,332,000
Mobilization, Bonds, Insurance & Permits	LS (10%)	\$533,000
Engineering, Survey, Soils, and Staking	LS (15%)	\$800,000
Utility Relocation	LS (5%)	\$267,000
Contingency	LS (20%)	\$1,066,000
LINE “C” TOTAL COST		\$7,998,000



LEGEND

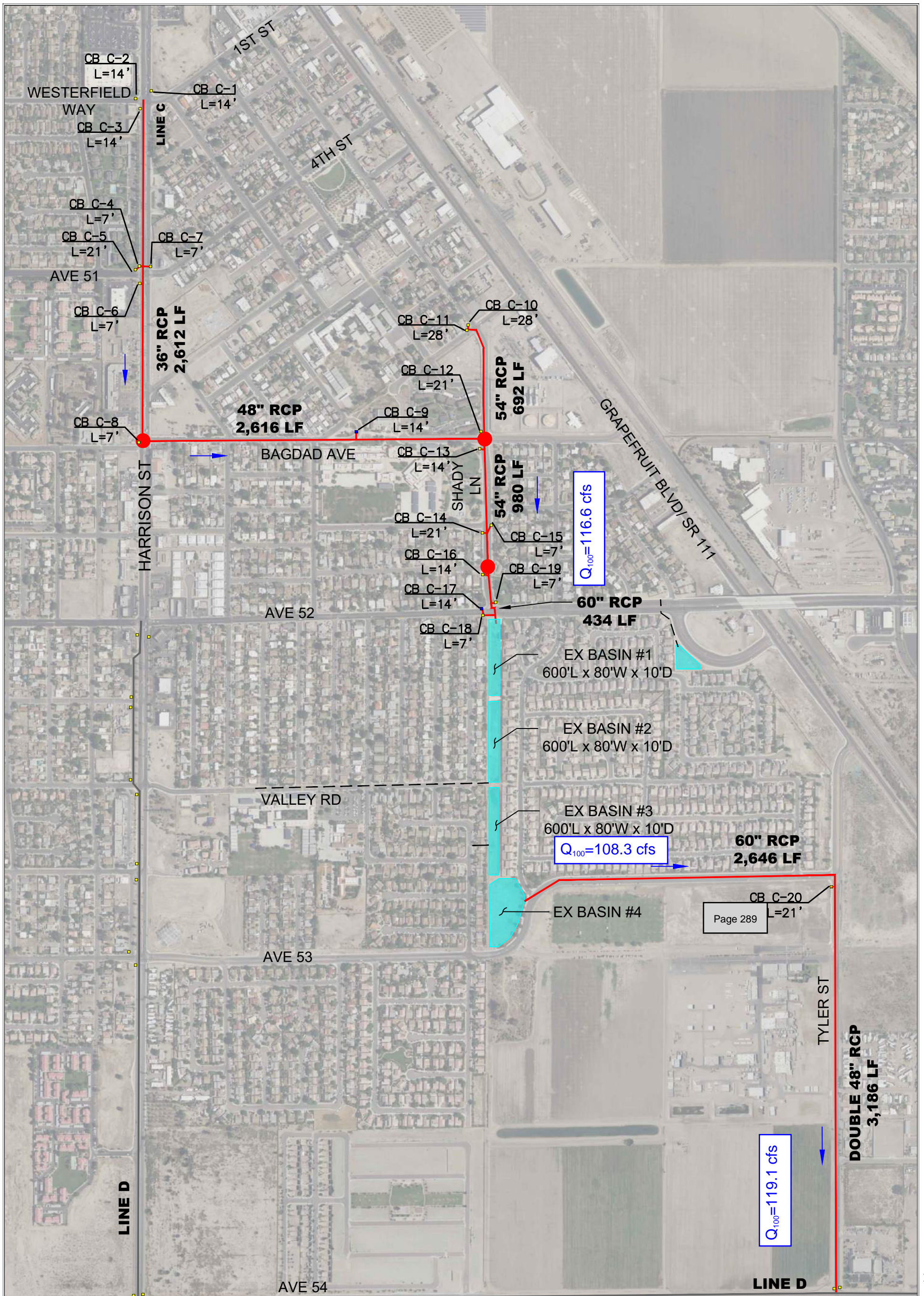
- PROPOSED STORM DRAIN
- - - EXISTING STORM DRAIN
- WATERSHED C
- ▨ EXISTING BASIN
- C DRAINAGE AREA IDENTIFICATION
- ➔ FLOW DIRECTION



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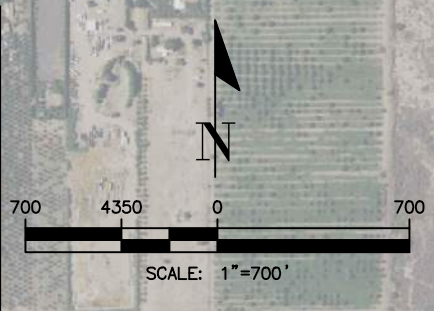


STORM WATER MASTER PLAN
WATERSHED C
Figure 5-5
FOR CITY OF COACHELLA



LEGEND

- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- EXISTING BASIN
- PROPOSED CATCH BASIN
- RETROFIT EXISTING CATCH BASIN
- ▶ FLOW DIRECTION



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STORM WATER MASTER PLAN

SD LINE C

Figure 5-6

FOR CITY OF COACHELLA

N:\40.023.000\04\PLANS\ER\2002-SD Alignments PLOTTED: 12/2/2020 11:12:33 AM

5.4 Line D

Line D captures flows in the southernmost section of the City. The general alignment of Line D is located west of Line C and runs parallel with Line C from Avenue 52 south to Avenue 54. At the intersection of Harrison Street and Avenue 54, Line D runs east along Avenue 54 to Tyler Street, where it captures the flows from Line C. From Tyler Street, flows are routed east to CVSC.

5.4.1 Proposed Alternative

Line D includes a proposed 36-inch RCP that extends from Avenue 52 south to Avenue 53, where it transitions to a 42-inch RCP down to Avenue 54. At Avenue 54, Line D travels east to Tyler Street, where it captures flows from Line C. At this junction, Line D transitions into a double 48-inch RCP where it discharges into the CVSC. Due to the potential utility conflicts at Highway 111 and the railroad tracks, it was proposed to use a dual pipe system to decrease the proposed facility height.

Line D contains twelve (12) proposed inlets along Harrison Street. These inlets will capture most of the flows located within the Line D watershed. Twelve (12) additional inlets are proposed along Avenue 54, in addition to the junction with Line C at Tyler Street. One minor lateral (24-inch RCP) is proposed east of Highway 111. Lateral D-1 is a 900 linear foot 24-inch that extends up Enterprise Way. This lateral is proposed to drain a low point within this area.

A maximum peak 100-year flowrate at the Harrison Street/Avenue 54 intersection was found to be 41.9 cfs. After confluence with Line C at Tyler Street and capture of flows along Avenue 54 (east of Tyler Street), Line D has a peak flowrate of 153.3 cfs.

The area east of Highway 111, bound by Avenue 54 to the south, CVSC to the east and Avenue 50 to the north is technically tributary to Line D. The 100-year model results showed little in the way of runoff or major ponding within the City streets. As a result, it will be proposed that future light industry (or future construction in general) be required to maintain existing condition discharge characteristics. Consequently, it is not expected that future development will create a need for additional storm drain infrastructure. Construction issues associated with this alignment will include coordination with landowners along the easterly leg of the alignment and Caltrans as the alignment crosses the Highway 111 right-of-way. The alignment also traverses under the Union Pacific railroad, which will require special design and construction considerations. East of the railroad, the current land use is open space with a future land use designation of light industrial. The City will have to coordinate with landowners to establish a drainage easement.

An additional catch basin inlet is proposed along Line D between the railroad tracks and Highway 111. This area shows ponding in the existing condition models. Since this is not City right-of-way, inlets were proposed to drain it into Line D, with the intent that a potential future system could tie into Line D. This was done to ensure that Line D could accept these future flows without causing adverse effects on the system.

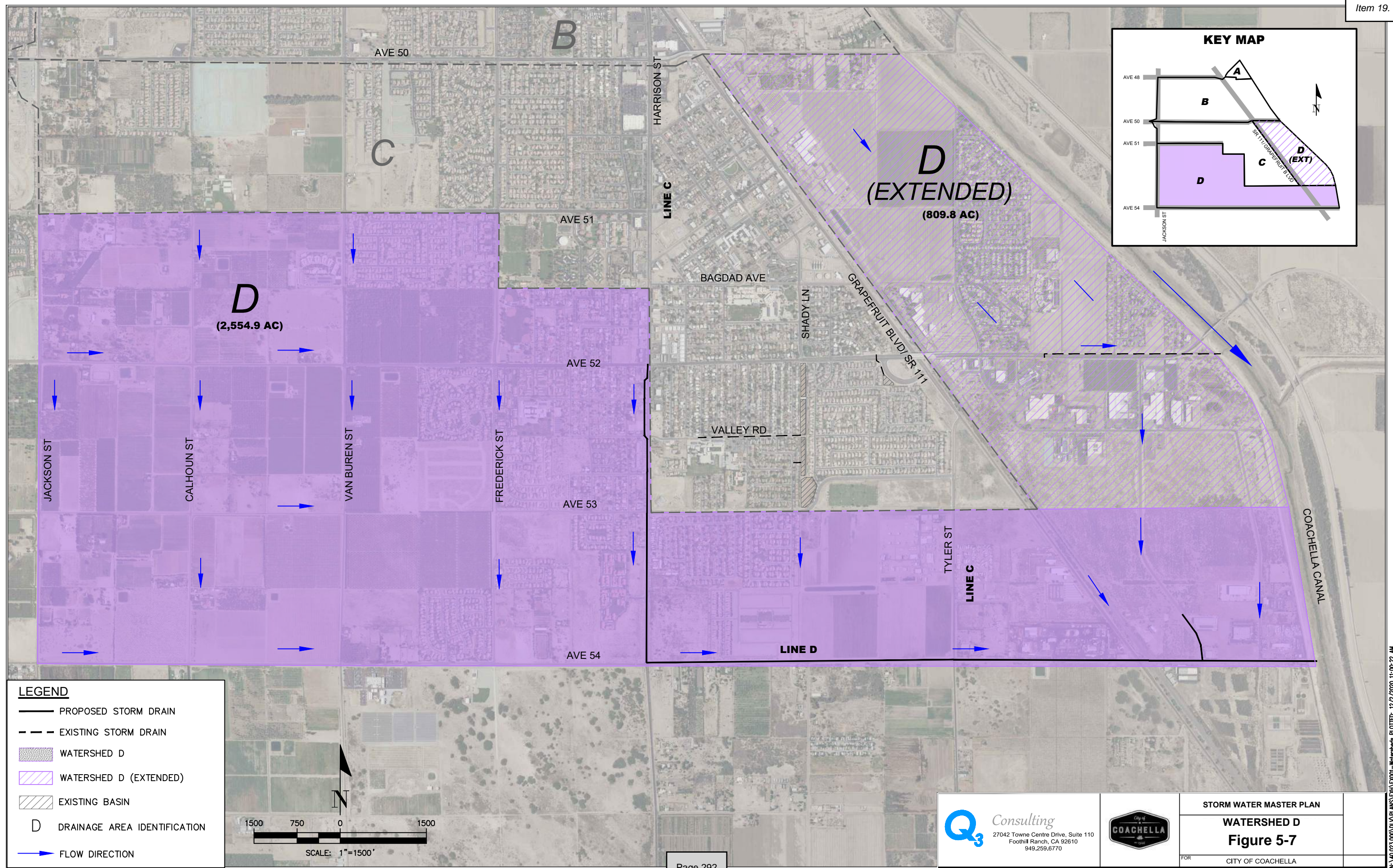
The outfall discharges into the CVSC at an invert elevation of -119. Based on our topographic data, the invert of the channel at this location is -120. According to CVWD's latest HEC-RAS analysis, this location at approximate channel station 64+618 has an invert of -132.4, with a maximum 100-year water surface elevation of approximately -112. This outfall should be equipped with a flap-gate and final invert should be established during final design.

5.4.2 Cost Estimate

For the system, the Q3 team has provided a recommendation constructing storm drain facilities. Table 5-4 gives a summary of the construction cost estimates and the recommended system within the Line "D" area. See Appendix C for detailed cost estimates.

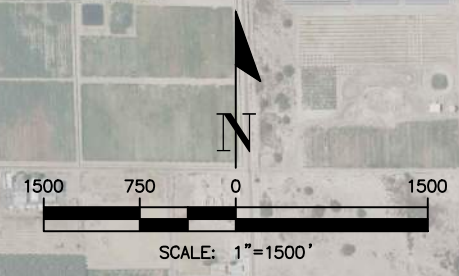
Table 5-4: Line “D” Cost Estimate Summary

Item	Type/Quantity	Total Project Cost
		(2020 \$)
Storm Drain Mainline	24-Inch RCP (900 LF)	\$113,000
Storm Drain Mainline	36-Inch RCP (1,265 LF)	\$253,000
Storm Drain Mainline	42-Inch RCP (9,316 LF)	\$1,956,000
Storm Drain Mainline	Double 48-Inch RCP (6,326 LF)	\$2,530,000
Inlets	4' Curb-Opening Catch Basins (5)	\$75,000
Inlets	7' Curb-Opening Catch Basins (16)	\$288,000
Inlets	14' Curb-Opening Catch Basins (2)	\$50,000
Inlets	21' Curb-Opening Catch Basins (1)	\$35,000
Junction Structures	10	\$75,000
Outlet Structure	1	\$125,000
Remove & Replace AC	178,070 SF	\$1,246,000
Traffic Control	Lump Sum	\$100,000
Subtotal		\$7,196,000
Mobilization, Bonds, Insurance & Permits	LS (10%)	\$720,000
Engineering, Survey, Soils, and Staking	LS (15%)	\$1,080,000
Utility Relocation	LS (5%)	\$360,000
Contingency	LS (20%)	\$1,439,000
LINE “D” TOTAL COST		\$10,795,000



LEGEND

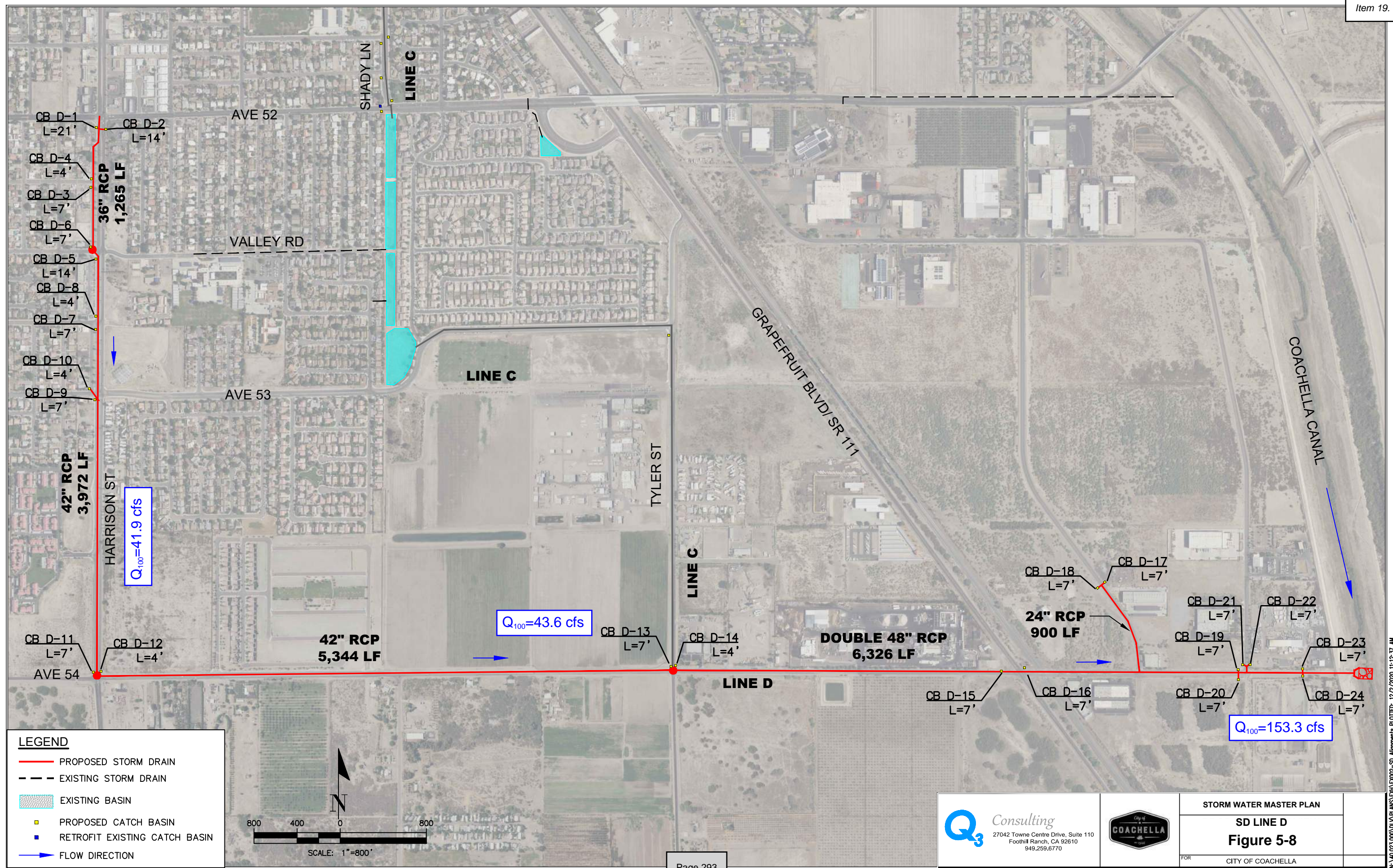
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- WATERSHED D
- WATERSHED D (EXTENDED)
- EXISTING BASIN
- D** DRAINAGE AREA IDENTIFICATION
- FLOW DIRECTION



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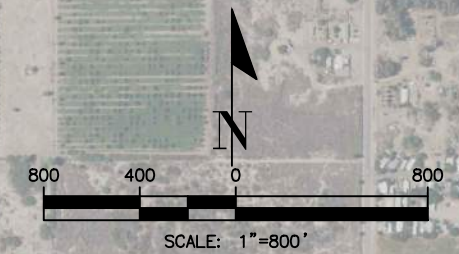


STORM WATER MASTER PLAN
WATERSHED D
Figure 5-7
 FOR CITY OF COACHELLA



LEGEND

- PROPOSED STORM DRAIN
- - - EXISTING STORM DRAIN
- EXISTING BASIN
- PROPOSED CATCH BASIN
- RETROFIT EXISTING CATCH BASIN
- FLOW DIRECTION



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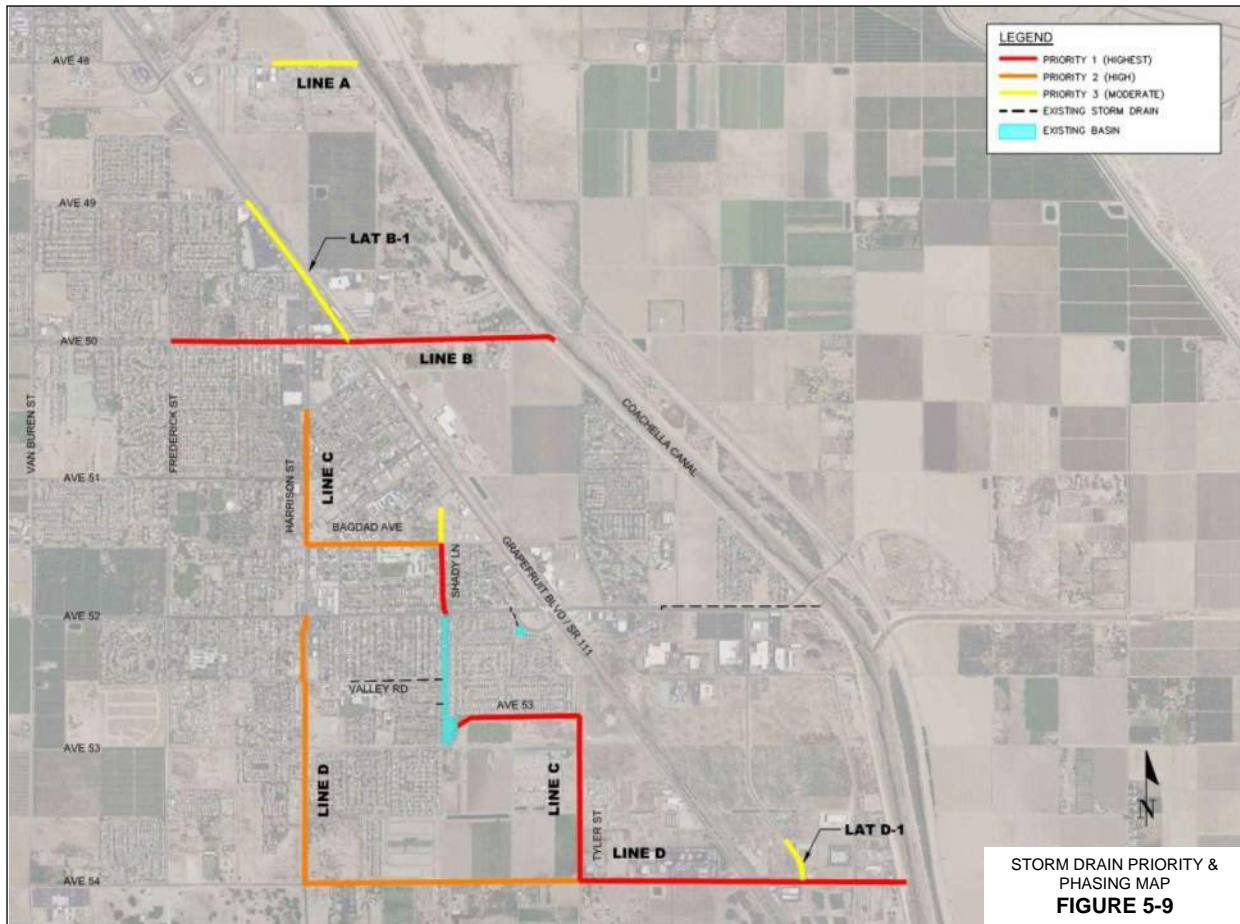


STORM WATER MASTER PLAN
SD LINE D
Figure 5-8
 FOR CITY OF COACHELLA

5.5 Project Prioritization & Phasing

A priority ranking has been developed based on levels of system deficiencies per Section 2.3. The goal of the priority ranking system is to determine the projects of the greatest importance and determine which projects should be constructed first when funding becomes available. Note that in situations where portions within a pipe segment consisted of multiple priorities, the ultimate priority assigned to a particular segment defaulted to the highest priority on that segment. Detailed calculations can be found in Appendix D.

Since Line “C” discharges into Line “D”, a portion of Line “D” must be constructed prior to improvements made along Line “C”. For this reason, it is recommended that, at a minimum, the portion of Line “D” downstream of Tyler Street be constructed prior to any portion of Line “C” or upstream Line “D”. Figure 5.9 show the project prioritization for the stormwater master plan facility implementation based on importance. Figure 5.10 shows the construction phasing recommended for future improvements.



6 Green Infrastructure

As part of this project, locations were to be evaluated for potential ground water percolation, regional water quality treatment, and flood control mitigation. Much of the Coachella Valley, including the City, resides near the bottom of a large valley. As such, ground water table elevations can be high, especially during the wet season. Several City owned parcels were identified for potential retention/detention locations but very few were along the proposed storm drain alignments.

With respect to peak flood mitigation, the benefit of utilizing detention basins is reducing proposed pipe sizes downstream of the facility. Much of the City’s urbanized area is west of Highway 111 and the railroad tracks. To be beneficial for pipe size reduction, a basin would need to be identified west of Highway 111 and the railroad tracks. The primary construction impacts for the SMP is the proposed crossing of Highway 111 and the railroad tracks. The area east of the Highway and the railroad is primarily agricultural, with no known flooding issues. A basin on the east of the Highway would not provide any substantial economic benefit with regards to reducing storm drain facility sizes but could potentially provide benefit for ground water replenishment and water quality.

Ground water replenishment is a viable option for diverting stormwater runoff, capturing, and percolating. These facilities also require relatively large footprints and can be used throughout the watershed and or alignment of the storm drain system. Currently, the City has some locations where urban stormwater has been directed to in-line basins for retention and percolation. It is recommended that this process be further vetted along the new proposed alignments. Not many City owned lots reside adjacent to the proposed storm drain alignments, but there may be potential to purchase private land. Areas east of the railroad should also be considered for purchase.

Similar to groundwater replenishment, water quality facilities can be implemented throughout the City. Small, local facilities can be incorporated into streetscape-type projects utilizing biotreatment and media filters. These types of facilities are also referred to as rainwater harvesting and are becoming more commonly used in urban areas. Typical locations for rainwater harvesting include along shoulders of streets, within center medians, within landscaped areas and low points within parking lots or adjacent to buildings. These facilities are easy to implement during the planning process of new construction but more difficult to retrofit existing facilities.



Figure 6-1: Example of rainwater harvesting in arid regions (Brad Lancaster, 2008)

Retrofitting existing watersheds (or sub-watersheds) typically involves modifying the current drainage system or flow paths. Figure 6.1 shows how a residential street could be retrofitted by breaking the curb to allow flows to inundate biofilter areas behind the curb. Large flows would fill these pockets and continue down the street to the current drainage inlets.

Regional water quality treatment facilities would require, in most cases purchase of private property. This could be further evaluated as the proposed storm drain system is constructed and during final design phases. Open space areas owned by the City are favorable, but rare along the proposed alignments. Future purchases of private land (currently undeveloped) would provide the best option for potential regional retention/recharge and water quality treatment. Figure 6.2 shows the potential locations for regional

recharge based on City-owned land. As can be seen, there are not many locations that provide major benefits along the proposed storm drain alignments.

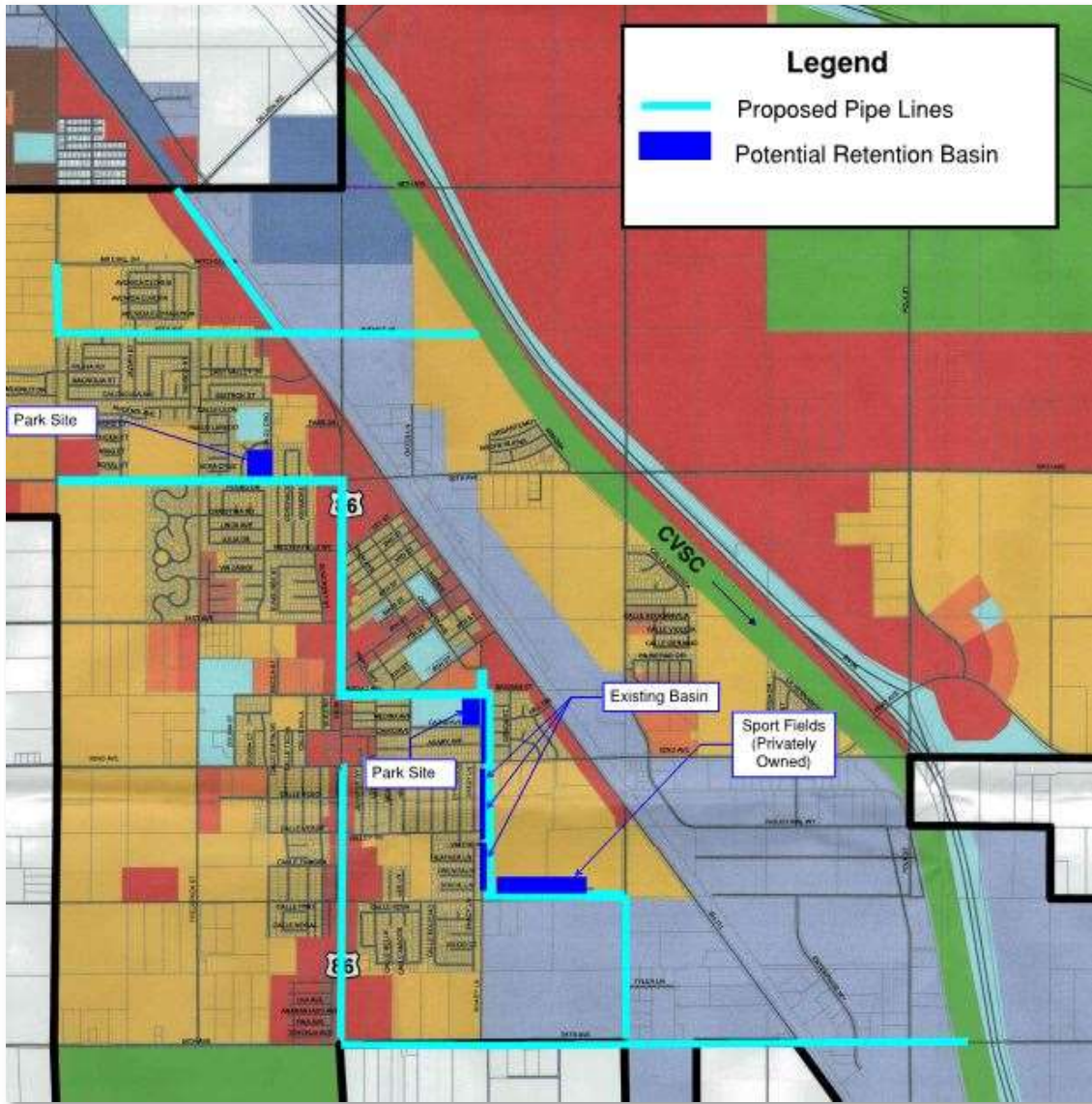


Figure 6-2: Potential Locations for Regional Retention and Water Quality Treatment

7 Final Considerations

Proposed storm drain facilities have been recommended focusing on mitigating known areas of frequent flooding using an advanced hydrologic and hydraulic software program (PCSWMM). The benefit of this software is a single comprehensive drainage model can be developed for the entire City. This provides immediate impact analyses to be completed for every proposed drainage alignment. Proposed improvements can be tracked to identify how they impact downstream areas. In other words, improving flood conditions upstream can sometimes cause flooding downstream. Comprehensive models such as PCWMM will identify these issues and allow the modeler to properly identify an appropriate solution.

Multiple storm drain alignments were evaluated to identified based on feasibility and constructability. One of the main hurdles for identifying a comprehensive drainage plan is the location of the outlet, the Coachella Valley Storm Channel. Flows captured within the urbanized area of the City have to be routed over a mile along flat terrain, crossing under Highway 111 and the railroad. One of the primary goals for storm drain alignment selection was to minimize the number of outlets or main line crossings, while minimizing the main storm drain sizes.

By having the urbanized area located within the upstream subareas of the watershed (west of Highway 111), opportunities for flood control retention and/or attenuation are minimal. Providing flood control mitigation in the downstream watershed subareas (east of the railroad tracks) does not provide much benefit for reducing the overall storm drain costs.

However, identification of retention (recharge) or regional water quality treatment opportunities east of the railroad tracks are optimal. Future studies and coordination with land owners adjacent to the proposed main storm drain alignments would be ideal for potential future project and potential grant applications.

The proposed alignments have been presented in a phased approach. This approach was based on constructing segments of storm drain that would provide the greatest incremental benefit, while not creating adverse flood impacts downstream. Local water quality and minor recharge opportunities can be implemented with the implementation of these projects using green infrastructure and potentially purchasing of privately owned land, which can be converted to regional facilities.

The alignments identified in this SMP are based on topography and regional hydrology. It is expected that during Final Design of any of these projects will go through a more rigorous vetting process with respect to utility locations and final hydrology and hydraulics. These proposed projects are just the first phase of design. Alignment modifications, introduction of laterals and/or water quality and recharge facilities is suggested.

8 Funding Opportunities

Potential funding sources that may become available and instrumental for implementation of the City's Storm Water Master Plan have been evaluated. It is expected that no single source of revenue will be adequate to fund implementation of the entire Storm Water Master Plan, so multiple funding options are deemed necessary to carry out the plan. This section provides a summary of various options, primarily in the form of grants and loans, evaluated as part of the Storm Water Master Plan preparation. It is worth noting that the availability of programs and grants to which the project may be eligible can potentially change over the years. For each source, the content consists of a program summary and link to the program web site. The listed options provided in this document are not presented in an order of priority or importance. Detailed analysis of the grant programs and eligibility is suited for a grant writer's expertise in this field.

8.1 Funding Propositions and Grants

8.1.1 Proposition 1 Water Quality Supply and Infrastructure Improvement Act

Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Assembly Bill 1471, Rendon) authorized \$7.545 billion in general obligation bonds for water projects, including surface and groundwater storage, ecosystem and watershed protection and restoration, and drinking water protection. Proposition 1 funds are administered by the State Water Resources Control Board (State Water Board) under five relevant programs: 1) Small Community Wastewater; 2) Clean, Safe & Reliable Drinking Water; 3) Integrated Regional Water Management; 4) Stormwater; and 5) Water Recycling. In this context, stormwater resource management refers to projects aimed at reducing, managing, treating, or capturing rainwater or stormwater.

Portions of the proposed MDP may be eligible for funding under Proposition 1 by following a competitive grant application process. For additional Proposition information:

- https://www.waterboards.ca.gov/water_issues/programs/grants_loans/proposition1/

Additional Proposition 1 Bond Accountability information:

- <http://bondaccountability.resources.ca.gov/p1.aspx>

8.1.2 Storm Water Grant Program (Proposition 1 SWGP)

Under the Proposition 1 SWGP, eligible applicants include public agencies, nonprofit organizations, public utilities, federally recognized Indian tribes, state Indian tribes listed on Native American Heritage Commission's California Tribal Consultation List, and mutual water companies.

Eligible project types fall into two categories:

1. Planning: Development of Storm Water Resource Plans (SWRPs) that meet the requirements of Water Code section 10562 and the SWRP Guidelines, and project-specific planning projects. Applications for SWRPs and project-specific planning projects were only solicited for Round 1.
2. Implementation: Multi-benefit storm water management projects which may include, but shall not be limited to, green infrastructure, rainwater and storm water capture projects and storm water treatment facilities.

For additional Proposition 1 SWGP Information:

- https://www.waterboards.ca.gov/water_issues/programs/grants_loans/swgp/prop1/

8.1.3 Clean Water State Revolving Fund

The federal Clean Water Act (CWA) established the Clean Water State Revolving Fund (CWSRF) program to finance the protection and improvement of water quality. The CWSRF program has protected and promoted the health, safety, and welfare of Californians since 1989. Many of the projects funded by the CWSRF program address wastewater discharge violations or enforcement orders issued by the Regional Water Boards. The State of California also periodically allocates funding to the State Water Board for financing programs that help protect and improve water quality.

Additional CWSRF information can be found below:

- https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/

8.1.4 Small Community Clean Water/Wastewater (SCWW) Funding

The purpose of wastewater planning funding is to provide low-interest loans, grants, and principal forgiveness to small disadvantaged communities for planning/design and construction of projects that restore and maintain water quality in the state.

The SCWW Funding Program provides low-interest loans and other financing mechanism, such as grants or principal forgiveness using federal and state fund for the planning/design and construction of publicly owned facilities including wastewater treatment plants, sewer collectors and interceptors, combined sewers, septic to sewer conversions, regionalization, landfill leachate treatment, storm water reduction and treatment, and water reclamation facilities.

Office of Sustainable Water Solution (Office) was created within the State Water Resources Control Board to promote permanent and sustainable drinking water and wastewater treatment solutions to ensure effective and efficient provision of safe, clean, affordable, and reliable drinking water and wastewater treatment services. The Office is focused on addressing financial and technical assistance needs, particularly for small, disadvantaged communities through the Small Community Funding Program.

Clean Water State Revolving Fund (CWSRF) loan and principal forgiveness Small community grant (SCG) provided through CWSRF repayments Proposition 1 - Water Quality, Supply, and Infrastructure Improvement Act of 2014

For additional SCWW Information, refer to link below:

- <https://www.grants.ca.gov/grants/small-community-clean-water-wastewater-scww-funding/>

8.1.5 U.S. Department of Agriculture Rural Development, OneRD Guarantee Loan Initiative: Water and Waste Disposal Loan Guarantees

This program helps private lenders provide affordable financing to qualified borrowers to improve access to clean, reliable water and waste disposal systems for households and businesses in rural areas. Affordable terms and good practices can save tax dollars, improve the natural environment and may be necessary for manufacturers and other types of businesses to locate or expand operations.

Lenders need the legal authority, financial strength and sufficient experience to operate a successful lending program. This includes lenders that are subject to supervision and credit examination by the applicable agency of the United States or a State including:

- Federal and State-chartered banks
- Savings and loans
- Farm Credit Banks with direct lending authority
- Credit unions

Eligible borrowers include public bodies in rural areas with populations of 50,000 residents or less. Funds may be used to construct or improve facilities for storm water disposal facilities, drinking water, sanitary sewers, and solid waste disposal

Additional OneRD information can be found below:

- <https://www.rd.usda.gov/onerdguarantee>

8.1.6 FEMA Flood Mitigation Assistance (FMA) Grant

The Flood Mitigation Assistance Program is a competitive grant program that provides funding to states, local communities, federally recognized tribes and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program. FEMA chooses recipients based on the applicant's ranking of the project and the eligibility and cost-effectiveness of the project. FEMA requires state, local, tribal and territorial governments to develop and adopt hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance, including funding for hazard mitigation assistance projects.

Additional FMA information can be found below:

- <https://www.fema.gov/grants/mitigation/floods>

8.1.7 USDA Watershed and Flood Prevention Operations Program

The Watershed Protection and Flood Prevention Program helps units of federal, state, local and tribal of government (project sponsors) protect and restore watersheds up to 250,000 acres. This program provides for cooperation between the Federal government and the states and their political subdivisions to work together to prevent erosion; floodwater and sediment damage; to further the conservation development, use and disposal of water; and to further the conservation and proper use of land in authorized watersheds. There are 2,100 active or completed watershed projects in the 50 states, the Commonwealth of Puerto Rico and the Pacific Basin. Dams are included in 1,271 of those projects. USDA's Natural Resources Conservation Service (NRCS) offers financial and technical assistance through this program for the following purposes:

- Erosion and sediment control
- Watershed protection
- Flood prevention
- Water quality Improvements
- Rural, municipal and industrial water supply
- Water management
- Fish and wildlife habitat enhancement
- Hydropower sources

Additional WFPO information can be found below:

- https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/landscape/wfpo/?cid=nr cs143_008271

8.1.8 Benefit Assessment and Community Facilities Districts

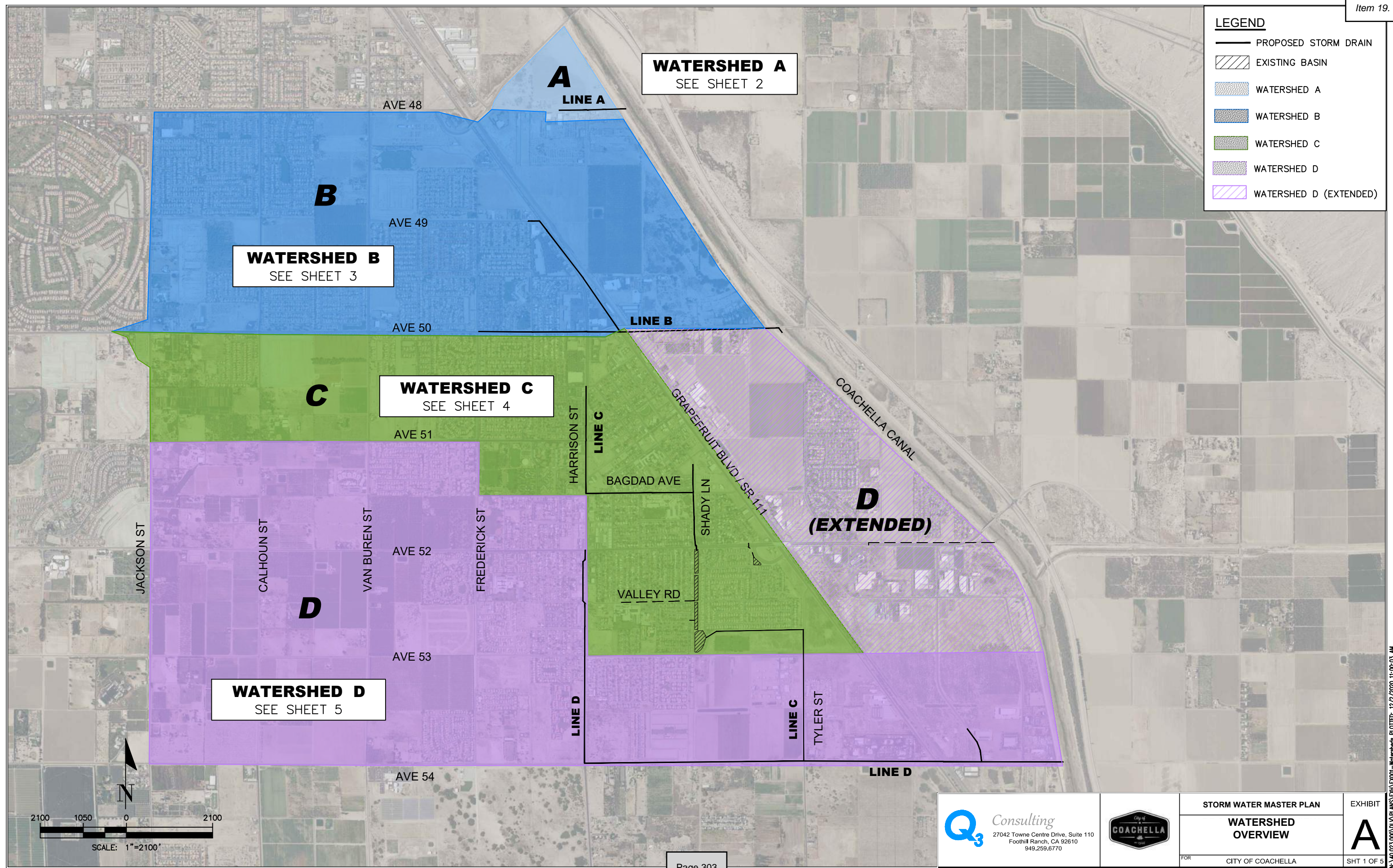
Local governments can levy benefit assessments on property owners to pay for public improvements and services that specifically benefit their properties. The amount of the assessment is directly related to the amount of benefit the property receives. For example, all property owners in a drainage area could be assessed to fund stormwater runoff management programs that provide direct benefit to properties within that zone. Assessments are not taxes or fees, and must be approved by more than 50 percent of the affected property owners.

Many municipalities currently have localized special tax and assessment districts that fund the maintenance and operations of various types of local infrastructure, including Community Facilities Districts (CFDs), “Mello-Roos Districts,” and Landscaping and Lighting Assessment Districts. Both CFDs and benefit assessments are very effective and manageable but are primarily a tool for new development and are commonly used for larger residential developments throughout California. The viability of these funding mechanisms depends on the level of remaining potential development or redevelopment in the City. The City may consider a benefit assessment or community facility district as a potential mechanism for funding storm water facility construction and/or maintenance.

EXHIBITS

LEGEND

- PROPOSED STORM DRAIN
- ▨ EXISTING BASIN
- WATERSHED A
- WATERSHED B
- WATERSHED C
- WATERSHED D
- ▨ WATERSHED D (EXTENDED)

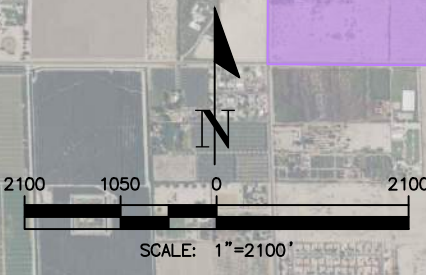


WATERSHED A
SEE SHEET 2

WATERSHED B
SEE SHEET 3

WATERSHED C
SEE SHEET 4

WATERSHED D
SEE SHEET 5

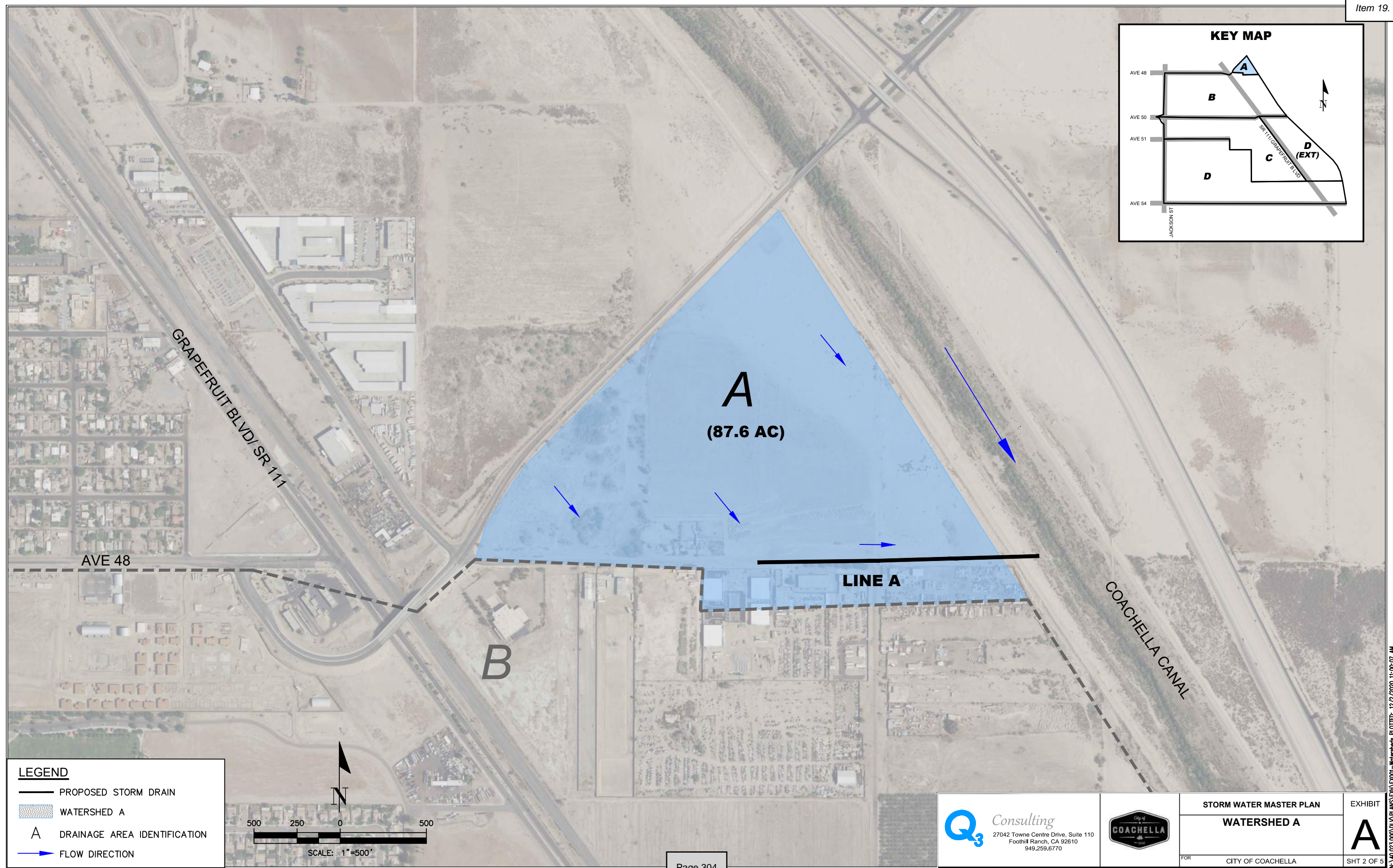
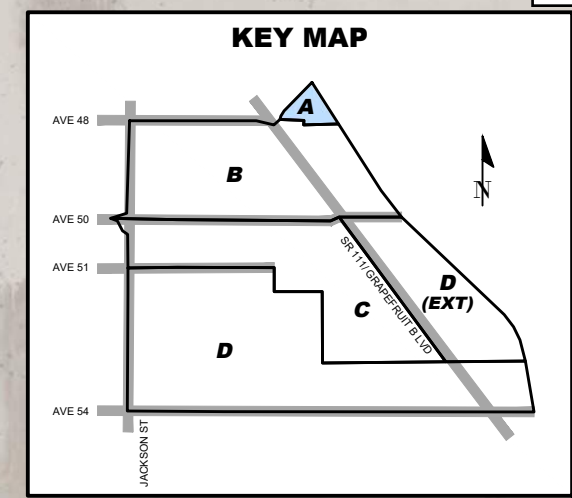


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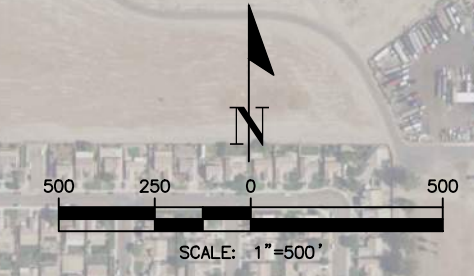
STORM WATER MASTER PLAN
WATERSHED OVERVIEW
FOR CITY OF COACHELLA

EXHIBIT
A
SHT 1 OF 5



LEGEND

- PROPOSED STORM DRAIN
- ▨ WATERSHED A
- A DRAINAGE AREA IDENTIFICATION
- ➔ FLOW DIRECTION

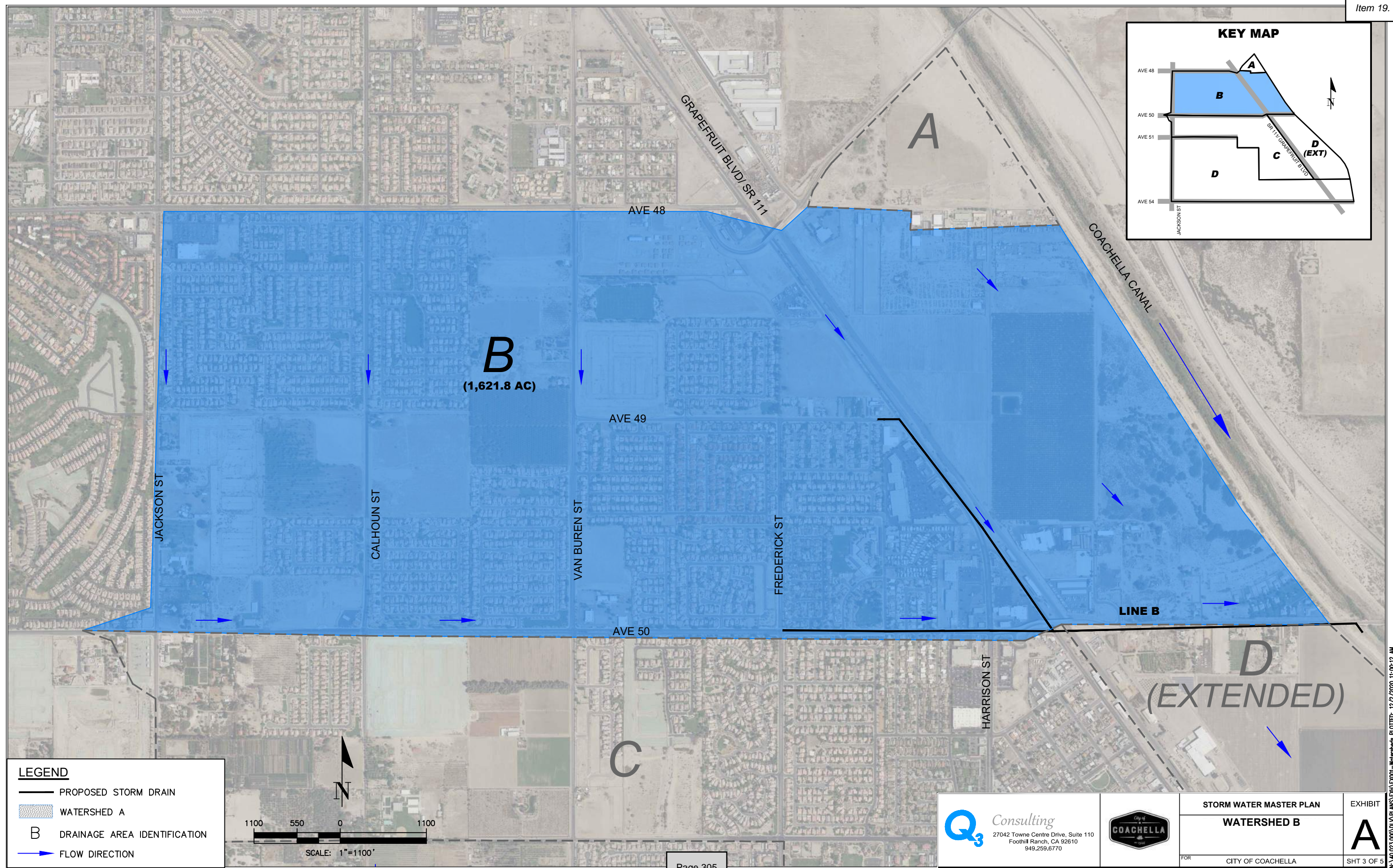


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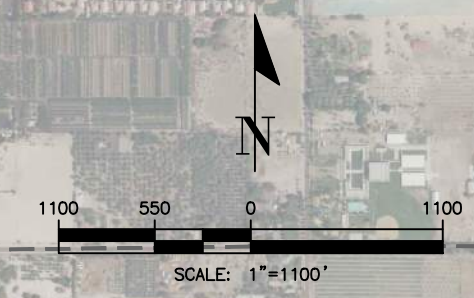
STORM WATER MASTER PLAN
WATERSHED A
FOR CITY OF COACHELLA

EXHIBIT
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SHT 2 OF 5



LEGEND

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- WATERSHED A
- DRAINAGE AREA IDENTIFICATION
- FLOW DIRECTION

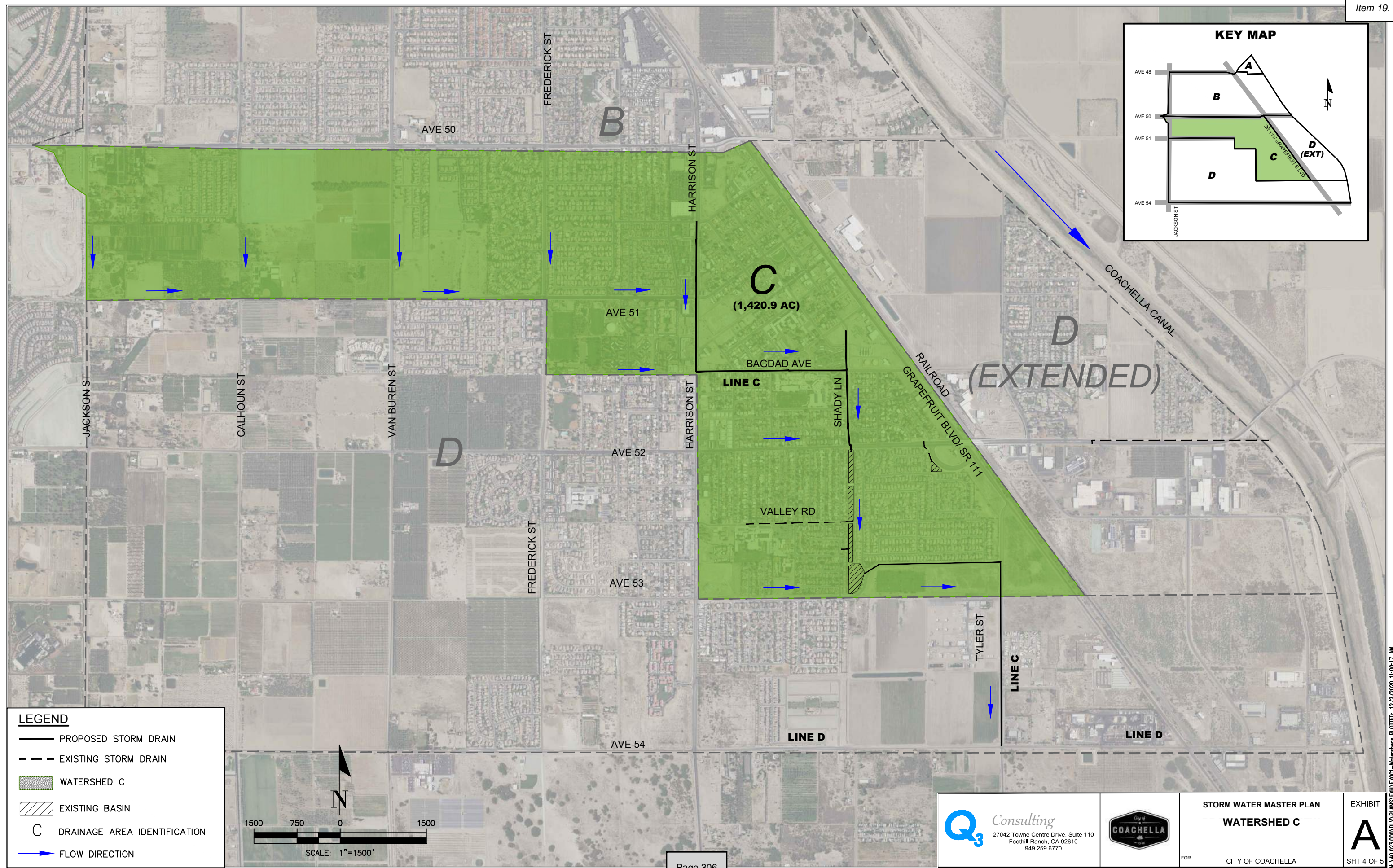


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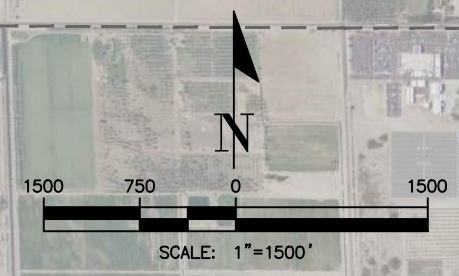
STORM WATER MASTER PLAN
WATERSHED B
 FOR CITY OF COACHELLA

EXHIBIT
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 SHT 3 OF 5



LEGEND

- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- WATERSHED C
- EXISTING BASIN
- C** DRAINAGE AREA IDENTIFICATION
- FLOW DIRECTION

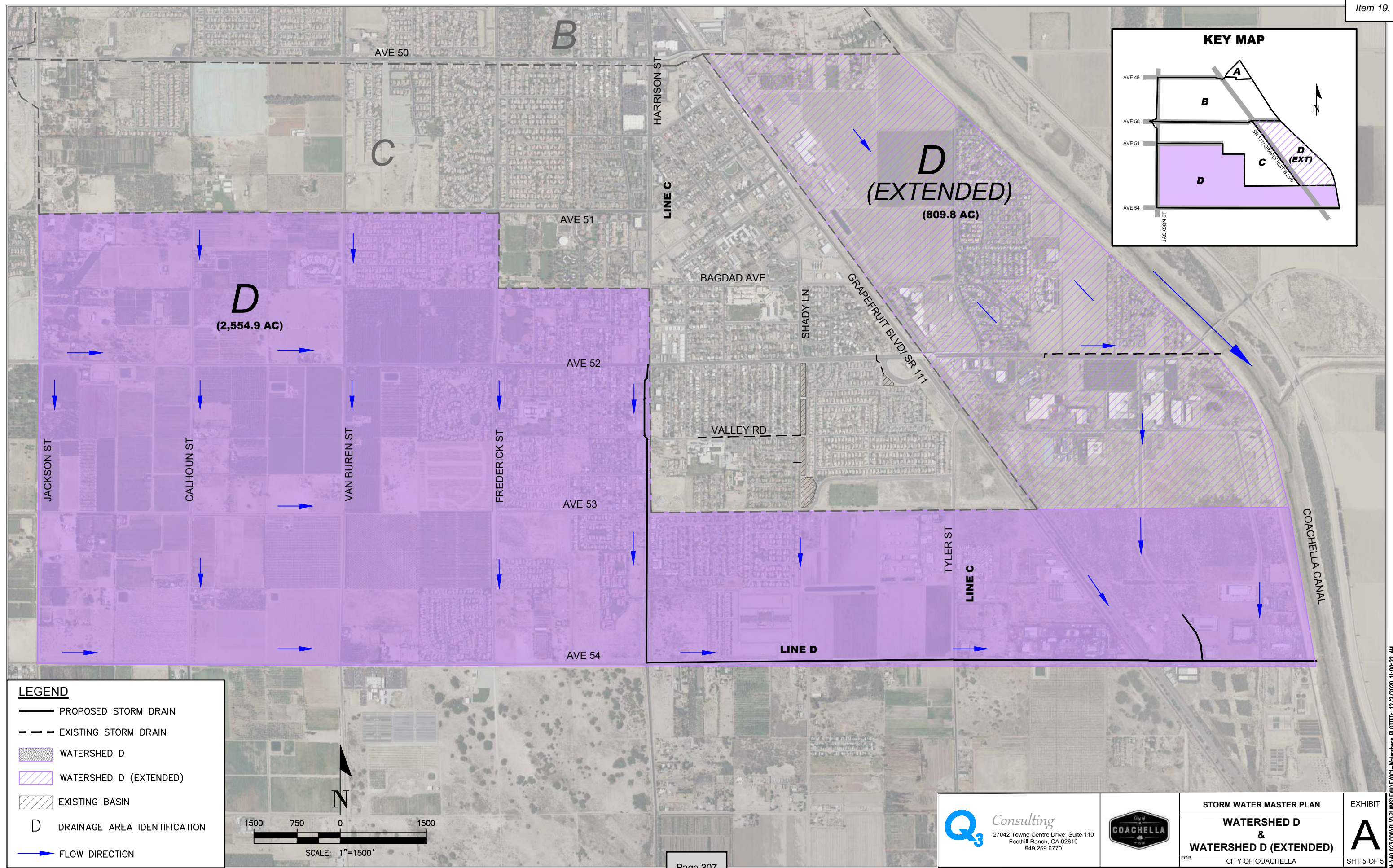


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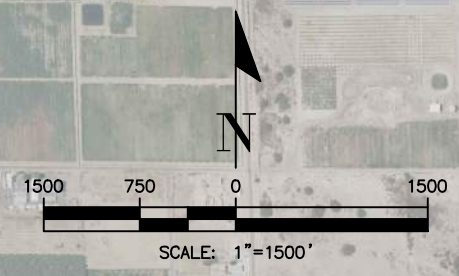
STORM WATER MASTER PLAN
WATERSHED C
 FOR CITY OF COACHELLA

EXHIBIT
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 SHT 4 OF 5



LEGEND

- PROPOSED STORM DRAIN
- - - EXISTING STORM DRAIN
- ▨ WATERSHED D
- ▨ WATERSHED D (EXTENDED)
- ▨ EXISTING BASIN
- D DRAINAGE AREA IDENTIFICATION
- ➔ FLOW DIRECTION

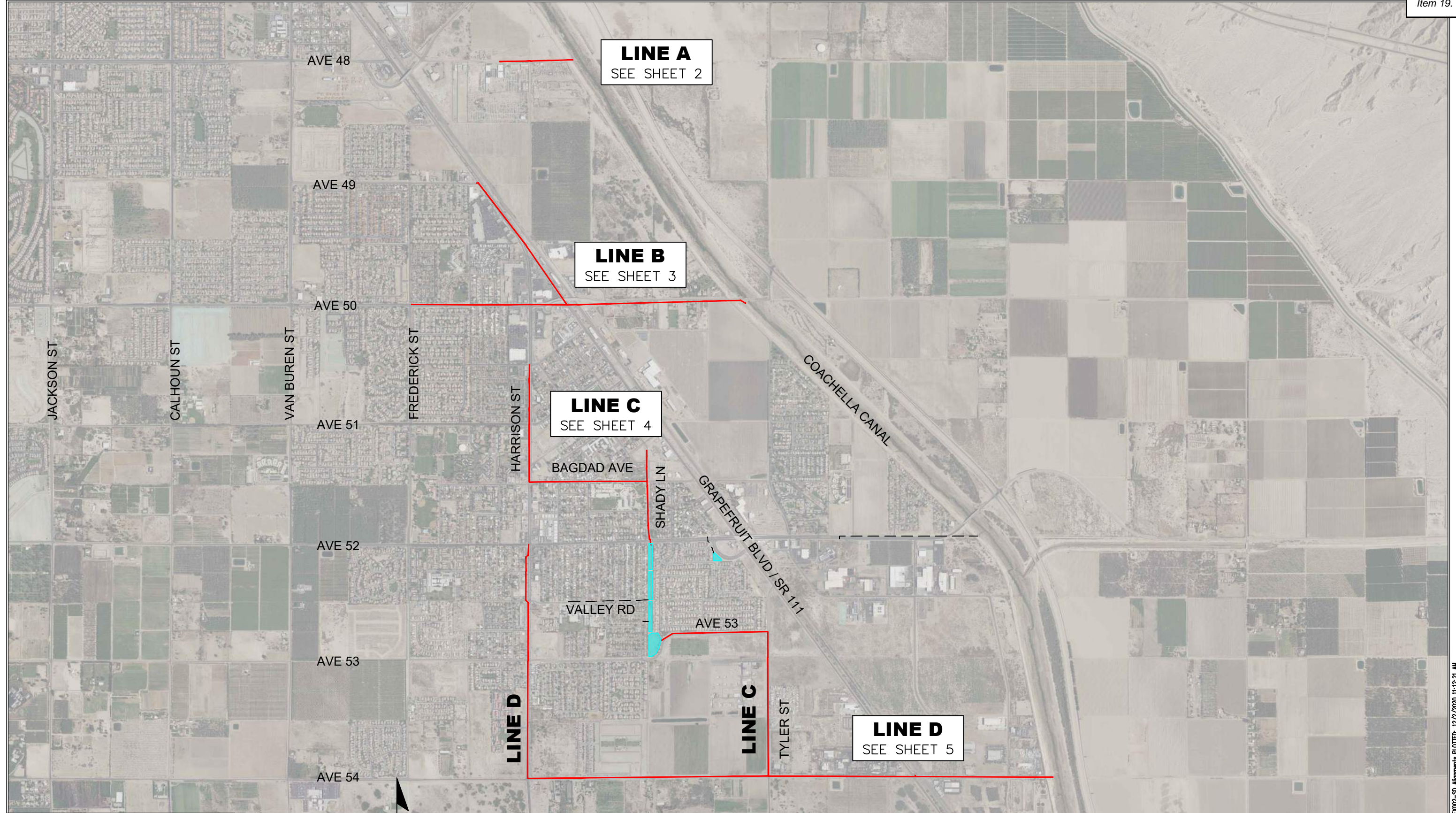


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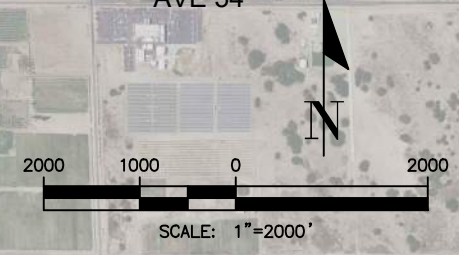
STORM WATER MASTER PLAN
WATERSHED D & WATERSHED D (EXTENDED)
 FOR CITY OF COACHELLA

EXHIBIT
A
 SHT 5 OF 5



LEGEND

- PROPOSED STORM DRAIN
- - - EXISTING STORM DRAIN
- EXISTING BASIN

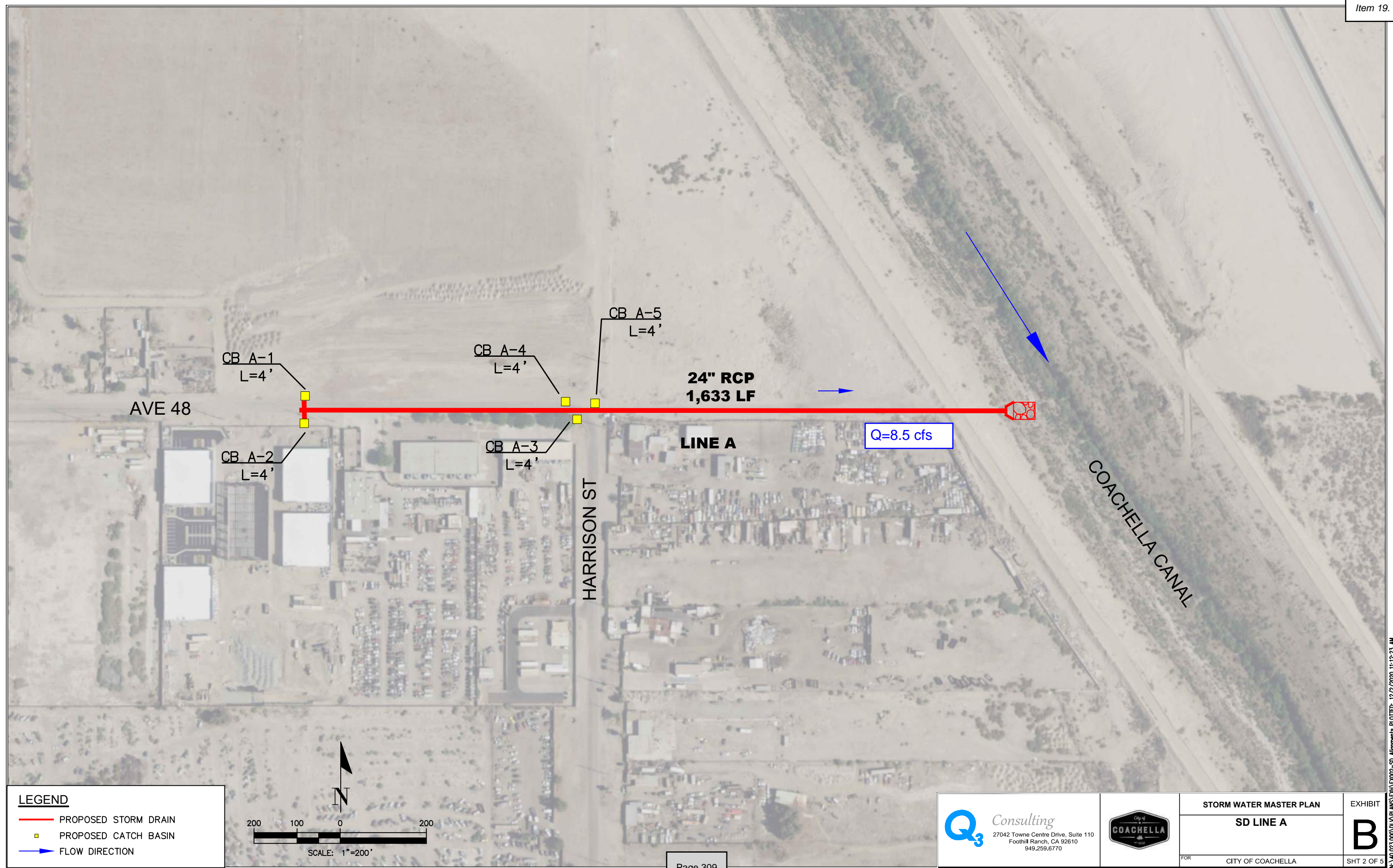


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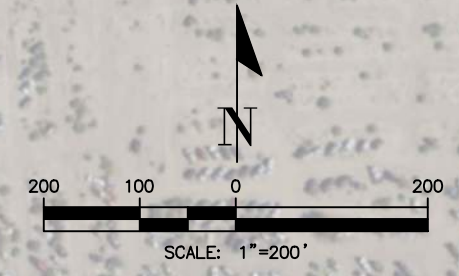
STORM WATER MASTER PLAN
STORM DRAIN ALIGNMENTS OVERVIEW
 FOR CITY OF COACHELLA

EXHIBIT
B
 SHT 1 OF 5



LEGEND

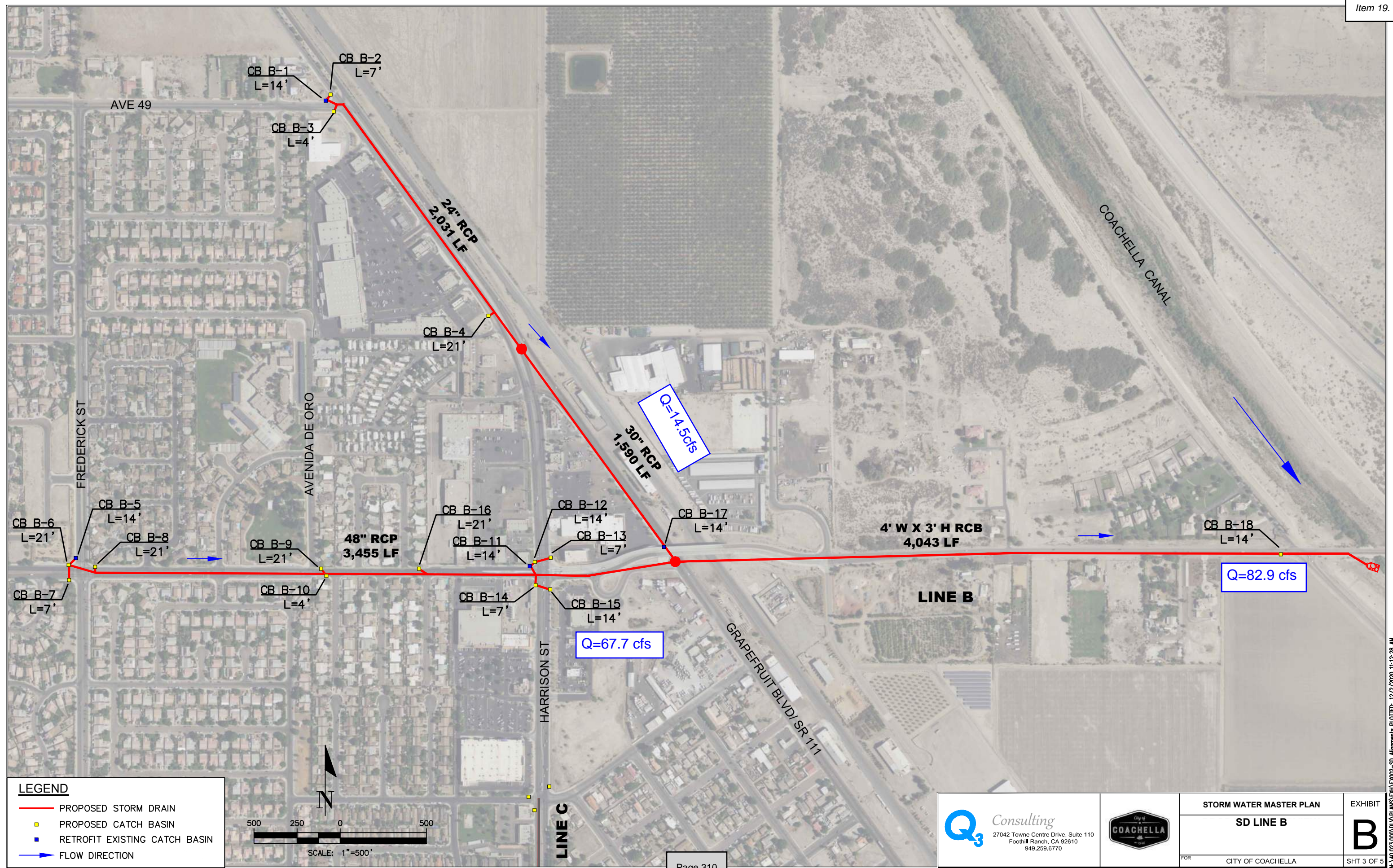
- PROPOSED STORM DRAIN
- PROPOSED CATCH BASIN
- FLOW DIRECTION



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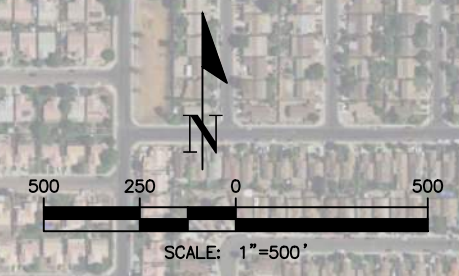


STORM WATER MASTER PLAN		EXHIBIT B
SD LINE A		
FOR CITY OF COACHELLA		SHT 2 OF 5



LEGEND

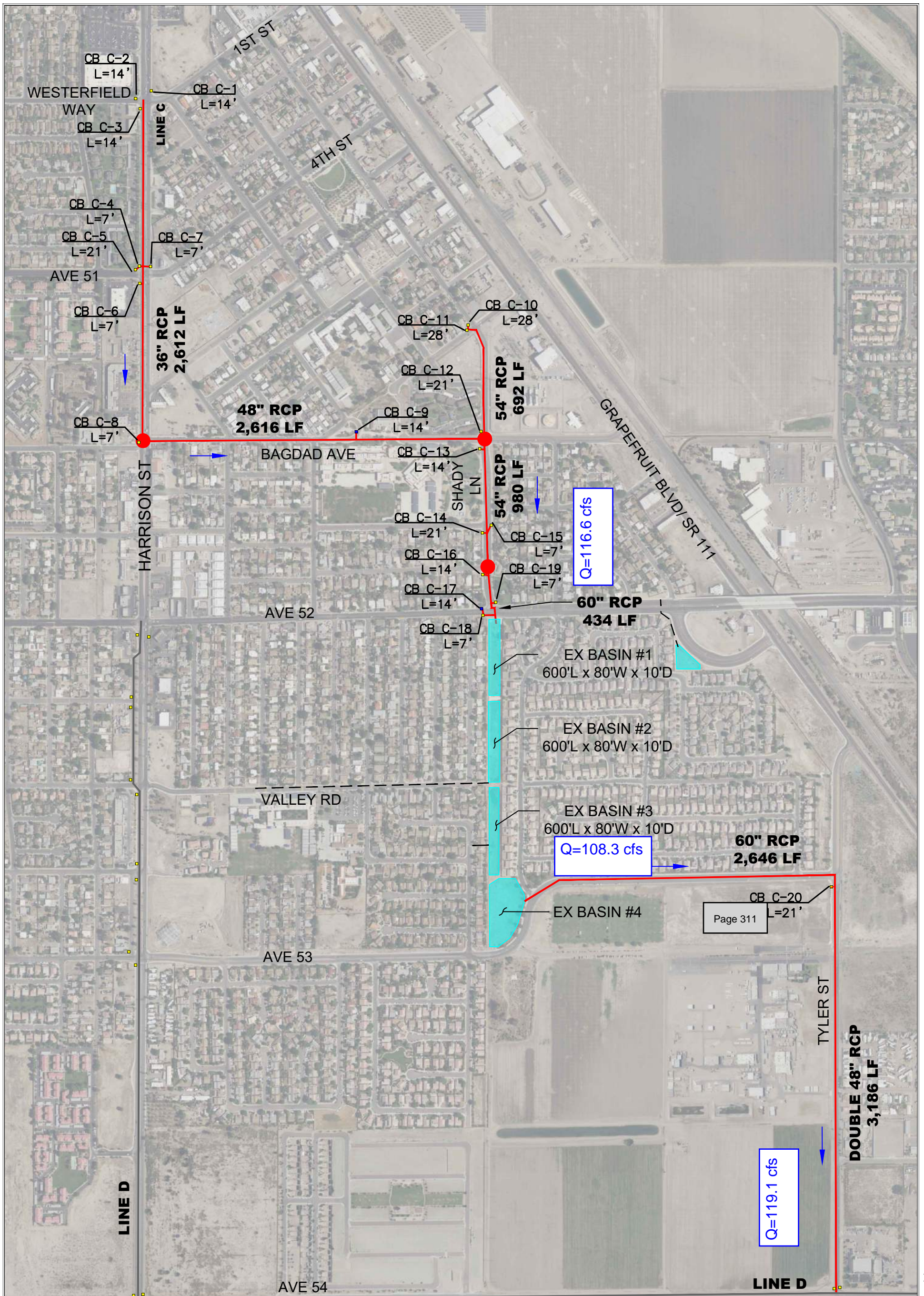
- PROPOSED STORM DRAIN
- PROPOSED CATCH BASIN
- RETROFIT EXISTING CATCH BASIN
- ➔ FLOW DIRECTION



Q3 Consulting
 27042 Towne Centre Drive, Suite 110
 Foothill Ranch, CA 92610
 949.259.6770

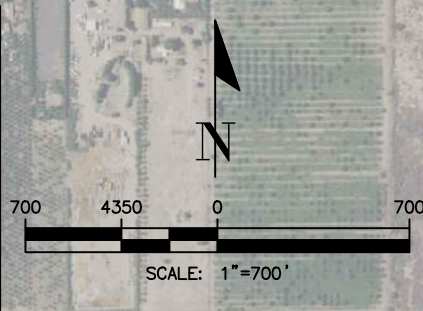


STORM WATER MASTER PLAN	EXHIBIT
SD LINE B	B
FOR CITY OF COACHELLA	SHT 3 OF 5



LEGEND

- PROPOSED STORM DRAIN
- - - EXISTING STORM DRAIN
- EXISTING BASIN
- PROPOSED CATCH BASIN
- RETROFIT EXISTING CATCH BASIN
- ➔ FLOW DIRECTION

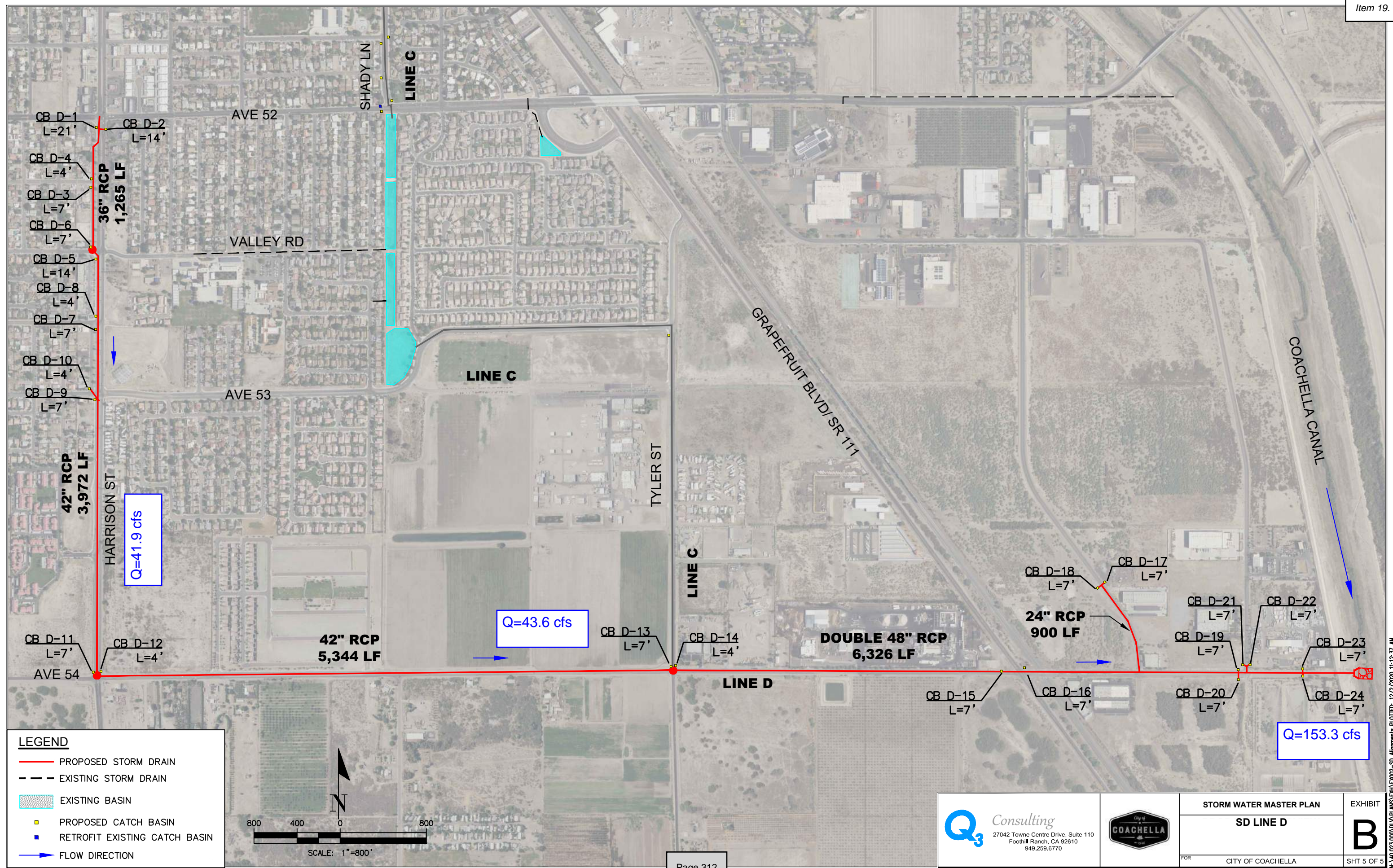


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STORM WATER MASTER PLAN	EXHIBIT
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FOR CITY OF COACHELLA	SHT 4 OF 5

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 949.259.6770



STORM WATER MASTER PLAN		EXHIBIT
SD LINE D		B
FOR CITY OF COACHELLA		SHT 5 OF 5

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STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., City Engineer

SUBJECT: Professional Service Agreement with Egan Civil, Inc. to develop final Plans, Specifications & Engineer's Estimates for the Pueblo Viejo Sustainable Transportation Project, City Project ST-130.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a Professional Service Agreement with Egan Civil, Inc. to develop final Plans, Specifications & Engineer's Estimates for the Pueblo Viejo Sustainable Transportation Project, City Project ST-130, in an amount not to exceed \$181,938.00, which includes a 20% contingency.

BACKGROUND:

On October of 2020, the city entered into a grant agreement with an Infill Infrastructure Grant (IIG) program, which also supplements an Affordable Housing and Sustainable Communities (AHSC) program grant. These two grants provide approximately 3.5 million in funding and are allocated under City project number ST-130. These grant funds are to be used on infill infrastructure improvements in the downtown Pueblo Viejo District. Improvements included in the grant funding include a traffic signal, curbs, gutters, sidewalks, bike lanes, lighting, electrical undergrounding, public plaza improvements, landscaping, and ADA improvements.

DISCUSSION/ANALYSIS:

In November 2020, the City published a request for proposals from qualified professional engineering firms. On January 13, 2021, proposals were received from six engineering firms. Staff reviewed the proposals and evaluated based on experience, schedule and familiarity with the area. As a result, Egan Civil was selected as the top firm for this project.

Egan Civil, Inc. is currently under contract with Chelsea Investment group to complete private design elements of the Pueblo Viejo Sustainable Transportation project. Egan Civil, Inc. was selected based on an evaluation of all proposals and received the highest score due to their existing knowledge of the project, which will give them a head start on design and expedite the proposed schedule. Egan Civil has assembled a high quality team, including partnerships with Heptagon 7 and OPC.

FISCAL IMPACT:

Funding for the PS&E phase of the project will be reimbursed at a rate of 100% through IIG and AHSC grants in an amount not to exceed \$181,938. City Council appropriates \$181,938 for project costs in the City's Capital Improvement Projects Fund (182) and appropriates \$181,938 in the City's Grants Fund (152) to transfer grant funds from fund 152 to fund 182.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 27th day of January, 2021 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 53990 Enterprise Way, Coachella, California 92236 (“City”) and Egan Civil, Inc., a corporation with its principal place of business at 42945 Madio Street, Suite A, 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 design 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 Pueblo Viejo Sustainable Transportation Project, City Project ST-130 (“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 consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from January 27, 2021 to [*****INSERT ENDING DATE*****], 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 Egan, P.E., PLS.**

3.2.5 City's Representative. The City hereby designates **Andrew Simmons, P.E.**, 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 Egan, P.E., PLS**, 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.

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 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 **One Hundred Fifty One Thousand Six Hundred Fifteen Dollars (\$151,615.00)** without written approval of the City's Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Labor Code Requirements.

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

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4 **Accounting Records.**

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Benjamin Egan, P.E., PLS
42945 Madio Street, Suite A
Indio, CA 92201

City:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Andrew Simmons, P.E.

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at

its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any

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

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

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

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

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

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

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

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not

work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-

insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.6 Subcontracting.

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

CITY OF COACHELLA

EGAN CIVIL, INC.

By: _____
William B. Pattison
City Manager

By: _____
Benjamin Egan, P.E., PLS
Principal

APPROVED AS TO FORM:

By: _____
Carlos Campos
City Attorney

Attest:

Angela Zepeda
City Clerk

EXHIBIT "A"
SCOPE OF SERVICES



PROPOSAL

PUEBLO VIEJO SUSTAINABLE TRANSPORTATION PROJECT

CITY PROJECT # ST-130



January 13, 2021



January 13, 2021

Mr. Andrew Simmons, PE
City Engineer
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

**RE: Proposal for Professional Design Services associated with the Pueblo Viejo Sustainable Transportation Project
City Project No. ST-130**

Egan Civil, Inc.
Primary Contact:
Benjamin Egan, PE, PLS
Address:
42945 Madio Street, Suite A
Indio, CA 92201
Phone: 760.404.7663
Cell Phone: 760.898.1106
Email: began@egancivil.com

Dear Andrew:

Egan Civil, Inc. is pleased to submit our Proposal for the **Pueblo Viejo – Sustainable Transportation Project**, within the City of Coachella. Egan Civils' staff and assembled team has significant experience in delivering projects for many of the Agencies within the Coachella Valley and we look forward to assisting the City with this project.

Egan Civil specializes in surveying, mapping, private project entitlement and civil engineering design services throughout the Coachella Valley. Most recently, Egan Civil is the Engineer of Record for the Pueblo Viejo Villas project in Coachella, which is directly related to several the proposed improvements associated with the proposed Sustainable Transportation Project. I will serve as the Project Manager responsible for the oversight, project management, engineering and delivery of all tasks associated with this contract. Providing public works project delivery expertise and assisting with the Project Management will be Brad Donais of **Heptagon Seven Consulting**. Brad brings over 26 years of experience in successfully delivering public works/roadway design related improvement projects. John Patterson of **GMP** will provide landscape architecture design and rounding out our main team members is John Cutler of **OPC** providing right of way acquisition services. We believe Egan Civil team is uniquely and extremely qualified to assist the City with this project based on our past experience specifically with the Pueblo Viejo Villas project as well as in public works program delivery process that we anticipate will be of great benefit to the City on this project.

How We Can Benefit the City. By selecting the Egan Civil Team, the City will be gaining an experienced team of proven professionals that has successfully delivered several projects with the similar unique circumstances as this project. Advantages that distinguish the Egan Civil Team are:

- ❖ **Local Knowledge.** Egan Civil, Heptagon Seven Consulting and GMP were all a part of the developer's design team on the Pueblo Viejo Villas and were instrumental in the development of the 6th Street Frontage and Mario Lazcano Court Plans.
- ❖ **Public Works Project Expertise.** Brad Donais, PE has over 26 years of experience in the area of public works project delivery and provides a hands-on proactive management and engineering approach.
- ❖ **Right Teaming Partners.** We have carefully selected each of our teaming partners on this project to ensure a good fit for the project. In addition, we believe our team is capable of successfully delivering this project on time and within budget as well as providing the City with the desired project result.

The following contains the required information on the Egan Civil Teaming partners. Both Heptagon Seven Consulting and GMP will be under subconsultant agreements with Egan Civil.

Heptagon Seven Consulting, Inc.
Brad Donais, PE, Principal
8413 E Baseline Road, Suite 106
Mesa, AZ 85209
Phone: 480.757.0997

GMP
John Patterson, LLA, Principal
4010 Sorrento Valley Blvd, Suite 200
San Diego, CA 92121
Phone: 858.558.8977

Overland Pacific & Cutler
John Cutler, Project Manager
3750 Schaufele Ave, Suite 150
Long Beach, CA 90808
Phone: 562.304.2000



Our proposal was prepared in compliance with the City's Request for Proposal (RFP). We have reviewed the sample Professional Services Agreement and have no requested changes. Additionally, we acknowledge the receipt of Addendum's #1 & #2 of the RFP. Furthermore, per the RFP, this proposal shall remain valid for 180 calendar days from the submittal date.

We sincerely appreciate the opportunity to provide the City of Coachella with our qualifications and we look forward to providing you with our high standards of quality, technical competence and responsiveness. Please do not hesitate to contact me if you have any questions or will need additional information on this matter.

Respectfully submitted,

Benjamin Egan, PE, PLS
Principal

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QUALIFICATIONS, EXPERIENCE & REFERENCES

Firm Overview. Egan Civil, Inc., was established in 2015 with headquarters in Indio, California, specializes in providing Land Planning, Land Surveying, Civil Engineering and Project Management Services through a hands-on proactive management approach. Our staff has over 25 years of broad Civil Engineering and Project Management experience and is well suited to assist both public and private clients with most of their improvement plan delivery needs.

Egan Civil can manage a project from inception through design, bid and construction. Utilizing the current systems and processes, we can deliver projects that meet or exceed any client's goals for quality, cost and most importantly schedule. Egan Civils' commitment to our clients is the driving force in building a cooperative culture of continuous professional improvement.

Firm Financial Standing. Egan Civil is a financially stable company with no bankruptcy nor pending litigation. Furthermore, we do not have any known organizational conflicts of interest that may affect the ability of the firm or team to perform the duties assigned to us under this potential project.

Firm's Overall and Direct Experience. Egan Civil has experience providing Land Surveying, Civil Engineering and Project Management for projects consisting of a similar scope of work to the services being requested. The firms Principal Engineer has provided Land Surveying Services including topography, road cross section, and mapping for Capital Projects throughout the Coachella Valley including within the City of Coachella. In addition, Egan Civil has prepared public improvement plans including grading, street improvement, signing and striping, traffic signal, and non-vehicular pathways throughout the Coachella Valley. Furthermore, Egan Civil has provided extensive utility coordination with Imperial Irrigation District and other utility purveyors for numerous projects in the valley and most recently has provided extensive coordination for the Chelsea Pueblo Viejo Villas Apartment project immediately adjacent to the proposed work limits.


Egan Civil will therefore serve as the prime consultant for this project due to their direct experience with both the ongoing Pueblo Viejo Villas project and several of the proposed Sustainable Transportation Project elements that are a part of this proposal. Egan Civil will provide overall project management, civil engineering and survey services on the project. Egan Civil Staff include licensed engineer, land surveyor, and GIS Professionals that have extensive experience working with local agencies and utility purveyors through our private development work.


Team Overview & Collaborations. The following is the team Egan Civil has assembled to assist the City of Coachella with the activities required to complete the engineering activities necessary for this project. As you will see, we have assembled a seasoned group of professionals who we believe will successfully complete any task order assigned to our team.



Heptagon Seven Consulting will provide the Egan Civil team with expertise in the area of public works project processing, construction document development, delivery and bidding. Our size provides us the ability to provide our clients with a select staff of hands on, proactive professionals, with the ability to successfully navigate through the project development process. Heptagon Seven will provide lead engineering, bid document development and team guidance on navigation of the project deliverables. Heptagon Seven and Egan Civil have a strategic partnership and have teamed on numerous projects throughout the Coachella Valley over the past 7 years.



 **Gillespie Moody Patterson, Inc. (GMP)** will provide the project with site landscaping and aesthetic elements. GMP is a multi-disciplinary, award-winning design firm focused on providing landscape architecture, land planning, and irrigation design solutions for a variety of public and private development projects. Founded in 1976, GMP is headquartered in San Diego, California. GMP is a service-oriented firm staffed with landscape architects, planners, irrigation designers, LEED Accredited Professionals and support staff who bring more than 70 years of combined experience to meet their client's needs.

 **Overland Pacific & Cutler, Inc. (OPC)** will provide the team with expertise in the area of right of way acquisition for the bike paseo. OPC, a full-service right of way (R/W) company, has been delivering acquisition and relocation projects throughout California since 1980. OPC is in a unique position of knowing how to interact within a public organization, as well as the private sector.

Representative Project and References

The following are references of Egan Civil Team. We strongly encourage you to contract the people listed below.

PUEBLO VIEJO VILLAS, PRIVATE MIXED-USE AFFORDABLE HOUSING PROJECT, COACHELLA CA

**REFERENCE: MR. DAVE DAVIS
CHELSEA INVESTMENT CORP
760.456.6000 EXT 173**

REFERENCE FOR: EGAN CIVIL AND GMP

This mixed use, affordable housing private development is located at the corner of 6th Street and Cesar Chavez in the City of Coachella. The 2.6-acre site will develop 105 residential affordable apartments along with over 3,000 SF of retail commercial space. The overall site design included onsite improvements for site grading, underground storm water retention, sewer and water main and service lines, and electrical backbone and service line coordination. In addition, the project required offsite improvements to 6th Street half street widening, full width street development for Mario Lazcano Court and a private storm drain system connecting to a new retention basin located on the future Transit Hub site. During the development of the Cesar Chavez to 4th Street connector (Mario Lazcano Court), the design team reviewed options for the Transit Hub site.



The project design was completed in April of 2020 and construction is estimated to be completed by the spring of 2022.

COACHELLA SENIOR CENTER ADDITION, COACHELLA CA

**REFERENCE: MR. JON HOY
FORMER CITY ENGINEER
CITY OF COACHELLA
760.895.7092**

Reference For: Heptagon Seven and Egan Civil

As a subconsultant to the ProWest Constructors, the Design Build Prime Contractor, Heptagon Seven provided civil engineering services for the 6th Street frontage and east side parking lot improvements. The 6th Street frontage improvements consisted on the installation of diagonal parking stalls, a small bus stop area and typical Pueblo Viejo intersection bulb out. The east side parking lot improvements consisted on maximizing the onsite parking spaces, addressing existing drainage concerns within the parking lot and providing for new ADA path of travel around the building and from the ADA parking stalls. Last of all, Heptagon Seven coordinated with Frontier on the undergrounding of their overhead facility along 6th Street.



DUNE PALMS ROAD WIDENING & LOW WATER CROSSING REPLACEMENT PROJECTS, LA QUINTA CA

REFERENCES: **MR. BRYAN MCKINNEY**
PUBLIC WORKS DIRECTOR / CITY ENGINEER

CITY OF LA QUINTA
760.777.7045

MR. NICK NICKERSON
CONSULTANT CITY CIP PROJECT MANAGER
NAI CONSULTING
760.323.5344



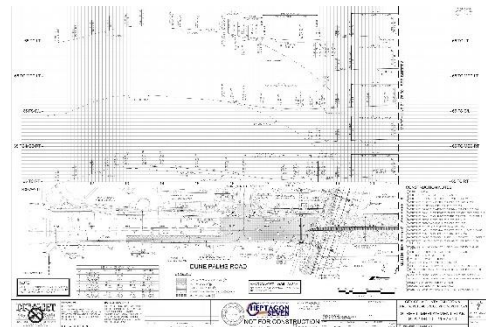
Reference For: Heptagon Seven, Egan Civil and OPC

Separated into two projects by the City, the Widening and Bridge Installation improvements along Dune Palms Road will complete both the street widening to provide a four lane general plan roadway section and remove the last low water crossing with the installation of a bridge over the Coachella Valley Stormwater Channel within the City of La Quinta.

The widening project expanded the roadway width to the ultimate section of 4 through lanes, a center left turn lane and bike lanes in both the north and southbound directions. Since the west side of the road was already fully developed by the school district, the road was widened to the east, which required right of way acquisition from three properties along with the acquisition and relocation of five mobile homes and their owners. Due to the widening improvements along the east side, the project required coordination with IID, Spectrum and Frontier on relocation of their facilities. For this project, the City partnered with IID to underground the overhead electrical lines within the project limits. The project was completed in the fall of 2019 at a cost of \$1.2 million with local and CVAG funding.

The second phase of the Dune Palms Road improvements is to remove the existing low water crossing and replace the crossing with a bridge. This portion of the project will provide a full street reconstruction along with widening Dune Palms Road to its ultimate general plan width, matching the street section from the northern widening project and changing the street profile to accommodate the proposed bridge.

Like the northern project, the bridge project required right of way acquisition from three property owners along with relocation of two mobile homes and the mobile home park managers house. In addition, coordination was required with IID, Spectrum and Frontier on the required utility relocations. Once again on this project, the City will be partnering with IID on providing a full undergrounding of their facilities within the project limits. Along with the required channel slope protection improvements, the project will also provide accommodations for the CV Link facility undercrossing of Dune Palms Road and trail connectors from the main CV Link to the Dune Palms Road bike lanes and pedestrian facilities. The project is currently on hold pending the Caltrans authorization for obligation of Federal Funding for construction Caltrans. In addition to the Federal Funding, this project has three additional funding sources, 100% City local funds, City / CVAG split and 100% CVAG. Due to the multiple funding sources associated with the project, the bid schedule and engineers estimate were broken down to accurately reflect the multiple funding mechanisms.



PROJECT TEAM

Team Personnel. Benjamin Egan, PLS, PE will serve as Project Manager for the Pueblo Viejo Sustainable Transportation Project. Supporting Ben as an Assistant Project Manager will be Brad Donais, Heptagon Seven Consulting. Ben has extensive experience and background knowledge on two the main areas associated with the project, Mario Lazcano Court extension and the 6th Street Corridor Improvements, as his firm was the engineer of record for the Pueblo Viejo Villas at the corner of 6th Street and Cesar Chavez Blvd. Along with his project manager responsibilities, Ben will provide surveying, mapping and engineering services.

Brad has extensive experience in the area of Public Works Engineering project delivery, having served as Project Manager and/or Lead Civil Engineer for over 60 capital improvement projects over the past sixteen years for various public agencies within the Coachella Valley totaling over \$175 million in construction costs. Through his experience on these projects, Brad has shown the ability to manage and engineer a large range of project types and complexities with various funding sources. Along with assisting Ben with project management activities, Brad will serve as the lead Civil Engineer. His work with IID in four recent public agency undergrounding projects, Dune Palm Road Widening, Dune Palm Road Bridge and Downtown Indio Phases 1 and 2, Brad has a firm understanding of the IID design process and what will be required of the City by IID for the proposed undergrounding work.





An important element of all civil improvement projects is ensuring that all plans are constructible. Lloyd Beaman, who will be overseeing and administering the quality control program and constructability review of all PS&E documents, has over 35 years of construction experience with an expertise in QA/QC reviews, construction practices and processes, materials and cost estimating. He has worked around the globe on projects ranging in both size and complexity.


Egan Civil and Heptagon Seven Consulting, through their strategic partnership, have been teaming on delivery of both public and private development projects over the past seven years. Egan Civil will provide supervision, coordination, design, monitor and review the proposed work efforts for conformance with City's Guidelines to ensure a successful completion of all projects. We believe the Egan Civil team possess the necessary skills, unique project understanding, capabilities and experience with the City to successfully deliver this project.

Providing aesthetic and landscaping design services will be Landscape Architect John Patterson of GMP. Most recently GMP provided landscape design services for the Pueblo Viejo Villas and the southern portion of Mario Lazcano Court, so they are familiar with the City's requirements per the Pueblo Viejo Revitalization Plan. Furthermore, Heptagon Seven, GMP and Egan Civil are currently under contract with SunLine Transit Agency on their Transit Hub site development project located along Mario Lozano Court.

Rounding out our primary design team members will be John Cutler of Overland Pacific & Cutler (OPC). John will provide all right of way acquisition needs for the project. John has a long history of providing agencies within the Coachella Valley including the City of Coachella on land acquisitions. Heptagon Seven and John have teamed on several projects requiring right of way acquisition.

Qualifications of Key Team Members

Team Member / Role	Education / Experience	License / Registration	Select Relevant Project Experience
<p>Benjamin Egan, PE, PLS <i>Project Manager/ Survey & Mapping & Engineering</i></p> 	<p>Engineering Transfer Program, Tacoma Community College</p> <p>Exp. 17 Years</p>	<p>Civil Engineer, CA, 73070</p> <p>Professional Land Surveyor, CA, PLS 8756</p> <p>SWRCB Qualified Storm water Developer, QSD 23282</p>	<ul style="list-style-type: none"> • Pueblo Viejo Villas, Coachella CA • SunLine Transit Agency Indio Yard Pavement Replacement, Indio CA • SunLine Transit, Corporate Yard Fencing, Thousand Palms CA • Miles Avenue Median Improvements, La Quinta CA • Dune Palms Road Widening, La Quinta, CA • Dune Palms Road Low Water Crossing Replacement, La Quinta CA
<p>Brad Donais, PE <i>Lead Civil Engineer</i></p> 	<p>B.S., Civil Engineering, University of North Dakota, Grand Forks</p> <p>Exp. 27 Years</p>	<p>Civil Engineer, CA, 68828</p> <p>Civil Engineer, MN, 26245</p> <p>Civil Engineer, ND, PE-9259</p> <p>Civil Engineer, AZ, 58121</p>	<ul style="list-style-type: none"> • Pueblo Viejo Villas, Coachella CA • Fire Station 79 Remodel, Coachella CA • Dune Palms Road Low Water Crossing Replacement, La Quinta CA • Sr. Center Expansion, Coachella CA • Dune Palms Road Widening La Quinta, CA • Rancho Las Flores Park, Coachella CA • Phase 1, 6th Street Improvements, Coachella CA • Phase 2, 6th Street Improvements, Coachella CA
<p>Lloyd Beaman <i>QA Manager/ Constructability Review</i></p> 	<p>Construction Management, University of Texas</p> <p>Exp. 38 Years</p>		<ul style="list-style-type: none"> • Highway 111 & Cook St Improvements Phase 3 CM, Indian Wells CA • CM COD Offsite Improvements & Downtown Indio Infrastructure Phase 2, Indio CA • CM Downtown Indio Infrastructure Improvements Phase 1, Indio CA • CM Tempe City Lake Pedestrian Bridge, Tempe AZ
<p>John Patterson, LLA <i>Principal, Landscape Architect</i></p> 	<p>B.S., Landscape Architecture, California State Polytechnic University, San Luis Obispo</p> <p>Exp. 35 Years</p>	<p>Landscape Architect, CA, 3503</p> <p>Landscape Architect, AZ, 44041</p>	<ul style="list-style-type: none"> • Pueblo Viejo Villas, Coachella CA • Rancho Tesoro – CFD Maintained Streetscape, San Marcos CA • Europa Village – Winery & Boutique Hotels, Temecula CA • Jefferson Platinum Triangle – Luxury Apartments, Anaheim CA • San Miguel Ranch – Master Planned Community & Recreation Center, Chula Vista CA • Union Square – Condominium Community, Downtown San Diego CA

<p>John Cutler R/W Acquisition Manager</p> 	<p>B.S., Business / Real Estate, Sacramento State University</p> <p>Exp. 35 Years</p>	<p>Real Estate Broker, CA 00372712</p>	<ul style="list-style-type: none"> • Avenue 52 / Grapefruit Grade Separation, Coachella CA • Dillon Road Grade Separation, Coachella CA • Dune Palms Road Low Water Crossing Replacement, La Quinta CA • Dune Palms Road Widening La Quinta CA • Avenue 44 Low Water Crossing Replacement, Indio CA
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WORK PLAN

Project Understanding

With this project, the City of Coachella desires to provide sustainable transportation related improvements to their Pueblo Viejo District area. These improvements include the following elements:

- Class II (On Street) Bike lanes;
- 5th Street Pedestrian & Bicycle paseo / connector;
- Public Plaza at Cesar Chavez and 6th Street;
- Sidewalk Infills;
- 6th Street reconstruction between Palm Ave and Cesar Chavez;
- Mario Lazcano Court extension; and
- Overhead utility undergrounding along 6th Street and for Mario Lazcano extension.

The funding for the noted improvements will be provided through two grants, Affordable Housing Sustainable Communities Grant (AHSC) and an Infill Infrastructure Grant (IIG) both through the California Department of Housing and Community Development. From the grant agreements and information provided in the RFP, the budget amount for above noted improvements is as follows:

- Installation of the Class II bike lanes and sidewalk infill - \$696,500;
- 5th Street Pedestrian / Bicycle Paseo / Connector - \$335,000;
- Public Plaza - \$180,000;
- 6th Street Reconstruction - \$1,300,000;
- Mario Lazcano Court extension - \$330,000; and
- Overhead Utility Undergrounding - \$405,049.

Through our review of the original RFP and Addendums #1 and 2 along with an extensive field review of the proposed improvement areas for the existing site conditions, a number of the noted improvements included on the Vicinity Map exhibit included within the RFP have already been completed or are in the process of being constructed. Furthermore, we understand that the prior noted budget amounts are most likely hard capped numbers, therefore it will be imperative for our team to close attention to design decisions that will impact construction costs, while ensuring a quality design and finished product.

Per the above requested improvements, the following discussion provides specifics on each design element along with possible solutions to eliminate expensive improvements while meeting the intent of the grants and City needs on this project.

Class II Bike Lanes

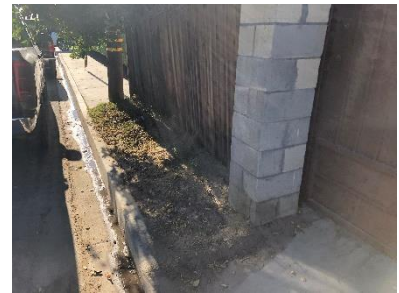
The RFP noted over 2 miles of Class II bikeways on various streets in the Pueblo Viejo Downtown area associated with this project, which were initially identified on the provided exhibit. Since each of the noted street corridors are of sufficient width, this improvement will consist of providing a five-foot-wide bike lane striping along both sides of the street conforming to the CaMUTCD Chapter 9C, Markings for Bicycle Facilities. One possible construction and long-term cost saving measure would be to forgo the green background and pavement painting outside of the primary street corridors. The Consultant team will work with City Staff on the final pavement marking details.



Sidewalk Infill Areas

The RFP identified six areas where sidewalk segments were missing; 1) First Street between Palm Ave and Orchard St; 2) 6th Street between Cesar Chavez and Date Ave; 3) Tripoli Way from 6th St to Bagdad Ave; 4) Pendleton Way from 7th St to 9th St; 5) Orchard Ave from 9th St to Shady Lane; and 6) Vine Ave from 8th St to 9th St. For all proposed infill areas, the Consultant team will review all adjacent curb ramps to ensure the full pedestrian facility meet current ADA requirements and standards. From our review of the proposal, the 6th Street segment will be a part of the 6th Street reconstruction improvements. Additionally, from our field review of the noted segments, we would recommend modifications to the limits or eliminate the sidewalk installations along Pendleton Way and Orchard Avenue.

Along the west side of Pendleton Way, there are several existing homeowner fencing improvements that are within three feet from the face of the existing curb, and the relocation of these fence improvements would add to the overall construction costs. The east side of Pendleton Way already has sidewalk improvements adjacent to the Palm View Elementary School. Within the segment from 7th Street to 9th Street, of the five homes along this corridor, three homes immediately south of the 8th street do not have access from the front door to a public pedestrian facility.

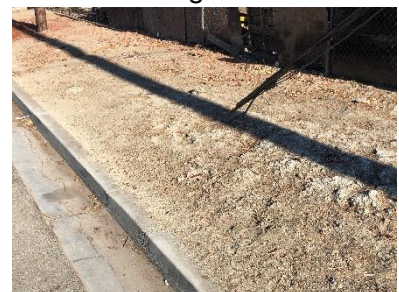


For the segment along Orchard Avenue, there is an existing sidewalk along the west and south side of the street. Since the parcel between 9th Street and Shady Lane is an undeveloped parcel with no residential developments requiring pedestrian movements to gain access to a school route, we recommend omitting this section of sidewalk infill from the project.



Along Tripoli Way, the west side of the street does not have any sidewalk facilities and has an asphalt concrete berm for the existing edge of pavement condition. The east side of Tripoli has both concrete curb and sidewalk for the full segment length except for the northern 130 feet. Since the overall project will be improving the intersection of 6th and Tripoli Way, the most cost effective solution to providing a continuous pedestrian facility would be to complete the short section along the east side of the street, rather than placement of sidewalk adjacent to an asphalt curb for the full length of the street.

Lastly, the sidewalk segment along Vine Ave will complete a missing segment from 8th to 9th Street. This segment has several existing obstructions, utility poles, trees, etc., that will make construction of this sidewalk a little more expensive than others. There appears to be enough right of way to meander a proposed sidewalk around most of the obstructions.



5th Street Pedestrian / Bike Paseo

Within the vacant parcels west of the 5th Street dead end, the City desires to provide a pedestrian/ bike paseo / connector between 5th Street and Mario Lazcano Court, which will connect 5th Street to the future SunLine Transit Hub located west of Mario Lazcano Court. The proposed facility will

include a shared two-way bicycle and pedestrian facility along with pedestrian level lighting and landscaping. The paseo area may include shade structures, tables and benches, and other amenities that meet the project objectives, community needs and budgetary constraints. The Consultant team will work with City Staff on the desirable elements for the paseo, keeping in mind the limited project budget.



Per the RFP and Addendum #2, at the west end of the existing Fifth Street improvements, the placement of the bike paseo will require acquisition of land from APN 778-071-008. The Consultant team will work with the City on the final acquisition configuration, area and acquisition type (easement or permanent easement) prior to initiating any acquisition services.

Public Plaza

At the existing pocket park located at the intersection of 6th Street and Cesar Chavez, the City desires to install landscaping and place a shade structure within the park. The Consultant team will work with City Staff on the desirable elements for plaza, keeping in mind the limited project budget.

6th Street Reconstruction and Utility Undergrounding

For the section between Chavez Street and Palms Avenue, the City is looking to complete the 6th Street corridor in accordance to their Pueblo Viejo Downtown Design Guidelines. The City has two approved street improvement plan sets within the noted corridor; 1) the Webb plans noting improvements for the full section length; and 2) the Egan Civil plans adjacent to the Pueblo Viejo Villas. Per the RFP Addendum #1, the Consultant will compile the two approved plan sets and prepare an overall final set of plans and specifications, excluding the improvements adjacent to the DPSS site and at the Date Avenue intersection. For the section between Date Avenue and Palm Avenue, the Consultant will coordinate with IID, Frontier and Spectrum on the undergrounding of their overhead facilities. Additionally, between Tripoli Way and Cesar Chavez Street, there is a single communications line which will conflict with the proposed 6th Street improvements. In general, since communications facilities are located within the public right of way through an encroachment permit or license agreement, the costs for the relocation will be the responsibility of the utility company, with no cost to the City.



For the section of 6th Street between Date and Palm Avenues, which includes four existing residential properties with electrical feed locations on the back side of the house, that will make this segment of electrical undergrounding difficult. From past public agency undergrounding projects, it has been our experience that IID will require the City to install the conduit and structures, and IID forces will install



the cabling and electrical equipment, perform the electrical cut overs and remove the existing overhead facilities. Since the IID conduit and structure installations will be the responsibility of the City, this design and construction operation will need to be a part of the construction documents. Furthermore, both Frontier and Spectrum will most likely install their own conduit within the same trench excavated for the IID conduit.

Mario Lazcano Court Extension

The Pueblo Viejo Villas project prepared a set of plans for the construction of Mario Lazcano Court from Cesar Chavez to south of 4th Street as a part of their mixed use / affordable housing project. As a part of the City's proposed project, the Consultant will need to finalize the northern portion of Mario Lazcano Court improvement plans. Like 6th Street, this extension plan will require relocation of overhead communication lines (Frontier and Spectrum) along 4th Street and coordination with IID on the relocation of an electrical service line, which are all in conflict with the requested improvements. In addition to the utility coordination, the Consultant will need to coordinate the improvements with SunLine Transit Agency who will be constructing a Transit Hub to between Mario Lazcano and Cesar Chavez. Our project team, Egan Civil, GMP and Heptagon Seven, will be providing the engineering services for SunLine on their transit hub improvements project.



Project Approach

Following authorization to proceed and the kickoff meeting, the Consultant will proceed with the data collection phase of the project. Once the topographic survey and utility information have been gathered, compiled and assimilated into CAD base files, preliminary engineering and concept design activities will begin. Early in the design process, Consultant team will prepare a concept for the Ped/Bike Paseo and Public Plaza area, along with a concept for proposed sidewalk infill areas. As noted above, the Consultant team will review the noted corridors requiring sidewalk infill and provide a preliminary design noting conflicts, a cost estimate and recommendations on which segments should be constructed, noting the limited funds. Along the same lines, the Consultant team will develop a concept that is in line with the current funding limits noted in the two Grant Agreements (AHSC and IIG).

Following the approval of the concept plans, the Consultant Team will work towards preparing final construction plans depicting the noted improvements. Throughout the full concept and plan development process, the Consultant team will work closely with City staff to ensure both a timing delivery of the plans as well as a design that is within the noted budgets.

Of concern to the Consultant team is the underground conduit design process within IID and how that will fit into the overall project delivery schedule. Current experience with IID on other design projects, has revealed a long IID design schedule. With this knowledge, the Consultant team, immediately following notice to proceed, will initiate coordination effort with IID staff on their facility undergrounding planning and design.

Scope of Work

Task 1: Project Management. Consultant will manage project management duties for the duration of the project in order to assure a cost-efficient, quality process. Our staff will effectively coordinate and communicate the project with City Staff and necessary agency partners from inception to final approval. Project Management activities will begin at the project initiation and will not end until construction activities have concluded. Consultant utilizes a hands-on approach to our business and thus our principal will be actively involved for the duration of the project.

Coordination Meetings. As a part of project management, regular project meetings are critical for providing current project updates, work through potential project issues and discuss current scope,

schedule and project budget for both design and more importantly construction. The kick-off meeting is the first crucial step in the design process. At the Kick-off Meeting will review the scope of work and establish the basic design standards, parameters and communication/notification protocol. Following the Kick-off meeting, regular meetings will be held either in person, as conditions allow, or via video conference between the Consultant Team and City Staff. The frequency of the meetings will depend upon the requirements of the City's project manager and the complexity, political nature and/or expedited schedule. At a minimum, Consultant proposes to hold up to four (4) total formal meetings with City staff beyond the Kick-off meeting. Consultant will also prepare monthly status progress reports for City Staff as necessary. Other meetings per specific tasks are noted in the following.

Agency Coordination. Consultant will coordinate with appropriate agencies through regular meetings and direct contact. Concerns and issues expressed by agency representatives will be documented in a database to ensure that expressed concerns are recorded, communicated all interested agency partners, and addressed. Consultant will specifically coordinate with IID early in the design process to ensure a timely delivery of all undergrounding plans.

Project Schedule Control. At the onset of the project, Consultant will prepare a baseline schedule which will include all major scope tasks listed below, regular meeting dates and agency review and process timelines. In addition, the schedule will include other anticipated permit and agreement timelines. The schedule will be kept up to date, with a percent complete for each task and it will be distributed on a regular monthly basis at project meetings or via email.

Quality Control/Quality Assurance. All reports, plans, specifications and other deliverables are reviewed by a dedicated Quality Control Manager prior to submittal to the City. The review of the plans and specifications will also include a constructability review.

Deliverables:

- *Quality Control and Constructability Review of Construction Documents*
- *Project Meeting Agenda, Handouts, Minutes and Management Logs*
- *Prepare and Maintain Project Schedule*
- *Agency Coordination*

Task 2: Topographic Data Collection. Consultant will provide a field topographic survey to collect existing features within proposed construction corridors for the following project segments:

- 6th Street Improvements from Palm Avenue to Cesar Chavez Blvd;
- Mario Lazcano Court; and
- Sidewalk Infill Areas
 - First Street between Palm Ave and Orchard St;
 - Tripoli Way from 6th St to Bagdad Ave;
 - Pendleton Way from 7th St to 9th St;
 - Orchard Ave from 9th St to Shady Lane; and
 - Vine Ave from 8th St to 9th St.

The collected feature shall include but are not limited to surrounding street curb and gutter, building footprint, existing utility manholes, valves and above ground structures, irrigation valves, top of curb, flow line of valley gutters, walls, all above ground features / structures and other hardscape features.

The Consultant will deliver a topographic base file, land base file depicting center, section and right of way lines. Following the gathering and processing of the field topographic data, Consultant will prepare a base map containing information such as parcel lines (including APN number, owner name, business name and address), and underlying easements, if readily available through recorded maps.

For the bike lane striping improvements that are a part of the project, Consultant will obtain Record Drawing and Map information to create the street curb and gutter base information. This office prepared existing improvement base map will be field verified to ensure accuracy in street width and driveway locations

Deliverable:

- *Topographic and Land Base Map*

Task 3: Utility Research and Coordination. Consultant will review existing utility data available from the City from Record Plan drawings and through requested utility plat information for the areas within the proposed construction corridors.

Utility Outreach. Immediately following the Kick-Off Meeting, Consultant will prepare Utility Information Request letters to be sent to various utility companies, along with the base plans, requesting the utility facility maps (“Atlas Maps” and Record drawings) within the project limits. Following receipt of all utility plats, Consultant will field verify, to the extent possible, the accuracy of the existing utility base information.

Utility Coordination Documentation. From the start of the project, all utility information including project contacts, correspondence dates, meeting minutes and other coordination will be maintained by the Consultant. A copy of the final utility coordination binder will be provided to the City at the project bidding phase of the project.

Utility Relocation Coordination. Following the concurrence on the final project scope of work by the City, Consultant will initiate design activities with those utilities who prepare their own design plans (Imperial Irrigation District (IID), Frontier Communications and Spectrum) for the underground relocations. The initiation of the agency designed facilities will be necessary to assist in determining overall project costs as well as to obtain design information on a timely basis for construction activities. Consultant will coordinate with all utility relocation/undergrounding up through the completion of contract documents and plans.

Deliverables:

- *Utility Base Map*
- *Coordination Binder*
- *Relocation / Undergrounding Coordination*

Task 4: Concept Plans. From the prior noted development areas, Consultant will prepare a concept plan for the 5th Street pedestrian and bike paseo / connection, public plaza and sidewalk infill areas. The following provides more specifics on each concept plan.

5th Street Ped & Bike Paseo, Public Plaza and Mario Lazcano Parkway Landscape Concept Plans. Consultant will prepare a concept plan with both civil and landscape elements for the bike paseo, public plaza and Mario Lazcano. The concept plan will identify hardscape and softscape

(landscape) areas along the paseo, plaza area and street, including but not limited to path lighting, accent lighting, shade structure(s), path alignment, hardscape and landscape elements. The plan will be submitted to the City for review and approval. The concept plan will include:

- Overall landscape plan identifying suggested trees, shrubs and groundcover within designated improvement areas.
- Low voltage landscape accent lighting fixture locations cut sheets/images (paseo only);
- Hardscape color and finish (paseo only);
- Site furnishing (benches, trash/recycling receptacles, bicycle racks) locations and product cut sheets/images (paseo only); and
- Design for proposed overhead shade structure for Public Plaza, picnic areas, public art or other park improvements as requested by the City. Options for prefabricated shade structures will be provided for consideration.

A proposed plant material legend (trees and shrubs) shall be provided indicating suggested plant material consistent with the Pueblo Viejo Guidelines and the adjacent community. Any site modifications by City and/or Architect requiring revisions to the concept plan may require additional compensation, which will be noticed and negotiated prior to initiating the additional work or rework. The review process will include one revision of the concept plan prior to initiating improvement plan sheets. A preliminary Opinion of Estimated Construction Costs will be prepared with the concept.

Sidewalk Infill Concept. Based on the field review of each area and development of the topographic base file, Consultant will prepare sidewalk infill concept plan. This concept plan will identify all potential conflicts and required improvements necessary to facilitate the sidewalk installation. In addition, the Consultant will identify any existing sidewalk deficiencies in the curb ramps at all connecting facility intersections. A preliminary Opinion of Estimated Construction Costs will be prepared with the concept.

Deliverables:

- *Paseo & Plaza Concept plan*
- *Sidewalk Infill Concept Plan*

Task 5: Legal Description and Exhibit. Consultant shall prepare one (1) Legal Description and Exhibits for the right of way acquisition associated with the bike paseo at the existing western termini of 5th Street.

Task 6: Right of Way Acquisition. Consultant will provide the following subtasks associated with the required acquisition at the end of 5th Street for the installation of the bike paseo from 5th Street to Mario Lazcano.

Project Management

Project management and planning will begin prior to the initiation of actual acquisition activities. It is critical that all members of the team agree as to the City's desired process and timeline working within the constraints of the Uniform Act and State Relocation Regulations. OPC's project management services will include:

1. Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.

2. Assisting with the development of administrative policies, procedures, and forms necessary to carry out the acquisition and relocation program under the applicable funding source rules.
3. Ongoing general consultation and project coordination with the City and project team members.
4. Preparation of tracking reports that monitor the completion of project milestones.
5. QA/QC of all staff and work product associated with the Project.

Title Investigation Services

Prior to commencing any right of way activities, OPC will obtain and review preliminary title reports (PTRs) for the subject parcel(s) along with all available project information supplied by the Client. The following is included as part of OPC's title investigation:

1. Secure vesting deeds and review to establish ownership of all interests, including fee ownership of properties, as necessary.
2. Order one (1) Preliminary Title Report, chains of title, and other title related information through Commonwealth Land Title Insurance Company (Commonwealth).
3. Review and compile all dedications, easements, and encumbrance information as identified in the preliminary title reports.

Appraisal Services

Fee appraisal will be completed by a California General Real Estate Appraiser as follows:

1. OPC will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
2. Our appraiser RP Laurain & Associates, Inc. (RP Laurain) will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3. Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
4. Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
5. Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
6. Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) within six (6) weeks from receipt of the appraisal task order. The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
7. OPC will receive the completed appraisal report and submit them to the City.

Real Property Acquisition

During the early phase of the Project, OPC will perform pre-acquisition activities consisting of a comprehensive review of all title reports and underlying record documents, issuance of statutory appraisal letters, and review of engineering plans, legal descriptions, right of way maps and other information relevant to the project. OPC's Project Manager will coordinate with the selected appraiser on title issues, property inspections, and clarification of engineering design elements. This initial stage

will also include preparation of written offers of just compensation, documents, deeds, and right of way agreements in accordance with applicable requirements, to submit to the City for approval.

Negotiations

Following the City's approval of just compensation, OPC will present the City's written purchase offer to the owner and/or owner's representative. Contact involve an interactive discussion with the property owner about his/her property; explanation of the project and its impacts to the property; explanation of the appraisal process and how the value was concluded and answer any questions or concerns the owners may have.

At OPC, all of our agents are licensed with the California Department of Real Estate (DRE) and trained to utilize a non-coercive, integrative communication style to overcome all hurdles in reaching a settlement in the most efficient manner possible. Our agents will communicate in good faith, with an open mind for creative solutions that would be mutually beneficial to all parties involved.

In the event a counter proposal is made, OPC will evaluate its merits and make recommendations if an administrative adjustment or settlement is warranted based on the facts. OPC consults with the selected appraisal staff to provide supplemental research and analysis of property owner presented reports or theories. Supplemental negotiations, as applicable, may also include addressing any objection or question concerning the project the owner has by conferring with the City's Project Manager.

Once an agreement is reached, OPC will submit the appropriate executed documents to the City for approval; including letters of recommendation with supporting documentation if an administrative settlement is being recommended.

The following scope of services is included as part of acquisition and negotiations:

1. Establish and maintain complete and current ownership files in a form acceptable to the City.
2. Receive and analyze title information, approved appraisal reports, and legal descriptions in enough detail to negotiate with property owners and other parties. Prepare a plan for title clearance for all parcels.
3. Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of City.
4. Present written purchase offers to owners or their representatives. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable. OPC will coordinate and work with any lending institutions involved in the foreclosure process.
5. Follow-up and negotiate, as applicable, with each property owner, as necessary; prepare and submit recommended settlement justifications to City for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to \$5,000) with City. Ongoing negotiations and settlement discussions will continue for a reasonable time after the initial offer or if settlement or impasse is reached sooner.
6. Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests.
7. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.

8. Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
9. Transmit executed acquisition documents to City. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes pertinent data relative to the transaction.
10. Spanish speaking agents are available, as needed.

Escrow Coordination

Upon the City's approval of the appropriate documents, escrow will be opened by submitting an instruction letter providing the purchase contract, title insurance coverage, and notarized Deed to escrow agent. OPC will assist with any due diligence requirements and resolve adverse title conditions preceding the close of escrow and will coordinate payment of just compensation. The City will be furnished with copies of the recorded Deeds and title insurance policies following the close of escrow. During the course of the acquisition process, OPC will maintain a complete acquisition file of all correspondence, offers, and contacts with each property owner and the City; provide the City with written status reports at the prescribed interval and confer with the City's Project Manager as needed; maintain a current Acquisition Checklist showing each successfully negotiated parcel; and outline any special terms agreed to with a recommendation for City action.

If by Negotiated Settlement, OPC will assist the escrow/title company in the following:

1. Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
2. Provide escrow officer with fully executed acquisition contract and notarized deed(s).
3. Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
4. Assist escrow to secure full or partial reconveyance and/or subordination instruments from lien holders of record, if needed.
5. Review settlement statement for accuracy.
6. Coordinate deposit of acquisition price and estimated closing costs with escrow.
7. After the closing, review the title insurance policy for accuracy, if ordered.
8. Prepare and mail a letter to County Assessor requesting cancellation of taxes, if appropriate.

If by Eminent Domain Proceedings, OPC will coordinate with the City and the City's legal counsel for all required activities, including agency meetings, Resolutions of Necessity, and provide support for legal proceedings, as needed. The following scope of services is included as a part of Eminent Domain Coordination:

1. Prepare a letter for the City signature, to eminent domain counsel requesting proceeding to condemnation.
2. Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
3. Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
4. Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based on the value of the interest required) are additional.

Task 7: Improvement Plans. Based on the City approved Concept Plans, Consultant will prepare detailed improvement plans for the Bike Lane striping, 6th Street Reconstruction, Mario Lazcano Extension, 5th Street Paseo and Public Plaza areas. It is assumed that all proposed project improvements plans will be packaged under one cover. Plans will be prepared on 24"x36" sheets, at an appropriate scale, conforming to the current City standards.

The improvement plan set will be organized into subgroupings as noted above, to reduce and/or eliminate any Contractor confusion. The improvement plan submittal will include, but not be limited to, the following sheets:

- Title Sheet
- Construction Notes and Quantities
- Construction Details
- Removals and Existing Utility Plan
- Civil Improvements
- Hardscape, Landscape and Irrigation Improvements
- Undergrounding Joint Trench plan
- Signing & Striping

Consultant will prepare final improvement plans and submit to the City for review at 95% and 100% Mylar Screen check stages. Consultant will provide an electronic (PDF) improvement plan submittal for City review. If requested, hard copies of the plans will be provided to the City for review purposes.

Based on Addendum #1, Consultant will integrate and update the existing Webb & Associates 6th Street Improvement Plans into the current improvement plan documents. Based on the provided guidance, Consultant will review the existing approved plans, update the plans to the current design standards and specifications, and revise the plans where necessary. The scope and supporting fee for integrating and updating of the original plans assumes the City will be providing a copy of the original CAD files that were utilized in the development of the original plans to the Consultant team. If the City is not able to provide the Consultant team with the CAD files of the original design, the Consultant will need to negotiate an additional fee for recreating the noted street plans.

For the bike lane pavement marking plan sheets, Consultant will prepare the street base file based on record information and field measurements. The street base file will note locations of curb and gutter, driveways, intersections and existing striping. The final striping improvements will be shown on a plan sheet at an appropriate scale to fit the improvements on two plan sheets.

Consultant will prepare final landscape, hardscape, and low voltage site lighting plans as well as irrigation and general construction specifications for incorporation into the final bid sets. Plans will address all street frontage landscape areas, ped/bike paseo and public plaza landscaping. The plans will be coordinated with the Civil Engineer, site utilities, and IID to ensure that final drawings are complete and coordinated. Schedule, milestones and submission dates are to be coordinated with the Owner. Construction Documents are described below.

- A. Landscape Cover Sheet, Maps and Notes
- B. Hardscape Plans: includes preparation of construction documents for hardscape areas as indicated on the concept plans. Where planters, decorative paving, etc. are used, the

- plans will show enough detail in both plan and section to thoroughly describe construction requirements including materials, base, pavement thickness, footings, reinforcing, and expansion and control joint layout. Prefabricated overhead canopies/structures will be specified with structural engineering requirements being provided by the manufacturer. Selection, design and/or detailing of Public Art is specifically excluded. Plans will indicate hardscape color and finish in Public Art space only. Structural Engineering services are specifically excluded from this proposal.
- C. Fine Grading - Coordination of site grading and drainage with the project Civil Engineer. Proposed hardscape and softscape drain inlets will be provided to the Civil Engineer for incorporation into the overall site grading and drainage plan.
 - D. Irrigation Plans: includes diagrammatic layout at 1" = 20' of landscape irrigation piping, valves, control equipment, sprinkler heads, and related equipment for the irrigation of planted areas, specifically calling out pipe and equipment sizing and types, brand and model. Plans will be prepared to meet the requirements of the Imperial Irrigation District and all other applicable guidelines. This will also include necessary details for the installation of the system, and coordination with all consultants for conflicts.
 - E. Final Landscape Plans: prepare a final landscape plan, which will include plans at a scale of 1" = 20' indicating the location and arrangement of all plant materials.

For the project street segment along 6th Street, Consultant will review of and updates to existing approved plans prepared by Webb & Assoc. to incorporate existing and proposed Right of Way modifications to those plans. This scope and fee assumes that the City will provide the current digital (ACAD) files for the 6th Street plans to the Consultant for our use. Consultant will become the Landscape Architect of Record of the landscape and irrigation portion of the 6th Street improvement plan set.

Landscape Consultant work will be coordinated with the City/Owner, as well as the Civil Engineer, Site Utility, and Electrical Service providers to ensure that final drawings are complete and coordinated. Schedule, milestones and submission dates are to be coordinated with the Owner. Construction Documents are described below.

Prior to submittal of this plan package, the plans, specifications and estimate will undergo through a QA/QC and constructability review to vet out any potential issues with the construction or possible long lead items.

Deliverables:

- 95% Improvement Plan
- 100% Mylar Screen Check Plan
- Mylar Improvement Plan

Task 8: Specification and Bid Document. Using the City provided "Boilerplate" bid package and project specifications, Consultant shall prepare the technical specifications for each item of work in the Project not sufficiently covered by the Standard Specifications (Greenbook). The Consultant shall also prepare the bid schedule, update any utility relocation requirements for the project, review and modify the traffic control and staging for the project and determine the liquidated damages and working days for the proposed construction work. Specifications will be provided starting with the 95% plan submittal. As noted under the Improvements Plans, prior to submittal of each noted plan

package, the plans, specifications and estimate will undergo through a QA/QC and constructability review to vet out any potential issues with the construction or possible long lead items.

Deliverables:

- *Bid Document & Specs – 95% and 100% Check Stage*
- *Final Bid Document & Specs – With Final Signed Plans*

Task 9: Opinion of Probable Construction Costs. Consultant will prepare an Engineers Estimate of Probable Construction Costs for the proposed improvements based upon the approved preliminary design plans utilizing the current edition of the Caltrans Contract Cost Data Book and recent bid information from area bids for unit costs. The construction cost estimate will be updated at each plan submittal stage.

Deliverables:

- *Construction Estimate – 95% and 100% Check Stage*
- *Final Construction Estimate – With Final Signed Plan Set*

Task 10: Services During Bidding. Consultant will assist the City with the bidding and award process for this project. These services will be performed on a Time-and-Material basis. Activities associated with this task include but are not limited to:

- Bid Support. All key team members will be available to attend a pre-bid meeting.
- Respond to Inquiries. Consultant will respond to bidder inquiries by phone or email.
- Prepare Addenda. Consultant will prepare addenda as requested by the City.
- Review/Recommended Award. Consultant will assist in recommendation for award.

Deliverable:

- Provide as needed/requested assistance during the bidding process.

TASK 11: CONSTRUCTION SUPPORT SERVICES. Consultant will assist project staff with construction support services. Upon request from SunLine staff the following will be provided:

- RFI documentation and response to questions regarding construction documents;
- Periodic site visits during construction, as requested;
- Input from the consultant regarding change orders;
- Site Observations for landscape, irrigation and hardscape installation;
- Final project review to ensure plan conformance; and
- Prepare Record Drawings based on Contractor As-Built plans.

Deliverable:

- Provide as needed/requested assistance during the construction process.

Quality Control / Constructability Review

Within the above noted Approach, review of submitted documents, applications and plans are critical to a timely and worthwhile review process. Egan Civil makes Quality Control a part of our standard design operating procedure for all projects. Within Egan Civil led projects, Quality Control is a continuous process used daily, at milestones, as work proceeds from desk-to-desk, discipline-to-

discipline and consultant-to-client. Prior to any submittal to the Client and/or review agency, all project deliverables including reports, plans, studies, etc., are reviewed by both the project manager and dedicated Quality Control Manager, which is not a part of the day to day design team.

Some of the key elements of our successful Quality Control program are:

- ✓ Prepare detailed work plans and realistic delivery schedules;
- ✓ Establish milestones for submittals and progress reviews;
- ✓ Provide independent peer review throughout the design process;
- ✓ Establish open communication on a regular basis between the Client and Project Manager to ensure expectations are clear;
- ✓ Hold project internal and Client coordination meetings on a regular basis, with the frequency depending on the complexity of the project;
- ✓ Hold weekly internal scheduling and budget meetings that allow for proper resource allocation and staff assignments; and
- ✓ Incorporate design team review comments during the design process to provide a real-time quality control check.

The most innovative approach to Egan Civil team's internal quality control measures are the Quality Control Manager is completed by a Construction Manager and following their review of the plans, they will preside over a peer review meeting, per each development stage submittal. Not only is this review completed to ensure quality deliverable, but the review is also completed for constructability and cost effectiveness.

Potential Project Concerns

Our primary concern currently is with the overall requested delivery schedule for the project of 90 calendar days. With the prior noted potential delay in receiving the IID conduit design, 90 days may be a tight schedule to deliver. We acknowledge there are constraints on needing to expend the Grant Funding by a certain date, which is the primary factor in needing the plans ready for bidding within 90 calendar day. Per the proposed schedule, shown below, our team will make every effort to deliver all non-utility undergrounding plans to the City within the 90 calendar days.

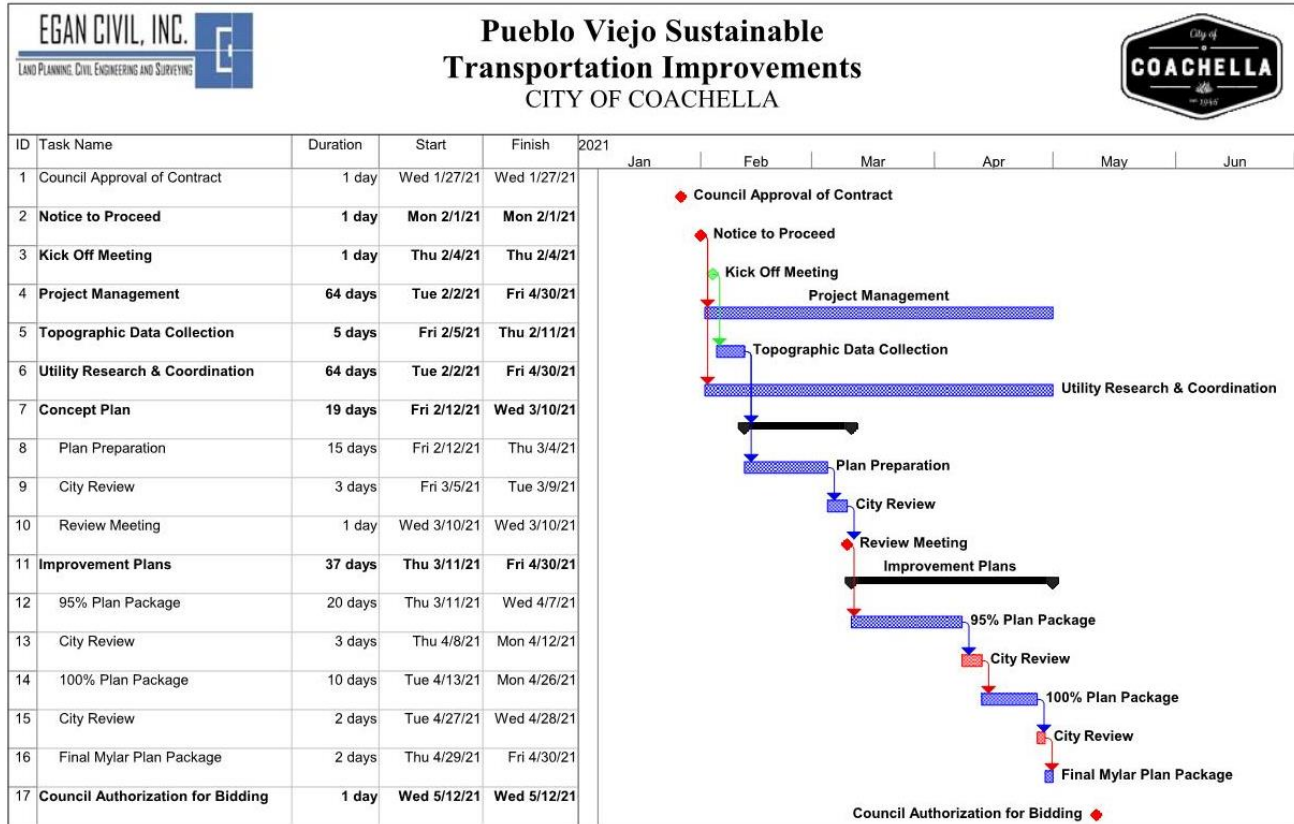
Proposed Enhancements

At this time our Consultant team has not come up with any possible enhancements, procedural or technical innovations to the proposed Scope of Work. However, during the project development, our team will continue to look for ways to expedite the design as well as reduce potential construction costs while meeting the design objectives.

Project Schedule

Effective scheduling and cost control are critical activities throughout this Project. The Egan Civil team through our combined knowledge of the process, have developed a straightforward approach to accomplish the objectives of completing all the noted project improvements as early as possible with a resultant savings in the total time and project cost. The Consultant team acknowledges the initial project construction document delivery schedule within 90 calendar day from the notice to proceed. Per the following schedule, we anticipate all Consultant Team controlled items would be completed within the noted 90 days, except for the development of the joint utility trench plan for the undergrounding, per the concerns noted herein.

Based upon experience with similar projects, Egan Civil predicts the critical path schedule items will run according to the schedule to the right.



CONTRACTUAL EXCEPTIONS / DEVIATIONS

Egan Civil has reviewed the City Contract document and does not propose any changes or deviations to the agreement.

APPENDIX

Acknowledgment Addendums #1 & 2

Subconsultant Letters of Commitment

- Heptagon Seven Consulting
- GMP Landscaping
- OPC Right of Way Acquisition

Acknowledgement of Addendum No. 2

TO THE REQUEST FOR PROPOSAL FOR PROFESSIONAL ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES FOR THE PUEBLO VIEJO SUSTAINABLE TRANSPORTATION PROJECT CITY PROJECT ST-130

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in proposal disqualification.

Acknowledgment I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, etc.

Addendum No. 1

Addendum No. 2

Company Name: Egan Civil, Inc

Name of Authorized Person: Benjamin Egan

Signature of Authorized Person: 

Date: 01/13/2021

I/we understand that failure to confirm the receipt of addenda may be cause for rejection of this proposal. I further understand that any verbal representation made or assumed to be made during any oral discussion held between a company’s representatives and any city personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

IMPORTANT: Please email this completed form to Andrew Simmons, City Engineer, at asimmons@coachella.org and/or be sure to include it with proposal.



**8413 E Baseline Road
Suite 106
Mesa, AZ 85209
Phone: 480.757.0997**

January 13, 2021

Benjamin Egan
Principal
Egan Civil, Inc.

Subject: Consultant Commitment Letter for City of Coachella RFP on the Pueblo Viejo Sustainable Transportation Improvements Project

Dear Ben:

Heptagon Seven Consulting will provide project management assistance, utility relocation coordination, civil engineering design, preparation of construction bid documents and provide assistance on post design services such as review and comment on bidding request for information and submittal review during the construction process.

Thank you for the allowing us to be a part of your team on this pursuit.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Donais", is written over a large, stylized blue circular scribble.

Brad Donais, PE
Principal
Heptagon Seven Consulting, Inc.

January 8, 2021

Benjamin Egan
Egan Civil Engineering
PO BOX 5282
La Quinta, CA 92248-5282

Re: Pueblo Viejo Sustainable Transportation Project

Benjamin,

GMP Landscape Architecture will provide landscape design, construction documents, construction administration and site observation services as needed/required for the following areas within the project scope:

- 5th Street Pedestrian and Bicycle Paseo
- Mario Lazcano Ct.
- Public Plaza (corner of 6th St. and Cesar Chavez)
- 6th St. Improvements

Our scope of services/work is defined in greater detail in the Proposal for Landscape Architectural Services provided you as part of this RFP.

Please call with any questions.



John Patterson, Principal
GMP Landscape Architecture

January 12, 2021

Mr. Brad Donais, P.E.
Sr. Project Manager/Principal
Heptagon Seven Engineering
8413 E. Baseline Road, Suite 106
Mesa, AZ 85209
Sent via email at bdonais@hept7.com

RE: Letter of Commitment for the City of Coachella - Pueblo Viejo - Sustainable Transportation Project

Dear Mr. Donais:

Thank you for reaching out to **Overland, Pacific & Cutler, Inc. (OPC)** for your acquisition needs for the subject project (Project) for the City of Coachella (City). We understand that the City is interested in right of way services for an easement acquisition from APN 778-071-008 for bikeway purposes.

OPC, a full-service right of way (R/W) company, has been delivering acquisition and relocation projects throughout California since 1980. We relocate thousands of residential owners and tenants each year for public agencies and have more Uniform Relocation Assistance and Real Property Acquisition Act (1970) (URA) experience than any known competitor. OPC is in a unique position of knowing how to interact within a public organization, as well as the private sector.

OPC has approximately 110 full-time staff, with the majority of staff located here in Southern California. Our employees have diverse, ethnic backgrounds and multilingual capabilities and our team of licensed agents and brokers work under the OPC Properties, Inc. Brokerage #02056390. Overland, Pacific & Cutler, LLC (OPC) has no organizational conflict of interests to report.

We truly appreciate the opportunity to submit this proposal to provide acquisition services for the City of Coachella. If the proposal meets your approval, please sign the acceptance box on page 7 and return the signed proposal to OPC, and/or provide a contract in a form acceptable to you.

OPC is excited about this opportunity, and we look forward to working with you and the City of Coachella again. Should you have any questions or need additional information, please contact John Cutler via email at jcutler@opcservices.com

Regards,



Taurean Gordon
Chief Operations Officer
OPC

EXHIBIT "B"
SCHEDULE OF SERVICES

Based upon experience with similar projects, Egan Civil predicts the critical path schedule items will run according to the schedule to the right.

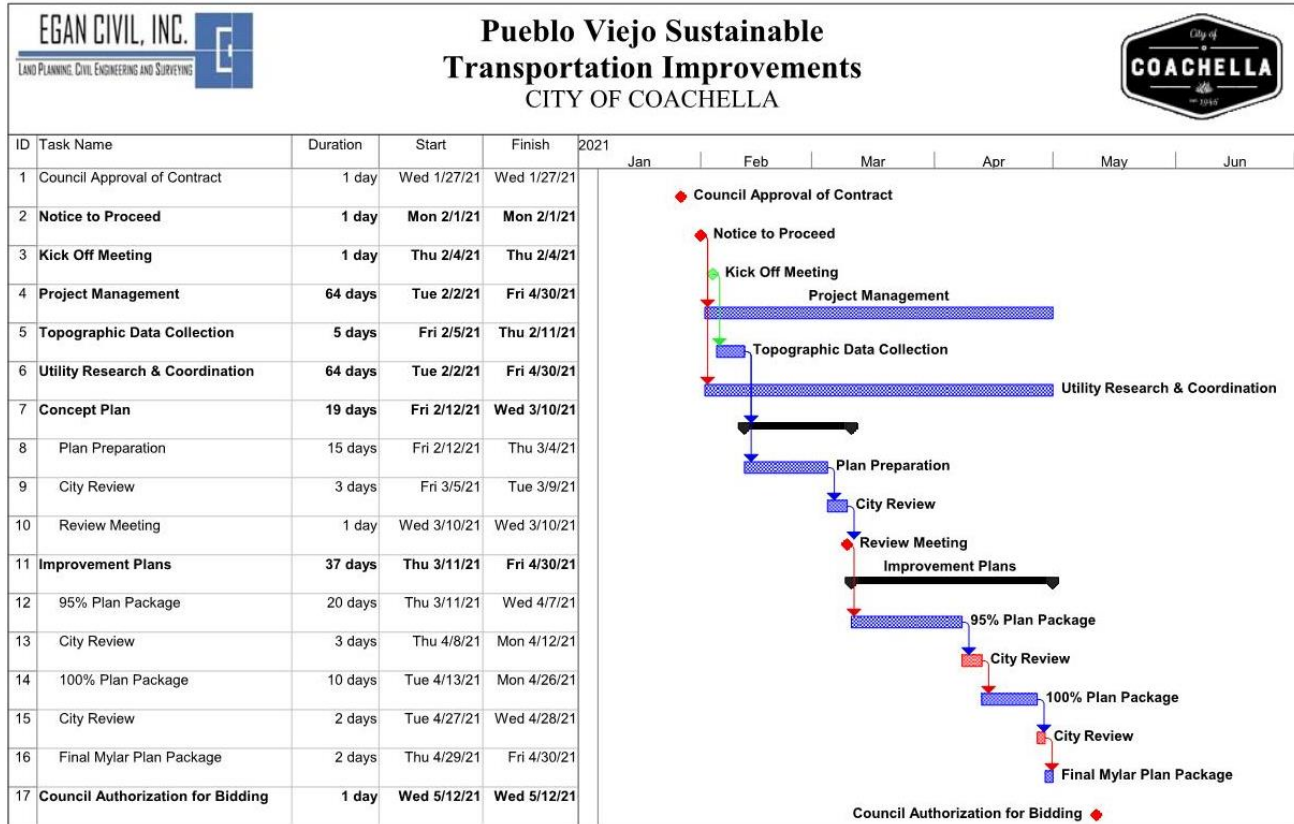


EXHIBIT “C”
COMPENSATION



January 13, 2021

Mr. Andrew Simmons, PE
City Engineer
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

**RE: Proposal for Professional Design Services associated with the Pueblo Viejo – Sustainable Transportation Project, City Project No. ST-130
COST PROPOSAL**

Egan Civil, Inc.
Primary Contact:
Benjamin Egan, PE, PLS
Address:
42945 Madio Street, Suite A
Indio, CA 92201
Phone: 760.404.7663
Cell Phone: 760.898.1106
Email: began@egancivil.com

Dear Andrew:

Enclosed you will find the **Egan Civil, Inc.** Cost Proposal for the **Pueblo Viejo – Sustainable Transportation Project**, within the City of Coachella. This cost proposal shall remain valid for 180 calendar days from the submittal date.

Following your review, we would welcome the opportunity to discuss any facet of our cost estimate and proposal with you, or should you have any questions or require additional information, please contact me at your convenience. Thank you again for considering the Egan Civil Team for this project. We look forward to assisting the City with completing the critical sustainable transportation project for your Pueblo Viejo Downtown area.

Respectfully submitted,

Benjamin Egan, PE, PLS
Principal

COST PROPOSAL
PUEBLO VIEJO SUSTAINABLE TRANSPORTATION PROJECT
CITY PROJECT NO. ST-130



Item 20.

January 13, 2021

Task	Project Mgr (EC)		Sr. Engr (H7)		Proj Engr (H7)		Designer (EC)		LA Project Manager (GMP)		Landscape Architect (GMP)		Landscape Designer (GMP)		Survey Crew		Acquisition Manager (OPC)		Total by Task		
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	
1 Project Management	46	\$8,510	36	\$6,660	0	\$0	0	\$0	12	\$1,920	0	\$0	0	\$0	0	\$0	8	\$1,200	102	\$18,290	
2 Topographic Data Collection	4	\$740	0	\$0	0	\$0	14	\$1,890	0	\$0	0	\$0	0	\$0	16	\$4,720	0	\$0	34	\$7,350	
3 Utility Research and Coordination	8	\$1,480	14	\$2,590	10	\$1,600	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	32	\$5,670	
4 Concept Plans	4	\$740	4	\$740	28	\$4,480	0	\$0	15	\$2,400	20	\$2,800	50	\$4,000	0	\$0	0	\$0	121	\$15,160	
5 Legal Description and Exhibit	4	\$740	0	\$0	0	\$0	10	\$1,350	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	14	\$2,090	
6 Right of Way Acquisition	2	\$370	6	\$1,110	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	42	\$6,300	50	\$7,780	
7 Improvement Plans	14	\$2,590	26	\$4,810	140	\$22,400	85	\$11,475	16	\$2,560	57	\$7,980	142	\$11,360	0	\$0	0	\$0	480	\$63,175	
8 Specification and Bid Document	2	\$370	16	\$2,960	0	\$0	0	\$0	6	\$960	10	\$1,400	0	\$0	0	\$0	0	\$0	34	\$5,690	
9 Opinion of Probable Construction Costs	2	\$370	14	\$2,590	6	\$960	0	\$0	2	\$320	4	\$560	0	\$0	0	\$0	0	\$0	28	\$4,800	
10 Services During Bidding (T&M)	2	\$370	8	\$1,480	0	\$0	0	\$0	2	\$320	10	\$1,400	1	\$80	0	\$0	0	\$0	23	\$3,650	
11 Post Design Services (T&M)	8	\$1,480	30	\$5,550	8	\$1,280	0	\$0	2	\$320	16	\$2,240	3	\$240	0	\$0	0	\$0	67	\$11,110	
TOTAL	96	\$17,760	154	\$28,490	192	\$30,720	109	\$14,715	55	\$8,800	117	\$16,380	196	\$15,680	16	\$4,720	50	\$7,500	985	\$144,765	
REIMBURSABLE																					
Prints, Plots and Postage																					\$1,500
Acquisition Appraisal & Title Report																					\$5,350
TOTAL REIMBURSABLE BUDGET																					\$6,850



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Ordinance No. 1171 amending various provisions of the Coachella Municipal Code regarding Interim Outdoor Commercial Cannabis Cultivation in the City’s Agricultural Sector. City-Initiated. (*1st Reading*)

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce for first reading, by title only, Ordinance No. 1171 to amend various provisions of the Coachella Municipal Code regarding interim outdoor commercial cannabis cultivation in the City’s agricultural sectors.

BACKGROUND:

In November 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 and 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 cannabis cultivation, manufacturing, testing, distribution, and transportation activities in the wrecking yard (M-W) zone with a development agreement or conditional use permit (“CUP”) the M-W zone and IP Industrial Park Overlay Zone, and general commercial C-G for testing laboratories only with a CUP. All such businesses also require a regulatory permit to operate. The commercial cannabis regulations have been amended over the past four years to now allow for medical and non-medical commercial cannabis businesses, in addition to retail stores.

On February 26, 2020 the City Council conducted a study session which included a discussion item on the possibility of allowing outdoor cannabis cultivation uses in the City’s remote agricultural areas bounded by Avenue 48 on the north, Tyler Street on the west, the All-American Canal on the east, and Avenue 52 on the south. The City Council provided staff direction to work on a draft ordinance that would allow for “interim agricultural uses” for outdoor cannabis cultivation on properties that are: 1) remotely located and removed from sensitive odor receptors; 2) have land use entitlements for future development but wish to include an interim agricultural use to cultivate cannabis for three to five years prior to construction of the first phase of urban

development, or 3) are owned or leased by an applicant that voluntarily agrees to limit the term of any conditional use permit for outdoor cannabis cultivation.

Planning Commission Review:

On December 16, 2020 the Planning Commission reviewed the draft Ordinance No. 1171 and recommended to the City Council approval of the ordinance with some minor modifications as follows:

- 1) The recommended minimum lot area of five (5) acres for an Interim Outdoor Cannabis Cultivation use should be reduced. The rationale for this was to allow local family farms to participate in commercial cannabis activity. Staff recommended a larger land area in order to create more separation from these farms and most of the parcels in the geographic area in question are larger than five acres. However, reducing the minimum acreage to one (1) acre would allow every land owner in the geographic area to participate, provided they are in the allowable zoning districts. Staff amended the draft ordinance to require a minimum lot area of one (1) acre.
- 2) The requirements for a minimum 50-foot buffer around the perimeter of the outdoor cannabis grow area, to include either row crops or other landscaping, and an 8-foot tall security fence, should be modified to allow more flexibility in its design, subject to review and approval by the Planning Director. Staff has amended these development standards to require a minimum 20-foot setback on all sides with “an opaque fencing material” to be used along any street frontage to screen the cannabis grow areas from view to the street. This could include chain link with slats or canvas tarp (i.e. wind fence) similar to what is used in other California Counties for outdoor cannabis grow facilities.

DISCUSSION/ANALYSIS:

I. SUMMARY

The proposed Ordinance would allow interim outdoor commercial cannabis cultivation in agricultural and remote areas of the City with a conditional use permit and subject to certain property development standards.

II. OUTDOOR COMMERCIAL CANNABIS CULTIVATION

A. References to Interim Outdoor Cultivation

The proposed Ordinance includes new references to “interim outdoor cultivation” to distinguish this new use from the indoor commercial cannabis cultivation, which has been allowed in certain areas of the City since 2016.

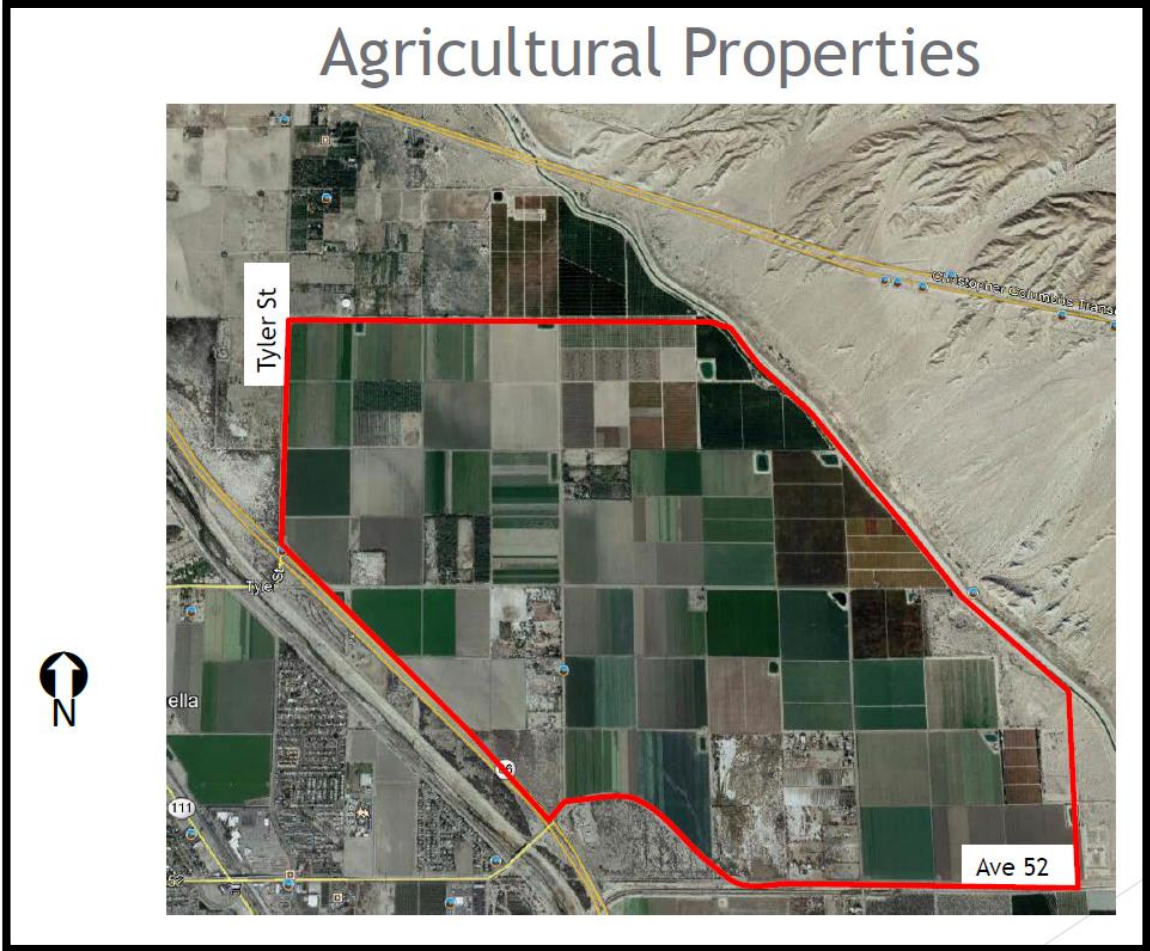
B. Interim Nature of Outdoor Cultivation Use

The City’s existing Ordinance requires that commercial cannabis businesses obtain a conditional use permit (“CUP”) or development agreement prior to operation.

The proposed Ordinance makes clear that a CUP issued for indoor cultivation will not automatically give the applicant permission to operate outdoor cultivation as well. Instead, separate CUPs may be issued for indoor versus outdoor cannabis cultivation. Each CUP for interim outdoor cultivation may include a condition of approval that limits outdoor cultivation activities to a specified duration not to exceed the sooner of forty eight (48) months, or the first phase of construction establishing a new residential or commercial use. If the condition is accepted by the applicant, the City may thereafter record a covenant memorializing this restriction against the property, which will include a reference to the approved CUP.

C. Zones Where Interim Outdoor Commercial Cultivation is Allowed

Interim outdoor commercial cannabis cultivation may be proposed on any agricultural property, subject to obtaining a conditional use permit, if the property is located within the agricultural reserve (A-R) zone, agricultural transition (A-T) zone, residential single-family (R-S) zone, multiple-family residential (R-M) zone, and general commercial (C-G) zone and is within the geographic area bounded by Avenue 48 on the north, the All-American Canal on the east, Avenue 52 on the south, and the 86 Expressway and Tyler Street on the west, as shown on the map exhibit below.



D. Property Development Standards for Outdoor Commercial Cultivation

All interim outdoor commercial cannabis cultivation sites must:

- be located on a site having a minimum of one (1) acre in size.
- have a maximum canopy size equal to the lesser of two (2) acres or the maximum size authorized by the State license for that business. It should be noted that the State limits outdoor cultivation to 1 acre until 2023. As such, this Ordinance would allow outdoor cannabis up to 1 acre through the end of 2022 and up to 2 acres thereafter, unless further modified.
- provide a minimum twenty-foot (20 ft.) setback on all sides of the outdoor cannabis grow areas.
- provide perimeter fencing with an opaque fencing material, subject to review and approval by the Planning Director to screen the outdoor grow areas from view to public streets.

As for distance limitations, no interim outdoor commercial cannabis cultivation shall be located within:

- 500 feet of another interim outdoor commercial cannabis cultivation use;
 - 1,000 feet of any public or private school (K-12), day care center or youth center;
- or

E. Operating Standards for Outdoor Commercial Cultivation

The proposed Ordinance includes new operating standards for outdoor commercial cultivation, including the following:

- **Visibility.** Cannabis plants shall not be easily visible from offsite. All interim outdoor commercial cultivation sites should have a minimum fifty-foot (50 ft.) landscaped or agriculturally-planted buffer from adjoining properties and abutting streets.
- **Security.** All interim outdoor commercial cultivation activities shall occur within a secure fence at least six (6) feet in height that fully encloses the cultivation area(s) and prevents access to the cultivation area(s). The fence must include a lockable gate(s) that is locked at all times, except for during times of active ingress and egress.
- **Outdoor lighting.** Outdoor lighting shall be used for the purpose of illumination only. Outdoor lighting shall not be located within the canopy area, used for photosynthesis, mixed-light processes, other purposes intended to manipulate cannabis plant growth. Temporary lighting, whether powered by a portable generator or permitted electrical service, is prohibited.

F. Regulatory Permit Application Information

The proposed Ordinance requires cultivation applicants to provide a detailed water management plan including the proposed water supply, proposed conservation measures, and any water offset requirements; information regarding stormwater control and wastewater discharge; a list of all pesticides, fertilizers, and any other hazardous materials that are expected to be used in the cultivation process; a storage and hazard response plan for all pesticides, fertilizers, and any other hazardous materials kept on the cultivator's site; all power sources proposed to be used.

With regards to the required security plan, the proposed Ordinance includes wrought iron or decorative masonry fencing as an option, with Planning Commission approval.

And, Polyethylene Plastic Film, Polycarbonate Sheeting, and Shade Cloth Fabrics may be used in temporary greenhouses and temporary hoop houses as part of an approved interim outdoor cannabis cultivation use to assist in odor suppression.

FISCAL IMPACT:

None.

ALTERNATIVES:

- 1) Introduce Ordinance No. 1171 for first reading, by title only.
- 2) Introduce Ordinance No. 1171 for first reading, by title only, with minor modification.
- 3) Take no action.
- 4) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 or Alternative #2 above.

Attachments: Ordinance No. 1171 – 1st Reading

ORDINANCE NO. 1171

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF THE COACHELLA MUNICIPAL CODE REGARDING INTERIM OUTDOOR COMMERCIAL CANNABIS CULTIVATION IN THE CITY'S AGRICULTURAL SECTOR. CITY-INITIATED. (1ST 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 business license 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 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"); and,

WHEREAS, MAUCRSA allows local jurisdictions to allow or prohibit the various commercial cannabis activities which are allowed by the State, including outdoor cannabis cultivation; and,

WHEREAS, the proposed Ordinance would amend Title 5 (Business Licenses and Regulations), Chapter 5.68 to (i) allow outdoor commercial cultivation; (ii) provide additional application and operational requirements for outdoor commercial cultivation; and (iii) comply with current City policies and State law; and,

WHEREAS, the proposed Ordinance would also amend Title 17 (Zoning), Chapters 17.10, 17.12, 17.14, and 17.85 to (i) allow outdoor commercial cultivation in certain City zones and subject to certain property development standards, and (ii) comply with current City policies and State law; 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, on February 26, 2020 the City Council of the City of Coachella (“City Council”) conducted a study session which included a discussion item on the possibility of allowing outdoor cannabis cultivation uses in the City’s remote agricultural areas bounded by Avenue 48 on the north, Tyler Street on the west, the All-American Canal on the east, and Avenue 52 on the south; and,

WHEREAS, at the February 26, 2020 the City Council provided staff direction to work on a draft ordinance that would allow for “interim agricultural uses” for outdoor cannabis cultivation on properties that are: 1) remotely located and removed from sensitive odor receptors; 2) have land use entitlements for future development but wish to include an interim agricultural use to cultivate cannabis for three to five years prior to construction of the first phase of urban development; and,

WHEREAS, the Planning Commission of the City of Coachella (“Planning Commission”) conducted a properly noticed public hearing on December 16, 2020 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 with modifications; and,

WHEREAS, the City Council conducted a properly noticed public hearing on January 27, 2021 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 DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City Council of the City of Coachella, California, hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Ordinance.

SECTION 2. Amendment to Coachella Municipal Code. Section 5.68.030 *Regulatory permit required* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* of the Coachella Municipal Code is hereby amended to add underlined text as follows:

“5.68.030 - Regulatory permit required.

Commercial cannabis activity permitted under this chapter includes indoor and interim outdoor cultivation, manufacture (including shared-use facilities), distribution, testing, and non-retail microbusinesses (including possession, processing, storing, and labeling incidental to such activity). Prior to initiating operations and as a continuing requisite to operating a commercial cannabis activity, the legal representative of the persons wishing to operate and/or lease out a facility for commercial cannabis activity shall obtain both a conditional use permit and a regulatory permit from the city manager and shall pay an application fee as established by resolution adopted by the city council as amended from time to time. Regulatory permit requirements for retail cannabis businesses can be found in Chapter 5.69.”

SECTION 3. Amendment to Municipal Code. Section 5.68.040 *Regulatory permit application* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* is hereby amended to include underlined text and delete stricken text as follows:

“5.68.040 - Regulatory permit application.

...

M. A complete and detailed diagram of the proposed premises showing the boundaries of the property and the proposed premises to be permitted, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, doorways, and common or shared entryways, storage areas and exterior lighting. The diagram must show the areas in which all commercial cannabis activity will take place, including but not limited to, limited-access areas. All construction, including but not limited to, buildings, fences, security systems, light blocking apparatuses, signs and outdoor lighting fixtures, shall be designed to blend in with the character of the surrounding area.

N. For cultivation applicants, a detailed water management plan including the proposed water supply, proposed conservation measures, and any water offset requirements; information regarding stormwater control and wastewater discharge; a list of all pesticides, fertilizers, and any other hazardous materials that are expected to be used in the cultivation process; a storage and hazard response plan for all pesticides, fertilizers, and any other hazardous materials kept on the cultivator’s site; all power sources proposed to be used.

~~NO.~~ A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the premises. As part of the security plan, a lighting plan is required that shows existing and proposed exterior and interior lighting that will provide adequate security lighting for the commercial cannabis activity and premises. The security plan must be prepared by a qualified professional and include provisions in compliance with the following:

1. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least two hundred forty (240) concurrent hours of digitally recorded documentation in a format approved by the city manager. The cameras shall be in use twenty-four (24) hours per day, seven days per week. The areas to be covered by the security cameras shall include, but are not limited to, the public areas, storage areas, employee areas, all doors and windows, and any other areas as determined to be necessary by the city manager.

2. The premises shall be alarmed with an audible interior and exterior alarm system, unless waived for extenuating circumstances by the city manager that is operated and monitored by a recognized security company, deemed acceptable by the city manager. Any change in the security company shall be subject to the approval of the city manager. All current contact information regarding the security company shall be provided to the city manager.

3. Entrance to the cultivation, manufacturing, and testing areas and any storage areas shall be locked at all times, and under the control of cannabis facility staff.

4. All cannabis shall be securely stored, and a reliable, commercial alarm system shall be installed and maintained where the cannabis is secured.

5. A licensed security guard, licensed by the California Department of Consumer Affairs, shall be present at the premises during all hours of operation. If the security guard is to be armed, then the security guard shall possess at all times a valid security guard card and firearms permit issued by the California Department of Consumer Affairs.

6. A heavy-gauge chain-link (or other material as approved by the ~~city manager~~ planning commission) fence a minimum of eight-feet in height (or as otherwise approved by the city manager) shall be constructed around the perimeter of the premises to prevent public access and obscure the cannabis cultivation facility from public view. Screening can include landscaping or vinyl slats, as permitted by law enforcement.

Ø P. An odor control plan that describes the air treatment system or other methods that will be implemented to prevent odors generated by the commercial cannabis activity from being detected outside the building(s) on the premises. This section is not intended to prohibit the use of Polyethylene Plastic Film, Polycarbonate Sheeting, and Shade Cloth Fabrics for use in temporary greenhouses and temporary hoop houses as part of an approved “interim outdoor cannabis cultivation uses” allowed under Title 17.

P Q. A comprehensive business operations plan that includes the following:

1. Business plan. A plan describing how the commercial cannabis activity business will operate in accordance with this code, state law, and other applicable regulations. The business plan must include plans for handling cash and transporting cannabis and cannabis products to and from the premises, if applicable.

2. Community relations plan. A plan describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted.

3. Neighborhood responsibility plan. A plan addressing any adverse impacts of the proposed commercial cannabis activity on the surrounding area.

4. Insurance. The applicant's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the commercial cannabis activity.

5. Budget. A copy of the applicant's most recent annual budget for operations.

Q R. The name and address of the owner and lessor of the real property upon which the commercial cannabis activity is to be operated. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a commercial cannabis activity will be operated on his or her property.

R S. Authorization for the city manager to seek verification of the information contained within the application.

S T. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

¶ U. A full and complete copy of the applicant's most current application submitted to and approved by the applicable state licensing authority.

¶ V. Any such additional and further information as is deemed necessary by the city manager to administer this chapter.”

SECTION 4. Amendment to Coachella Municipal Code. Section 5.68.130 *Operating standards* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* of the Coachella Municipal Code is hereby amended to add underlined text and delete stricken text as follows:

“5.68.130 - Operating standards.

A. Indoor cultivation~~only~~. An indoor cultivation permittee shall only cultivate cannabis in a fully enclosed and secure building. An indoor cultivation permittee shall not allow cannabis or cannabis products on the premises to be visible from the public right of way, the unsecured areas surrounding the buildings on the premises, or the premises’ main entrance and lobby.

B. Interim Outdoor Cultivation. Cannabis plants shall not be easily visible from offsite. All interim outdoor commercial cultivation sites should have a minimum twenty-foot (20 ft.) setback with an opaque fencing material to screen the outdoor cannabis grow areas from view to the public streets. All interim outdoor commercial cultivation activities shall occur within a secure fence at least six (6) feet in height that fully encloses the cultivation area(s) and prevents access to the cultivation area(s). The fence must include a lockable gate(s) that is locked at all times, except for during times of active ingress and egress. Outdoor lighting shall be used for the purpose of illumination only. Outdoor lighting shall not be located within the canopy area, used for photosynthesis, mixed-light processes, other purposes intended to manipulate cannabis plant growth. Temporary lighting, whether powered by a portable generator or permitted electrical service, is prohibited.

~~B~~ C. Odor control. A permittee shall comply with the odor control plan that is submitted during the application process and approved by the city manager. Commercial cannabis activity premises shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the building(s) that is distinctive to its operation is not detected outside the premises, anywhere on adjacent property or public rights-of-way, on or about any exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for common use by tenants or the visiting public, or within any other unit located within the same building as the commercial cannabis activity. As such, applicants must install and maintain the following equipment or any other equipment which the city manager or designee determines has the same or better effectiveness:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or
2. An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are not detectable outside the cannabis facility.

3. Should compliance with the odor control plan fail to properly control odor, the city manager may impose additional or modified plan restrictions.

C.D. ‘Track and trace’. Commercial cannabis activity businesses shall have an electronic ‘track and trace’ system that produces historical transactional data for review by the city manager for auditing purposes.

D.E. Records. A commercial cannabis activity business shall maintain the following records in printed format for at least three years on the premises and shall produce them to the city within twenty-four (24) hours after receipt of the city's request:

1. The name, address, and telephone numbers of the owner and landlord of the property.

2. The name, date of birth, address, and telephone number of each manager and staff of the commercial cannabis activity business; the date each was hired; and the nature of each manager’s and staff’s participation in the business.

3. A written accounting of all income and expenditures of the commercial cannabis activity business, including, but not limited to, cash and in-kind transactions.

4. A copy of the commercial cannabis activity business’ commercial general liability insurance policy and all other insurance policies related to the operation of the business.

5. A copy of the commercial cannabis activity business’ most recent year’s financial statement and tax return.

6. An inventory record documenting the dates and amounts of cannabis received at the premises, the daily amounts of cannabis on the premises, and the daily amounts of cannabis transported from the premises.

A commercial cannabis activity business shall report any loss, damage, or destruction of these records to the city manager within twenty-four (24) hours of the loss, damage, or destruction.

E.F. Security. A permittee shall comply with the security plan that is submitted during the application process as approved by the city manager. A permittee shall report to the Coachella Police Department all criminal activity occurring on the premises. Should compliance with the security plan fail to properly secure the commercial cannabis activity premises, the city manager may impose additional or modified plan restrictions.

F.G. Retail sales prohibited. No person shall conduct any retail sales of any good or services on or from a permitted commercial cannabis activity premises that is regulated under this chapter.

~~G.H.~~ Cannabis consumption prohibited. No person shall smoke, ingest, or otherwise consume cannabis in any form on, or within twenty (20) feet of, a commercial cannabis activity premises regulated under this chapter.

~~H.I.~~ Alcohol prohibited. No person shall possess, consume, or store any alcoholic beverage on any commercial cannabis activity premises.

~~I.J.~~ Juveniles prohibited. No one under the age of eighteen (18) shall be on the commercial cannabis activity premises or operate a commercial cannabis activity in any capacity, including, but not limited to, as a manager, staff, employee, contractor, or volunteer.”

SECTION 5. Amendment to Municipal Code. Section 17.10.020 *Permitted uses* of Chapter 17.10 *A-R Agricultural Reserve Zone* is hereby amended to include underlined text and delete stricken text as follows:

“17.10.020 - Permitted uses.

The following uses are permitted in the A-R zone subject to all provisions of this chapter:

...

C. Conditional Uses. The following may be permitted in the A-R zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Public parks;
2. One temporary stand, of temporary construction, for the display and sale of agricultural products produced on the premises, and placed not less than twenty-five (25) feet from any street or highway upon which such property fronts. When granting approval for such a temporary stand, the planning commission shall set a maximum time limit not to exceed one year on each such stand. Said time limit may be renewed at the option of the commission;
3. Cemeteries, crematories, columbariums, and mausoleums;
4. Reserved;
5. Reserved;
6. Farms or establishments for the selective or experimental breeding of cattle or horses, or the raising and training of horses or show cattle;
7. Dairy farms;
8. Kennels;
9. Animal raising, commercial; small animals, such as poultry, birds, fish, fowl, rabbits, chinchilla, mice, frogs, earthworms, bees, and others of similar nature, form and size, including hatching and fattening, and involving eggs or similar products derived therefrom;

10. Reserved;
11. Fruit and vegetable packing houses; ~~and~~
12. Farm labor camps; and
13. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.”

SECTION 6. Amendment to Municipal Code. Section 17.12.020 *Permitted uses* of Chapter 17.12 *A-T Agricultural Transition Zone* is hereby amended to include underlined text and delete stricken text as follows:

“17.12.020 - Permitted uses.

The following uses are permitted in the A-T zone subject to all provisions of this chapter:

...

C. Conditional Uses. The following may be permitted in the A-T zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Public and private parks; golf courses; swimming, polo and country clubs;
2. One temporary stand, of temporary construction, for the display and sale of agricultural products produced on the premises, and placed not less than twenty-five (25) feet from any street or highway upon which such property fronts. When granting approval for such a temporary stand, the planning commission shall set a maximum time limit not to exceed one year on each such stand. Said time limit may be renewed at the option of the commission;
3. Cemeteries, crematories, columbariums, and mausoleums;
4. Equestrian establishments, provided that in no case shall permanent maintenance or stabling of horses, storage of feed, riding arenas, or storage or maintenance of equipment be permitted within three hundred feet of the boundary of any R-S or RM;
5. Borrow pits, gravel pits, and other recovery of natural mineral resources;
6. Farms or establishments for the selective or experimental breeding of cattle or horses, or the raising and training of horses or show cattle;
7. Dairy farms;
8. Kennels;

9. Animal Raising, Commercial. Small animals, such as, poultry, birds, fish, fowl, rabbits, chinchilla, mice, frogs, earthworms, bees, and others of similar nature, form and size, including hatching and fattening, and involving eggs or similar products derived therefrom;
10. Campgrounds, private, containing picnic areas, overnight camping facilities and temporary parking for travel trailers and camper trucks;
11. Fruit and vegetable packing houses; ~~and~~
12. Farm labor camps; and,
13. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.”

SECTION 7. Amendment to Municipal Code. Section 17.14.020 *Permitted uses* of Chapter 17.14 *R-E Residential Estate Zone* is hereby amended to include underlined text and delete stricken text as follows:

“17.14.020 - Permitted uses.

The following uses are permitted in the R-E zone subject to all provisions of this chapter.

...

C. Conditional Uses. The following uses may be permitted in the RE zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Clubs and lodges, private, nonprofit when site fronting on an arterial street;
2. Public and private golf courses; ~~and~~
3. School, private, nonprofit; and,
4. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.”

SECTION 8. Amendment to the Coachella Municipal Code. Section 17.85.030 *Commercial cannabis activity permitted* of Chapter 17.85 *Commercial Cannabis Activity* is hereby amended to include the underlined text and delete the stricken text as follows:

“17.85.030 - Commercial cannabis activity permitted.

Commercial cannabis activity permitted under this chapter includes indoor cultivation, interim outdoor cultivation, manufacture (including shared-use facilities), distribution, ~~and~~ testing, and non-retail microbusinesses (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.”

SECTION 9. Amendment to the Coachella Municipal Code. Section 17.85.040 *Conditional use permit or development agreement required* of Chapter 17.85 *Commercial Cannabis Activity* is hereby amended to include the underlined text as follows:

“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. Separate CUPs may be issued for indoor cannabis cultivation versus interim outdoor cannabis cultivation. Each CUP will include a condition of approval requiring that the permittee also obtain and maintain an indoor cultivation, interim outdoor cultivation, manufacture, distribution, non-retail microbusiness, or testing laboratory regulatory permit required by this code. Each CUP for interim outdoor cultivation may include a condition of approval that limits outdoor cultivation activities to a specified duration not to exceed the sooner of forty eight (48) months, or the first phase of construction establishing a new residential or commercial use. If the condition is accepted by the applicant, the City may thereafter record a covenant memorializing this restriction against the property, which shall include a reference to the approved CUP.”

SECTION 10. Amendment to the Coachella Municipal Code. Section 17.85.050 *Commercial cannabis activity—Permitted locations and standards* of Chapter 17.85 *Commercial Cannabis Activity* is hereby deleted in its entirety and amended to include the underlined text as follows:

17.85.050 - Commercial cannabis activity—Permitted locations and standards.

A. Indoor commercial cultivation, manufacturing, testing laboratory, and distribution activities.

1. Location. Permitted uses be located in any wrecking yard zone (M-W) or manufacturing service - industrial park overlay zone (IP) in the city, upon issuance of a CUP and a regulatory permit.

2. Property development standards.

(a) In M-W zone – Permitted uses 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. Permitted uses 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 acres may be pursued.

(b) In MS-IP Overlay zone – Permitted uses should be 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.

3. Indoor only. All uses shall be conducted only in the interior of enclosed structures, facilities, and buildings. All indoor 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 indoor cultivation, manufacturing, testing and processing must take place indoors, within a permanent structure that is enclosed on all sides. Outdoor 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.

4. Odor control. Uses 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.

B. Interim outdoor commercial cannabis cultivation.

1. Location. Interim outdoor commercial cannabis cultivation be located in any agricultural reserve (A-R) zone, agricultural transition (A-T) zone, residential single-family (R-S) zone, multiple-family residential (R-M) zone, and general commercial (C-G) zone that is located within the geographic area bounded by Avenue 48 on the north, the All-American Canal on the east, Avenue 52 on the south, and the 86 Expressway on the west, upon issuance of a CUP and a regulatory permit.

2. Property development standards. All interim outdoor commercial cannabis cultivation sites:

(a) shall be located on a site having a minimum of one (1) acre in size.

b) shall have a maximum canopy size equal to the lesser of two (2) acres or the maximum size authorized by the State license for that business.

(c) shall provide a minimum twenty-foot (20 ft.) setback on all sides with an opaque fencing material, subject to review and approval by the Planning Director, to screen the outdoor grow areas from view to public streets.

3. Distance Restrictions. No interim outdoor commercial cannabis cultivation shall be located within:

(a) five hundred (500) feet of another interim outdoor commercial cannabis cultivation use.

(b) one thousand (1,000) 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 the property line containing the interim outdoor commercial cannabis cultivation use to any lot line of the other use. "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. "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.

C. Indoor commercial cannabis activity must be served by municipal water and sewer services. Interim outdoor cannabis cultivation uses need only be served by a private water well or municipal water.

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 property lines containing the commercial cannabis use and any lot line of the residential use.

E. Testing laboratories may be located in the general commercial (C-G) zone in addition to the M-W zone and IP overlay zone with a CUP, but are not required to meet the two hundred fifty-foot paved street frontage requirement in subsections (A)(2)(a) and (A)(2)(b) of this section.”

SECTION 11. Amendment to the Coachella Municipal Code. Section 17.85.090 *Commercial cannabis cultivation, manufacturing, testing, processing—Interior only* of Chapter 17.85 *Commercial Cannabis Activity* is hereby removed and reserved. The text from this Section has been added to Section 17.85.050. The Municipal Code text shall read as follows:

“17.85.090 – [RESERVED] ~~Commercial cannabis cultivation, manufacturing, testing, processing—Interior only.”~~

SECTION 12. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 13. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 14. 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 15. 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.

ORDINANCE PASSED AND APPROVED at a regular meeting of the City Council of the City of Coachella this _____th day of _____, 2021.

Steven Hernandez, Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

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 _____ 2021 and was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela M. Zepeda, City Clerk



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Community Facilities District (CFD 2005-01) – Annexation No. 32 CV Apartments by Community Housing Opportunities Corporation (CHOC) located at 84-900 Bagdad Avenue.

SPECIFICS:

- a) Resolution No. 2021-04 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 32) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).
- b) Resolution No. 2021-05 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 32 (Parcel Map 37833).
- c) Resolution No. 2021-06 Canvassing The Results of The Election Held Within CFD No. 2005-01 (Area No. 32)
- d) Ordinance No.1170 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 32 Annexed to Said District (*1st Reading*)

STAFF RECOMMENDATION:

Staff recommends that the City Council open the public hearing and continue this item to the February 10, 2021 City Council meeting.

UPDATE:

Senior staff and the City Attorney have been working on finalizing a CFD Deferral – Affordable Housing Loan Agreement that will finance the CFD assessments for the CHOC Housing Project over the next 55 years. At the time that the agenda packet was being completed, the developer had made substantive changes to the draft Agreement that were not previously vetted by the City’s Finance Department. Additionally, because the owners recently subdivided the property into two legal lots, all the assumptions for the financing agreement were changed to only reflect the first phase of construction (56 units) and this will coincide with the developer’s pending tax credit application and Joe Serna funding for the 2021 cycle. This required additional time for staff review.

The owners agree that this is a time-sensitive project and would like to continue the public hearing for annexing into CFD 2005-01 until the next regular city council meeting.



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Appeal of Planning Commission’s Revocation of Conditional Use Permit (CUP 312) that allowed a 3,250 sq. ft. Retail Cannabis Microbusiness on 20,000 square feet of land located at 84-161 Avenue 48 for “The Coachella Lighthouse, LLC”. City- Initiated Revocation.

STAFF RECOMMENDATION:

Staff recommends that the City Council uphold the Planning Commission's revocation of Conditional Use Permit No. 312 (CUP 312) based upon numerous violations of the Conditions of Approval of CUP 312. A resolution to that effect is attached to this staff report.

BACKGROUND:

This item was continued from the December 9, 2020, October 14, 2020, September 9, 2020, July 7, 2020 and May 13, 2020 City Council meetings, pursuant to an executed Memorandum Of Understanding agreement (MOU) between the City of Coachella and Glenroy Coachella, LLC. The MOU allows for the interim curing of the CUP violations outlined in this staff report, in exchange for periodic payments of lost Transient Occupancy Tax (TOT) for the hotel resort, and subject to adherence by the developer to a performance schedule that would secure new financing and reactivation of construction activities, and completion of the hotel resort by April 30, 2021.

On February 27, 2019, the Planning Commission approved Conditional Use Permit No. 312 (CUP 312). Pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with the Conditions of Approval of CUP 312.

On April 15, 2020, the Planning Commission conducted a duly noticed public hearing to determine whether it should revoke CUP 312 for the appellant’s failure to comply with the Conditions of Approval. After the closure of the public hearing, the Planning Commission adopted Resolution No. PC2020-03 revoking CUP 312, finding that one or more Conditions of Approval of CUP 312 were violated. Following the Planning Commission’s Revocation, The Coachella Lighthouse, LLC filed an appeal to the City Council pursuant to Sections 17.74.040 and 17.74.050(B)(2) of the Coachella Municipal Code (“CMC”).

REQUIRED FINDINGS

The Planning Commission's revocation was based on Sections 17.84.070 and 17.74.050(B)(1) of the Coachella Municipal Code. Pursuant to Section 17.84.070 of the Coachella Municipal Code, the Planning Commission may consider a conditional use permit for revocation if the applicant or permittee or owner, its agent, employee, or any person connected or associated with the applicant or permittee:

- (1) Has knowingly made false statements in the applicant's application or in any reports or other supporting documents furnished by the applicant or permittee;
- (2) Has failed to maintain a valid state license;
- (3) 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;
- (4) Has failed to comply with any condition imposed on the conditional use permit; or
- (5) Has allowed the existence of or created a public nuisance in violation of the Coachella Municipal Code.

In addition, pursuant to Section 17.74.050(B)(1) of the Coachella Municipal Code, the Planning Commission may consider a conditional use permit for revocation if one or more conditions are not complied with. According to Section 17.70.080 of the CMC, the hearing on an appeal from a Planning Commission decision is a de novo hearing, based upon the evidence and testimony introduced at any previous hearing or hearings and the subsequent record, findings, and recommendations or determinations. Before granting an appeal, in whole or in part, the City Council must find an error or abuse of discretion in the original determination and make any findings required to support any new or revised determination of the matter.

DISCUSSION/ANALYSIS

The written appeal application submitted by the appellant argues with some detail how the Commission erred in its decision to revoke CUP 312 and that the Commission's action was an abuse of discretion. The City Council is being asked to overturn the decision of the Planning Commission.

Staff contends that there was no error or abuse of discretion in the Planning Commission's decision. One or more Conditions of Approval of CUP 312 have been violated. The following chart describes the Conditions of Approval of CUP 312 that were in violation at the time of the April 15, 2020 revocation hearing, and continue to be in violation:

CONDITIONS OF APPROVAL OF CUP 312	VIOLATION OF CUP 312
<p>Condition No. 2(a) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The first phase of the Glenroy Resort Hotel shall be completed and open for business within 90 days of January 1, 2019.”</p>	<p>According to a review of City records and inspections of the property by City staff, as of January 19, 2021, the first phase of the Glenroy Resort Hotel is not complete or open for business.</p>
<p>Condition No. 2(b) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The perimeter landscaping and fencing improvements for the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 312.”</p>	<p>According to inspections of the property by City staff, as of January 19, 2021, the perimeter landscaping and fencing improvements for the retail cannabis microbusiness have not been completed. Landscaping was installed but the perimeter fencing in front of the dispensary is missing.</p>
<p>Condition No. 2(c) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The improvements required under Condition #5 of CUP 312 for additional glazing on the façade of the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 312.”</p>	<p>According to inspections of the property by City staff, as of January 19, 2021, additional glazing on the façade of the retail cannabis microbusiness was not completed.</p>

CONDITIONS OF APPROVAL OF CUP 312	VIOLATION OF CUP 312
Condition No. 5 of CUP 312 states: “The applicant or successor in interest shall comply with all conditions of approval imposed upon Architectural Review No. 17-07. The front façade of the business shall incorporate additional glazing on the front façade, subject to review by the Development Services Director.”	According to inspections of the property by City staff, as of January 19, 2021, the front façade of the business did not incorporate additional glazing.
Condition No. 6 of CUP 312 states: “A comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission prior to the issuance of any sign permits for the retail cannabis microbusiness. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary ‘logo sign’ placed on the front façade.”	According to a review of City records by City staff, as of January 19, 2021 a sign program for the Glenroy Resort project was not yet reviewed or approved by the Planning Commission.
Condition No. 14 of CUP 312 states: “The owner shall install a conforming trash enclosure for solid waste and recyclables within 250 feet of the proposed cannabis retail microbusiness.”	According to inspections of the property by City staff, as of January 19, 2021, no conforming trash enclosure for solid waste and recyclables has been installed within 250 feet of the cannabis retail microbusiness.
Condition No. 15 of CUP 312 states: “The owner shall install a minimum of five bicycle racks in front of the retail cannabis microbusiness, or adjacent to the parking lot serving the proposed business.”	According to inspections of the property by City staff, as of January 19, 2021, there were no bicycle racks in front of the retail cannabis microbusiness or adjacent to the parking lot serving the business.
Condition No. 16 of CUP 312 states: “The fencing along Avenue 48 may consist of a decorative wrought iron fence with a maximum height of five feet. The parking lot security gates shall consist of low barrier, non-automated gates to remain open during all hours of business operation. All entry gates must be reviewed and approved by the Fire Marshal’s Office and the Building Official.”	According to inspections of the property by City staff, as of January 19, 2021, there is no fencing installed in front of the business and no fencing along the front portion of the adjoining parking lot serving the business.

Pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312. As part of this review, on March 9, 2020, the Development Services Director mailed a letter to Quonset Partners LLC, care of Joseph Rubin, requesting written status of compliance with the Conditions of Approval. Quonset Partners LLC failed to respond to the letter. The Development Services Director concluded his review and determined that the project failed to comply with the Conditions of Approval of CUP 312.

On March 24, 2020, the City issued a letter to all interested parties, Coachella Lighthouse, LLC, Quonset Partners LLC, and Inception RE Credit Holds, LLC, demanding compliance with the Conditions of Approval by April 14, 2020, which they failed to meet. Staff conducted a site visit of The Lighthouse property and the adjoining parking area to the west on April 8, 2020. Staff observed the lack of compliance with several of the Conditions of Approval, as noted above.

However, numerous Conditions of Approval of CUP 312 that were being violated at the time of the Planning Commission's April 15, 2020 revocation hearing have not been cured and are currently being violated. Sections 17.84.070 and 17.74.050(B)(1) of the Coachella Municipal Code authorize revocation of a conditional use permit for *any* violation of a conditional of approval. So each violation of the Conditions of Approval is an independent basis to revoke CUP 312. Thus, the Planning Commission neither erred nor abused its discretion when it determined that "one or more" Conditions of Approval of CUP 312 were violated. In addition, subsequent correction of a violation does not necessarily warrant granting of the appeal. The appeal should only be granted if *all* violations of the Conditions of Approval of CUP 312 have been cured. Again, revocation remains appropriate if "one or more" Conditions of Approval of CUP 312 were violated.

Due to the noncompliance described above, as authorized by Section 17.84.070(D) and Section 17.74.050(B)(1) of the Coachella Municipal Code, revocation of CUP 312 is determined the appropriate City response.

ALTERNATIVES:

1. Adopt Resolution No. 2020-30 and revoke Conditional Use Permit No. 312.
2. Direct Staff to modify the Conditions of Approval of Conditional Use Permit No. 312.
3. Continue this item and provide staff direction.
4. Grant the appeal and set aside the Planning Commission's revocation of CUP 312.

CONCLUSIONS AND RECOMMENDATIONS

Based on the facts noted in this staff report and the documentation attached hereto, City staff recommends Alternative No. 1, noted above, for the City Council to adopt Resolution No. 2020-30 and;

1. Determine that the project is Categorically Exempt pursuant to Section No. 15321 (Enforcement Actions by Regulatory Agencies) of the CEQA; and,
2. Deny the appeal and uphold the Planning Commission's revocation of Conditional Use Permit No. 312.

Attachments: City Council Resolution No. 2020-30
CUP 312 (Coachella City Council Resolution 2019-07)
March 9, 2020 Compliance Verification Letter
March 24, 2020 Compliance Demand Letter
April 15, 2020 Planning Commission Staff Report
Planning Commission Resolution No. PC2020-03 revoking CUP 312
Request for Appeal with Attachment A, submitted by The Coachella Lighthouse, LLC

RESOLUTION NO. PC2020-03

A RESOLUTION OF THE CITY OF COACHELLA PLANNING COMMISSION REVOKING CONDITIONAL USE PERMIT NO. 312, A CONDITIONAL USE PERMIT TO ALLOW A 3,250 SQUARE FOOT RETAIL CANNABIS MICROBUSINESS ON 0.29 ACRES OF LAND IN THE CG-RC (GENERAL COMMERCIAL – RETAIL CANNABIS OVERLAY) ZONE AT 84-161 AVENUE 48, AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, on February 27, 2019, the City of Coachella Planning Commission (“Planning Commission”) issued Conditional Use Permit No. 312 (“CUP 312”) to allow a 3,250 square foot retail cannabis microbusiness with parking and security fencing to be located on 0.29 acres of land at 84-161 Avenue 48 within a commercial center located at the southeast corner of Avenue 48 and Van Buren Street (Assessor Parcel Numbers 603-220-063 and portions of 603-220-066); and,

WHEREAS, pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with the Conditions of Approval of CUP 312; and,

WHEREAS, the Development Services Director determined that the interested parties failed to comply with Conditions of Approval Nos. 2(a) - (c), 5, 6, and 14 – 16; and,

WHEREAS, pursuant to California Constitution Article XI, §7, the California Zoning and Planning Law (Government Code sections 65800–65912), Chapters 17.74 and 17.84 of the Coachella Municipal Code (“CMC”), the City of Coachella (“City”), through the Planning Commission is authorized to revoke CUP 312; and,

WHEREAS, CMC section 17.74.050 authorizes the Planning Commission to revoke a conditional use permit upon a finding that one or more conditions of the conditional use permit were not complied with; and,

WHEREAS, an application was initiated by the City for the revocation of CUP 312; and,

WHEREAS, interested parties were properly notified of a public hearing held on April 15, 2020, to determine whether the Planning Commission should revoke CUP 312; and,

WHEREAS, on April 15, 2020, the Planning Commission conducted a duly noticed regular public hearing telephonically at the Permit Center, 53-990 Enterprise Way, Coachella, California, to consider testimony and evidence to determine whether the Planning Commission should revoke CUP 312;

WHEREAS, interested parties were afforded the opportunity to rebut the oral and written evidence that the applicant, City staff, presented in support of its position that revocation of CUP 312 was appropriate; and,

WHEREAS, members of the public were afforded an opportunity to testify regarding the revocation; and,

WHEREAS, the Planning Commission carefully considered all information pertaining to the revocation, including the staff report and attachments, and all of the information, evidence, and testimony presented at its public hearing on April 15, 2020; and,

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and,

WHEREAS, revocation is categorically exempt from environmental review pursuant to Title 14, California Code of Regulations, section 15321(a).

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Coachella, California does hereby resolve as follows:

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference.

SECTION 2. Based on the preponderance of the evidence presented to this Planning Commission at the above-referenced public hearing on April 15, 2020, including the staff report with attachments, and all related information presented to the Planning Commission, the following findings are made in accordance with Section 17.74.050 and Section 17.84.070 of the Coachella Municipal Code.

Finding Number 1: One or more conditions of CUP 312 was violated.

1. As set forth in the staff report and attached documents and the testimony at the revocation hearing on April 15, 2020, pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with the Conditions of Approval of CUP 312.
2. The permittee failed to comply with Condition No. 2(a) of CUP 312, which states: "Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The first phase of the Glenroy Resort Hotel shall be completed and open for business within 90 days of January 1, 2019." This deadline was later amended by the City Council to read "within 90 days of January 1, 2020." As of the date of the public

hearing on April 15, 2020, the first phase of the Glenroy Resort Hotel is not complete nor open for business.

3. The permittee failed to comply with Condition No. 2(b) of CUP 312, which states: "Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The perimeter landscaping and fencing improvements for the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 312." As of April 8, 2020, the perimeter landscaping and fencing improvements for the retail cannabis microbusiness have not been completed.
4. The permittee failed to comply with Condition No. 2(c) of CUP 312, which states that "Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The improvements required under Condition #5 of CUP 312 for additional glazing on the façade of the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 296." As of April 8, 2020, additional glazing on the façade of the retail cannabis microbusiness was not completed.
5. The permittee failed to comply with Condition No. 5 of CUP 312, which states that "The applicant or successor in interest shall comply with all conditions of approval imposed upon Architectural Review No. 17-07. The front façade of the business shall incorporate additional glazing on the front façade, subject to review by the Development Services Director." As of April 8, 2020, the front façade of the business did not incorporate additional glazing.
6. The permittee failed to comply with Condition No. 6 of CUP 312, which states: "A comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission prior to the issuance of any sign permits for the retail cannabis microbusiness. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary "logo sign" placed on the front façade." As of April 8, 2020, no comprehensive sign program for the Glenroy Resort project was reviewed or approved by the Planning Commission.
7. The permittee failed to comply with Condition No. 14 of CUP 312, which states: "The owner shall install a conforming trash enclosure for solid waste and recyclables within 250 feet of the proposed cannabis retail microbusiness." As of April 8, 2020, no conforming trash enclosure for solid waste and recyclables has been installed within 250 feet of the cannabis retail microbusiness.
8. The permittee failed to comply with Condition No. 15 of CUP 312, which states: "The owner shall install a minimum of five bicycle racks in front of the retail cannabis

microbusiness, or adjacent to the parking lot serving the proposed business.” As of April 8, 2020, five bicycle racks were not installed in front of the retail cannabis microbusiness or adjacent to the parking lot serving the business.

9. The permittee failed to comply with Condition No. 16 of CUP 312, which states that “The fencing along Avenue 48 may consist of a decorative wrought iron fence with a maximum height of five feet. The parking lot security gates shall consist of low barrier, non-automated gates to remain open during all hours of business operation. All entry gates must be reviewed and approved by the Fire Marshal’s Office and the Building Official.” As of April 8, 2020, no perimeter fencing was installed along the Avenue 48 street frontage adjacent to the retail cannabis business and no perimeter fencing was installed adjacent to the parking area serving the retail cannabis business.
10. Based on the foregoing, the City of Coachella Planning Commission hereby finds that one or more Conditions of Approval of CUP 312 were violated, justifying the CUP 312’s revocation.

SECTION 3. Based upon the findings set forth in Sections 1 and 2 of this Resolution, the Planning Commission hereby revokes Conditional Use Permit No. 312 to allow a 3,250 square foot retail cannabis microbusiness with parking and security fencing to be located on 0.29 acres of land at 84-161 Avenue 48 within a commercial center located at the southeast corner of Avenue 48 and Van Buren Street (Assessor Parcel Numbers 603-220-063 and portions of 603-220-066).

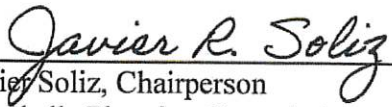
SECTION 4. This Commission hereby finds and determines that the revocation is categorically exempt from the requirements of the California Environmental Quality Act, as amended, and the Guidelines promulgated thereunder, pursuant to Section 15321 of the State CEQA Guidelines.

SECTION 5. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Development Services Department, Coachella Permit Center located at 53-990 Enterprise Way, Coachella, California 92236. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 6. This decision of the Planning Commission may be filed with the City Clerk’s office in writing, pursuant to Section 17.74.040 of the Coachella Municipal Code. Any appeal shall be filed within 15 days following the date on which notice of this decision is mailed, Pursuant to Coachella Municipal Code section 17.70.080(B). This decision by the Planning Commission is final and binding upon the expiration of the appeal period. If the Planning Commission’s revocation is appealed, revocation is stayed pending resolution of the appeal.

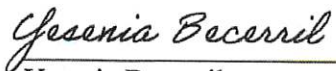
SECTION 7. The Secretary shall certify to the adoption of this Resolution.

PASSED APPROVED and ADOPTED by the Planning Commission of the City of Coachella, California, at a regular meeting held on this 15th day of April, 2020.




Javier Soliz, Chairperson
Coachella Planning Commission

ATTEST:



Yesenia Becerril
Planning Commission Secretary

APPROVED AS TO FORM:



Carlos Campos
City Attorney

I HEREBY CERTIFY that the foregoing Resolution No. PC2020-03, was duly adopted at a regular meeting of the Planning Commission of the City of Coachella, California, held on the 15th day of April, 2020, by the following roll call vote:

AYES: Commissioner Gonzalez, Commissioner Huazano, Commissioner Navarrete, Vice Chair Virgen, Chair Soliz.

NOES: None.

ABSENT: None.

ABSTAIN: None.

Yesenia Becerril

Yesenia Becerril

Planning Commission Secretary

RESOLUTION NO. 2019-07

A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL APPROVING CONDITIONAL USE PERMIT (CUP 312) TO ALLOW A 3,250 SQUARE FOOT RETAIL CANNABIS MICROBUSINESS ON A 0.29 ACRE PARCEL LOCATED IN THE CG-RC (GENERAL COMMERCIAL – RETAIL CANNABIS OVERLAY) ZONE LOCATED ON THE SOUTH SIDE OF AVENUE 48 BETWEEN VAN BUREN STREET AND THE DILLON ROAD GRADE SEPARATION (AKA 84-161 AVENUE 48). THE COACHELLA LIGHTHOUSE LLC, APPLICANT.

WHEREAS, The Coachella Lighthouse, LLC filed an application for Change of Zone (CZ 18-12) and Conditional Use Permit (CUP 312) to allow a 3,250 square foot retail cannabis microbusiness with parking and security fencing to be located on 0.29 acres of land located 84-161 Avenue 48 within a commercial center located on the south side of Avenue 48 between Van Buren Street and the Dillon Road grade separation; APN: 603-220-063 and portions of APN 603-220-066, (“Project”); and,

WHEREAS, the Planning Commission conducted a duly noticed special public hearing on Change of Zone No. 18-12 and CUP 312 on February 6, 2019 in the Council Chambers, 1515 Sixth Street, Coachella, California; and,

WHEREAS, on February 6, 2019 the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS, the Project is permitted pursuant to Chapter 17.84 of the Coachella Municipal Code and Ordinance 1120 with the attendant applications for a Change of Zone to allow a retail cannabis microbusiness; and,

WHEREAS, the proposed project is necessary for economic development purposes as outlined in the Glenroy Resort Development Agreement and is consistent with the objectives of the City’s General Plan, and is not detrimental to the surrounding uses in the vicinity; and,

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

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

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

WHEREAS, the City Council conducted a duly noticed public hearing on Change of Zone No. 18-12 and CUP 312 on February 27, 2019 in the Council Chambers, 1515 Sixth Street, Coachella, California to consider staff recommendations and prior written and oral testimony regarding the project and wherein the public was given an opportunity to testify; and,

WHEREAS, a Mitigated Negative Declaration was previously prepared and adopted for the Glenroy Resort Project pursuant to the California Environmental Quality Act, as amended.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby approve Conditional Use Permit No. 312 with the findings and conditions listed below.

Findings for Conditional Use Permit #312:

1. The proposed use is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Regional Commercial District land use designation that allows for hotel and commercial uses intended to create a regional attraction to the site. The proposed commercial structure on the site is in keeping with the policies of the Regional Commercial District land use classification and the Project is internally consistent with other General Plan policies for this type of development.

2. The proposed use 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 totaling 3,250 square feet and common parking and security fencing. The Project complies with applicable CG-RC (General Commercial –Retail Cannabis) and the operators will secure a regulatory permit pursuant to Ordinance 1120.

3. The proposed use and development of the property including the façade and architectural themes and development standards were considered on the basis of the suitability of the site for the particular use intended, and the total development, including the prescribed development standards, were so arranged to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and are in accord with all elements of the general plan. As proposed, the site is within the Regional Commercial land use designation of the City's general plan. This category provides for a broad spectrum of commercial uses. The proposed uses are compatible with existing adjacent uses that include similar pattern of hospitality, restaurant and entertainment uses.

4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project propose a retail cannabis microbusiness that is allowed in the CG-RC zone pursuant to an approved Conditional Use Permit. Surrounding uses include restaurant, hotel and entertainment uses. The residential uses to the north in the County of Riverside will be substantially buffered by the Avenue 48 street right-of-way and other commercial uses making up the Glenroy Resort site. The public park to the south will not be impacted since the park is substantially removed from the proposed retail cannabis business. Additionally, the new Building B was approved by the Planning Commission as having a unified design theme to the adjacent buildings. Therefore, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development.

5. An Initial Environmental Study recommending the adoption of a Mitigated

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

Conditions of Approval for Conditional Use Permit #312:

1. Conditional Use Permit No. 312 is hereby granted for the express purpose of operating a cannabis retail microbusiness. The owner must obtain a Cannabis Regulatory Permit and any required State licenses prior to the commencement of business activities. The microbusiness may have retail sales of cannabis products as its primary use, and may include incidental uses not exceeding 50% of the total floor area. Incidental uses may include indoor cultivation of cannabis plants, delivery service, and processing of cannabis products only. Extraction of cannabis oils through volatile and non-volatile systems shall be expressly prohibited at this location.

2. Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness, and subject to compliance with the following performance schedule:

a. The first phase of the Glenroy Resort Hotel shall be completed and open for business within 90 days of January 1, 2020;

b. The perimeter landscaping and fencing improvements for the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 312;

c. The improvements required under Condition #5 of CUP 312 for additional glazing on the façade of the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 312.

3. A 12-month review of this conditional use permit shall be conducted by the Development Services Director to check compliance with the conditions of approval.

4. Approval of Conditional Use Permit No. 296 is contingent upon City Council approval of the attendant Change of Zone No. 18-01 to add the RC (Retail Cannabis Overlay) zone on 20,000 square feet of land encompassing the Building B property and the adjoining area to the east along Avenue 48 having a dimension of approximately 100 feet in length and 40 feet in width.

5. The applicant or successor in interest shall comply with all conditions of approval imposed upon Architectural Review No. 17-07. The front façade of the business shall incorporate additional glazing on the front façade, subject to review by the Development Services Director.

6. A comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission prior to the issuance of any sign permits for the retail cannabis microbusiness. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary “logo sign” placed on the front façade.

7. Hours of operation for the retail cannabis microbusiness may be from 8:30 am to 10:00 pm Sunday through Thursday, and from 8:30 am to 12:30 am on Friday and Saturday. The owner may apply for extended hours during seasonal events subject to obtaining a Special Event Permit from the City of Coachella.

8. The applicant or successor in interest shall meet and confer with the Coachella Police Department to implement security measures for the operation of the retail cannabis microbusiness. Proof of compliance with this condition must be submitted prior to the issuance of a Cannabis Regulatory Permit for the business.

9. Prior to the commencement of business activities, the applicant must obtain a City Cannabis Regulatory Permit and any required State of California licenses for the operation of a retail cannabis microbusiness. The owner may pursue a Special Event Permit for local approval of non-recurring retail cannabis activity during seasonal events prior to securing a Cannabis Regulatory Permit, subject to State agency approvals, and subject to approval by the City Manager or designee.

10. The applicant shall procure the services of a certified private security guard system to provide a minimum of one 24-hour security guard on the premises, and shall maintain a video surveillance and alarm system in compliance with the City’s Municipal Code and the security plan outlined for this project.

11. The applicant shall comply with all applicable conditions of approval imposed on the Glenroy Resort Development Agreement.

12. The applicant or successor in interest shall obtain a City Business License and shall hire a City-approved consultant to prepare a quarterly audit report of the gross retail receipts for all transactions related to the proposed microbusiness. The applicant shall voluntarily participate with City auditing contractors and share business financial information with the City of Coachella for the purpose of complying with this condition of approval.

13. Alcohol sales and tobacco products sales shall be prohibited at the proposed retail cannabis microbusiness location.

14. The owner shall install a conforming trash enclosure for solid waste and recyclables within 250 feet of the proposed cannabis retail microbusiness.

15. The owner shall install a minimum of five bicycle racks in front of the retail cannabis microbusiness, or adjacent to the parking lot serving the proposed business.

16. The fencing along Avenue 48 may consist of a decorative wrought iron fence with

a maximum height of five feet. The parking lot security gates shall consist of low barrier, non-automated gates to remain open during all hours of business operation. All entry gates must be reviewed and approved by the Fire Marshal’s Office and the Building Official.

17. The water system for fire protection of the retail cannabis business shall be in accordance with the California Fire Code and subject to review and approval by the Riverside County Fire Marshal’s Office.

18. The owner shall submit a wastewater industrial survey to the City’s Utility Department prior to the issuance of a water connection meter serving the retail cannabis microbusiness.

19. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the City concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, and subject to reasonable approval of the applicant, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the matter. The applicant shall execute an indemnification agreement, in a form acceptable to the City Attorney, within five days of the effective date of Conditional Use Permit No. 312.

PASSED, APPROVED and ADOPTED this 27th day of February, 2019.



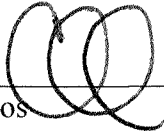
Steven A. Hernandez
Mayor

ATTEST:



Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:



Carlos Campos
City Attorney

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

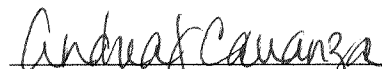
I HEREBY CERTIFY that the foregoing Resolution No. 2019-07 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27th day of February, 2019 by the following vote of Council:

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

NOES: None.

ABSENT: None.

ABSTAIN: Councilmember Gonzalez.



Andrea J. Carranza, MMC
Deputy City Clerk



March 9, 2020

Mr. Joseph Rubin
1801 S. La Cienega Blvd Suite 302
Los Angeles CA 90035

Subject: Conditional Use Permit No. 312
84-160 Avenue 48, Coachella, California

Dear Mr. Rubin:

Pursuant to condition #3 of Conditional Use Permit No. 312 (CUP 312), this is to inform you that the Development Services Director is conducting a 12-month review in order to check compliance with the conditions of approval, related to "The Lighthouse" retail cannabis business. Attached for your convenience is City Council Resolution No. 2019-07 which included 19 conditions of approval.

Within seven (7) days of receipt of this letter, please provide to me a written status of compliance with each of the conditions of approval for CUP 312, as listed in Resolution No. 2019-07.

Please contact me at (760)398-3102 or by e-mail at LLopez@coachella.org if you have any questions.

Sincerely,


Luis Lopez
Development Services Director



March 24, 2020

Coachella Lighthouse
P.O. Box 420
Coachella, California 92236

Coachella Lighthouse, LLC
84160 Avenue 48
Coachella, California 92236

Coachella Lighthouse, LLC
% Joseph Rubin, Manager
1801 South La Cienega Boulevard, Suite 301
Los Angeles, California 90035

Quonset Partners LLC
% Joseph Rubin, Agent for Service of Process
1801 South La Cienega Boulevard, Suite 302
Los Angeles, California 90035

Quonset Partners LLC
% Zachary Werner, Manager
383 South Beverly Glen Boulevard
Los Angeles, California 90024

Inception RE Credit Holdings, LLC
% Paracorp Incorporated, Agent for Service of Process
2804 Gateway Oaks Drive, #100
Sacramento, California 95833

**Subject: Conditional Use Permit No. 312
84-160 Avenue 48, Coachella, California**

To Whom It May Concern:

Pursuant to Condition No. 3 of Conditional Use Permit No. 312 (CUP 312), the Development Services Director has conducted a 12-month review of CUP 312 and has determined that you have failed to comply with the Conditions of Approval of CUP 312. Attached for your convenience is City Council Resolution No. 2019-07, which includes 19 Conditions of Approval.

Specifically, you have failed to comply with Conditions of Approval Nos. 2(a)-(c), 5, 6, and 14-16. Please be advised a conditional use permit may be revoked or modified if the Planning Commission makes any finding that the Conditions of Approval have been violated. Revocation of CUP 312 will prohibit this

business from operating at this location. Revocation of CUP 312 may also lead to revocation of the business license for this business.

Given your failure to comply with the Conditions of Approval, the City is compelled to prescribe a compliance deadline. We strongly encourage you to comply with the following compliance deadline to avoid formal enforcement measures.

We will proceed with revocation proceedings unless you comply with the following corrective actions **within 21 calendar days from the date of this letter:**

- (1) Complete the first phase of the Glenroy Resort Hotel and open for business, as required by Condition of Approval No. 2(a) and No. 16.
- (2) Complete perimeter landscaping and fencing improvements for the retail cannabis microbusiness, as required by Condition of Approval No. 2(b).
- (3) Complete the improvements required for additional glazing on the façade of the retail cannabis microbusiness, as required by Conditions of Approval Nos. 2(c) and 5.
- (4) Obtain Planning Commission approval of a comprehensive sign program for the Glenroy Resort Hotel project, as required by Condition of Approval No. 6.
- (5) Install a conforming trash enclosure for solid waste and recyclables within 250 feet of the cannabis retail microbusiness, as required by Condition of Approval No. 14.
- (6) Install a minimum of five bicycle racks in front of the retail cannabis microbusiness or adjacent to the parking lot, as required by Condition of Approval No. 15.

Thereafter, kindly remember that you have an ongoing responsibility to ensure that violations of the Conditions of Approval do not recur.

It is the policy of the City to obtain voluntary compliance with its laws, permits, and approvals whenever possible. And it is sincerely hoped that you take this opportunity to correct the violations. Please be advised that unless you comply with this notice, we will proceed with revocation proceedings without further warning or notice. Please act before the compliance deadline to avoid enforcement proceedings.

Please contact me at 760-398-3102 or by e-mail at LLopez@coachella.org if you have any questions.

Sincerely,



Luis Lopez

Development Services Director



STAFF REPORT
4/15/2020

TO: Planning Commission Chair and Commissioners

FROM: Luis Lopez, Development Services Director

SUBJECT: Revocation of Conditional Use Permit (CUP 312) that allowed a 3,250 sq. ft. Retail Cannabis Microbusiness on 20,000 square feet of land located at 84-161 Avenue 48 for “The Coachella Lighthouse, LLC”. City- Initiated Revocation.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission revoke Conditional Use Permit No. 312 (CUP 312) based upon numerous violations of the Conditions of Approval of CUP 312.

On February 27, 2019, the Planning Commission granted with conditions Conditional Use Permit No. 312 (CUP 312) for a 3,250 square foot retail cannabis microbusiness at the above location. Pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with the Conditions of Approval of CUP 312.

REQUIRED FINDINGS

Pursuant to Section 17.84.070 of the Coachella Municipal Code, the Planning Commission may consider a conditional use permit for revocation if the applicant or permittee or owner, its agent, employee, or any person connected or associated with the applicant or permittee:

- (1) Has knowingly made false statements in the applicant's application or in any reports or other supporting documents furnished by the applicant or permittee;
- (2) Has failed to maintain a valid state license;
- (3) 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;
- (4) Has failed to comply with any condition imposed on the conditional use permit; or
- (5) Has allowed the existence of or created a public nuisance in violation of the Coachella Municipal Code.

In addition, pursuant to Section 17.74.050(B)(1) of the Coachella Municipal Code, the Planning Commission may consider a conditional use permit for revocation if one or more conditions are not complied with.

DISCUSSION/ANALYSIS

Several Conditions of Approval of CUP 312 have been violated. The following chart describes the Conditions of Approval of CUP 312 that are in violation:

CONDITIONS OF APPROVAL OF CUP 312	VIOLATION OF CUP 312
<p>Condition No. 2(a) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The first phase of the Glenroy Resort Hotel shall be completed and open for business within 90 days of January 1, 2019.”</p>	<p>According to a review of City records and inspections of the property, as of the date of the public hearing on April 15, 2020, the first phase of the Glenroy Resort Hotel is not complete or open for business. There are numerous unfinished buildings on the property and construction activities for the Resort Hotel were halted approximately 12 months ago.</p>
<p>Condition No. 2(b) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The perimeter landscaping and fencing improvements for the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 312.”</p>	<p>According to inspections of the property, as of the date of the public hearing on April 15, 2020, the perimeter fencing improvements for the retail cannabis microbusiness have not been completed. The front portion of the business currently has no fencing.</p>
<p>Condition No. 2(c) of CUP 312 states: “Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The improvements required under Condition #5 of CUP 312 for additional glazing on the façade of the retail cannabis microbusiness shall be</p>	<p>According to inspections of the property, as of the date of the public hearing on April 15, 2020, additional glazing on the façade of the retail cannabis microbusiness was not completed. The front of the building has large blank walls with minimal glazing and no plans have been submitted showing additional glazing to be installed.</p>

CONDITIONS OF APPROVAL OF CUP 312	VIOLATION OF CUP 312
completed within 60 days of the effective date of Conditional Use Permit No. 312.”	
Condition No. 5 of CUP 312 states: “The applicant or successor in interest shall comply with all conditions of approval imposed upon Architectural Review No. 17-07. The front façade of the business shall incorporate additional glazing on the front façade, subject to review by the Development Services Director.”	According to inspections of the property, as of the date of the public hearing on April 15, 2020, the front façade of the business did not incorporate additional glazing. The front of the building has large blank walls with minimal glazing and no plans have been submitted showing additional glazing to be installed.
Condition No. 6 of CUP 312 states: “A comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission prior to the issuance of any sign permits for the retail cannabis microbusiness. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary ‘logo sign’ placed on the front façade.”	According to a review of City records, as of the date of the public hearing on April 15, 2020, no comprehensive sign program for the Glenroy Resort project was reviewed or approved by the Planning Commission.
Condition No. 14 of CUP 312 states: “The owner shall install a conforming trash enclosure for solid waste and recyclables within 250 feet of the proposed cannabis retail microbusiness.”	According to inspections of the property, as of April 8, 2020, no conforming trash enclosure for solid waste and recyclables has been installed within 250 feet of the cannabis retail microbusiness. The trash bin is stored in an open area adjacent to the southwest corner of the parking lot adjoining the business.
Condition No. 15 of CUP 312 states: “The owner shall install a minimum of five bicycle racks in front of the retail cannabis microbusiness, or adjacent to the parking lot serving the proposed business.”	According to inspections of the property, as of April 8, 2020, there are no bicycle racks in front of the retail cannabis microbusiness or adjacent to the parking lot serving the business.
Condition No. 16 of CUP 312 states: “The fencing along Avenue 48 may consist of a decorative wrought iron fence with a maximum height of five feet. The parking lot security gates shall consist of low barrier, non-automated gates to remain open during all hours of business operation. All entry gates must be reviewed and approved by the Fire Marshal’s Office and the Building Official.”	According to inspections of the property, as of April 8, 2020, there is no fencing installed in front of the business and no fencing along the front portion of the adjoining parking lot serving the business.

Pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312. As part of this review, on March 9, 2020, the Development Services Director mailed a letter to Quonset Partners LLC, care of Joseph Rubin, requesting written status of compliance with the Conditions of Approval. Quonset Partners LLC failed to respond to the

letter. The Development Services Director concluded his review and determined that the project failed to comply with the Conditions of Approval of CUP 312.

On March 24, 2020, the City issued a letter to all interested parties, Coachella Lighthouse, LLC, Quonset Partners LLC, and Inception RE Credit Holds, LLC, demanding compliance with the Conditions of Approval by April 14, 2020, which they failed to meet.

Staff conducted a site visit of The Lighthouse property and the adjoining parking area to the west on April 8, 2020. Staff observed the lack of compliance with several of the conditions of approval as noted above. Shown below are some of these photographs with a description of the violation of the condition of approval.



Landscaping along Avenue 48 is missing the required "Perimeter Fencing"



“Blank Wall Façade” is missing required additional glazing



Front Entry is missing “Bicycle Racks”



“No Trash Enclosure” - Trash bin is stored in the open parking area.

As noted above, numerous Conditions of Approval of CUP 312 are being violated. Due to this noncompliance, as authorized by Section 17.84.070(D) and Section 17.74.050(B)(1) of the Coachella Municipal Code, revocation of CUP 312 is determined the appropriate City response.

CORRESPONDENCE:

Attached to this letter is correspondence received from owners of The Lighthouse including a letter to the County Tax Collector asking for relief, and a letter from the owner’s attorney requesting to enter into an agreement with the City in order to avoid the CUP 312 revocation in consideration of upfront payments of hotel taxes (TOT – Transient Occupancy Tax) and a new promise to open the Glenroy Resort Hotel in a timely manner. This second matter is being negotiated with the City Council and City Attorney and may cause a stay on the Planning Commission’s revocation of CUP 312 if the City Council decides to execute this new agreement.

Additionally, staff received a phone call from a resident that lives on the corner of Avenue 48 and Luzon Street who registered a concern regarding traffic safety due to vehicles exiting the site onto Avenue 48. Staff explained to the caller that once the road is widened and a raised center median is installed along Avenue 48, as part of the Riverside County Avenue 48 Improvement project, and once a traffic signal is installed at Luzon Street and Avenue 48, these traffic concerns will be substantially mitigated.

ALTERNATIVES:

1. Adopt Resolution No. 2020-03 and Terminate CUP 312
2. Direct Staff to Modify the Conditions of Approval of CUP 312
3. Continue this item and provide staff direction.
4. Take no action.

CONCLUSIONS AND RECOMMENDATIONS

Based on the facts noted in this staff report and the documentation attached hereto, staff recommends Alternative #1, noted above, for the Planning Commission to adopt Resolution No. PC2020-03 and;

1. Determine that the project is Categorically Exempt pursuant to Section No. 15321 (Enforcement Actions by Regulatory Agencies) of the CEQA; and,
2. Revoke Conditional Use Permit No. 312.

Attachments: Resolution No. PC2020-03
CUP 312 (Coachella City Council Resolution 2019-07)
March 9, 2020 Compliance Verification Letter
March 24, 2020 Compliance Demand Letter
Public Hearing Notice
Correspondence

RESOLUTION NO. 2020-30

A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL AFFIRMING PLANNING COMMISSION'S DECISION AND REVOKING CONDITIONAL USE PERMIT NO. 312, A CONDITIONAL USE PERMIT TO ALLOW A 3,250 SQUARE FOOT RETAIL CANNABIS MICROBUSINESS ON 0.29 ACRES OF LAND IN THE CG-RC (GENERAL COMMERCIAL – RETAIL CANNABIS OVERLAY) ZONE AT 84-161 AVENUE 48, AND MAKING FINDINGS IN SUPPORT THEREOF. THE COACHELLA LIGHTHOUSE, APPELLANT.

WHEREAS, on February 27, 2019, the City of Coachella Planning Commission (“Planning Commission”) issued Conditional Use Permit No. 312 (“CUP 312”) to allow a 3,250 square foot retail cannabis microbusiness with parking and security fencing to be located on 0.29 acres of land at 84-161 Avenue 48 within a commercial center located at the southeast corner of Avenue 48 and Van Buren Street (Assessor Parcel Numbers 603-220-063 and portions of 603-220-066); and,

WHEREAS, pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with the Conditions of Approval of CUP 312; and,

WHEREAS, the Development Services Director determined that the interested parties failed to comply with Conditions of Approval Nos. 2(a) – (c), 5, 6, and 14 – 16; and,

WHEREAS, pursuant to California Constitution Article XI, § 7, the California Zoning and Planning Law (Government Code sections 65800–65912), Chapters 17.70, 17.74, and 17.84 of the Coachella Municipal Code (“CMC”), the City of Coachella (“City”), through the Planning Commission and City Council, is authorized to revoke CUP 312; and,

WHEREAS, CMC section 17.74.050 and 17.84.070(D) authorize the revocation of a conditional use permit upon a finding that one or more conditions of the conditional use permit were not complied with; and,

WHEREAS, an application was initiated by the City for the revocation of CUP 312; and,

WHEREAS, on April 15, 2020, the Planning Commission conducted a duly noticed regular public hearing at which time all interested parties were provided the opportunity to give testimony for or against the revocation of CUP 312; and,

WHEREAS, on April 15, 2020, the Planning Commission revoked CUP 312 at the conclusion of the public hearing; and,

WHEREAS, The Coachella Lighthouse, LLC timely appealed the decision of the Planning Commission to the City Council; and,

WHEREAS, interested parties were properly notified of a public hearing held on May 13, 2020, and a notice of public hearing was published in the Desert Sun newspaper on May 3, 2020 regarding an appeal of the Planning Commission's decision to revoke CUP 312; and,

WHEREAS, on May 13, 2020 the City Council continued the public hearing to July 8, 2020, July 22, 2020, September 9, 2020, October 14, 2020, December 9, 2020 and January 27, 2021 wherein the City Council conducted a duly noticed public hearing on the appeal in the Council Chambers, 1515 Sixth Street, Coachella, California; and,

WHEREAS, all interested parties were afforded the opportunity to rebut the oral and written evidence that the applicant, City staff, presented in support of its position that revocation of CUP 312 was appropriate; and,

WHEREAS, members of the public were afforded an opportunity to testify regarding the revocation; and,

WHEREAS, the City Council finds that the Planning Commission carefully considered all information pertaining to the revocation, including the staff report and attachments, and all of the information, evidence, and testimony presented at its public hearing on April 15, 2020, after which it exercised its independent judgment to revoke CUP 312; and,

WHEREAS, the City Council, on January 27, 2021, affirmed the Planning Commission decision; and,

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and,

WHEREAS, revocation is categorically exempt from environmental review pursuant to Title 14, California Code of Regulations, section 15321(a).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby resolve as follows:

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference.

SECTION 2. Based on the preponderance of the evidence presented to this City Council at the above-referenced public hearing on January 27, 2021, including the staff report with attachments and all information presented at the hearing in support of and in opposition to the revocation, after having reviewed the matter de novo on appeal, the City Council makes its own findings as following in accordance with Sections 17.70.080, 17.74.050, and Section 17.84.070 of the Coachella Municipal Code.

Finding Number 1: One or more conditions of CUP 312 was violated.

1. Pursuant to Condition No. 3 of CUP 312, the Development Services Director conducted a 12-month review of CUP 312 and determined that the permittee failed to comply with the Conditions of Approval of CUP 312, which led to the Planning Commission's revocation of CUP 312 and subsequent appeal to the City Council.
2. The permittee failed to comply with Condition No. 2(a) of CUP 312, which states: "Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The first phase of the Glenroy Resort Hotel shall be completed and open for business within 90 days of January 1, 2019." According to a review of City records and inspections of the property by City staff, as of January 19, 2021, the first phase of the Glenroy Resort Hotel is not complete nor open for business.
3. The permittee failed to comply with Condition No. 2(b) of CUP 312, which states: "Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The perimeter landscaping and fencing improvements for the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 296." According to inspections of the property by City staff, as of January 27, 2021, the fencing improvements for the retail cannabis microbusiness have not been completed.
4. The permittee failed to comply with Condition No. 2(c) of CUP 312, which states that "Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness and subject to compliance with the following performance schedule... The improvements required under Condition #5 of CUP 312 for additional glazing on the façade of the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 312." According to inspections of the property by City staff, as of January 19, 2021, additional glazing on the façade of the retail cannabis microbusiness was not completed.
5. The permittee failed to comply with Condition No. 5 of CUP 312, which states that "The applicant or successor in interest shall comply with all conditions of approval imposed upon Architectural Review No. 17-07. The front façade of the business shall incorporate additional glazing on the front façade, subject to review by the Development Services Director." According to inspections of the property by City staff, as of January 19, 2021, the front façade of the business did not incorporate additional glazing.

6. The permittee failed to comply with Condition No. 6 of CUP 312, which states: “A comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission prior to the issuance of any sign permits for the retail cannabis microbusiness. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary “logo sign” placed on the front façade.” According to a review of City records by City staff, as of January 19, 2021, no comprehensive sign program for the Glenroy Resort project was reviewed or approved by the Planning Commission.
7. The permittee failed to comply with Condition No. 14 of CUP 312, which states: “The owner shall install a conforming trash enclosure for solid waste and recyclables within 250 feet of the proposed cannabis retail microbusiness.” According to inspections of the property by City staff, as of January 19, 2021, no conforming trash enclosure for solid waste and recyclables has been installed within 250 feet of the cannabis retail microbusiness.
8. The permittee failed to comply with Condition No. 15 of CUP 312, which states: “The owner shall install a minimum of five bicycle racks in front of the retail cannabis microbusiness, or adjacent to the parking lot serving the proposed business.” According to inspections of the property by City staff, as of January 19, 2021, five bicycle racks were not installed in front of the retail cannabis microbusiness or adjacent to the parking lot serving the business.
9. The permittee failed to comply with Condition No. 16 of CUP 312, which states that “The fencing along Avenue 48 may consist of a decorative wrought iron fence with a maximum height of five feet. The parking lot security gates shall consist of low barrier, non-automated gates to remain open during all hours of business operation. All entry gates must be reviewed and approved by the Fire Marshal’s Office and the Building Official.” According to inspections of the property by City staff, as of January 19, 2021, no perimeter fencing was installed along the Avenue 48 frontage adjacent to the retail cannabis business and no perimeter fencing was installed adjacent to the parking area serving the retail cannabis business.
10. Based on the foregoing, the City of Coachella City Council hereby finds that one or more Conditions of Approval of CUP 312 were violated, justifying the CUP 312’s revocation.

SECTION 3. Based upon the findings set forth in Sections 1 and 2 of this Resolution, the City Council hereby affirms the Planning Commission’s decision and revokes Conditional Use Permit No. 312.

SECTION 4. The City Council hereby finds and determines that the revocation is categorically exempt from the requirements of the California Environmental Quality Act, as amended, and the Guidelines promulgated thereunder, pursuant to Section 15321 of the State CEQA Guidelines.

SECTION 6. This decision of the City Council is final and binding upon approval of this Resolution. A copy of this certified Resolution will be transmitted to the interested parties by first class mail. Interested parties may seek judicial review of this decision. Pursuant to Code of Civil Procedure Section 1094.6, any petition to the court must be filed no later than the 90th day from the date on which this decision became final.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

PASSED APPROVED, and ADOPTED by the City Council of the City of Coachella, California, at a regular meeting held on this 27th day of January, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven A. Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I, Angela M. Zepeda, hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2020-30, duly passed and adopted by the City Council of the City of Coachella, California, at a regular meeting held this 27th day of January 2021.

Angela M. Zepeda
City Clerk



CITY OF COACHELLA
DEVELOPMENT SERVICES DEPARTMENT
REQUEST FOR APPEAL

Date: 4/16/20

APPLICATION INFORMATION:

Project Address: 84-161 Avenue 48, Coachella, CA 92236
Case Type (CUP, TTM, etc) and Number: CUP No. 312
Hearing/Decision Date: 4/15/20 Appeal Deadline: 4/30/20

APPELLANT INFORMATION:

Appellant: The Coachella Lighthouse
Appellant Address: 84-161 Avenue 48, Coachella CA 92236

Appellant Phone: (310) 229-0326 Appellant Fax: (310) 229-9901
Appellant e-mail: jferguson@venable.com

Applicant (If Different): _____

I hereby appeal the decision of the:

- Planning Director Planning Commission

REASON FOR APPEAL:

The decision maker failed to comply with the provisions of the Zoning Code, General Plan or other applicable plans in the following manner (use additional sheets if necessary):
(see Attachment A - Reason for Appeal)

Office Use Only: _____

Date Received: _____ Appeal Fees: _____

Received by: _____

ATTACHMENTA – REASON FOR APPEAL

At its April 15, 2020 hearing the Planning Commission voted to revoke CUP No. 312 and functionally rescind the approvals for The Coachella Lighthouse (“The Lighthouse”) to operate at its location at 84-161 Avenue 48, Coachella CA 92236. This decision was not in compliance with the City of Coachella’s Zoning Code or General Plan, as well as an error and abuse of discretion on the part of the Planning Commission.

The Planning Commission’s decision, at its core, was to shutter an essential business during a global pandemic, to deprive the City of one of its largest revenue sources in the midst of an economic crisis, and to vote to put 30 employees, most of whom are Coachella residents, out of their jobs. This decision was made in open acknowledgement of ongoing negotiations with the City Council to resolve these outstanding issues. The City Council should vote to overturn the Planning Commission’s decision and to allow CUP No. 312 to remain active.

Throughout its history, The Lighthouse has been a model commercial cannabis business, providing critical services to the community and substantial tax revenue to the City. As you are surely aware, Governor Newsom has declared commercial cannabis businesses “essential” during the state-wide COVID-19 stay-at-home order, emphasizing that access to legal, regulated and safe cannabis is vital, especially for Californians who utilize cannabis for medical purposes.

This makes the timing of the Planning Commission’s revocation hearing unfortunate to say the least. In reality, the Planning Commission and staff have chosen the midst of a global health and economic crisis to demand compliance with elements of CUP No. 312 The Lighthouse is already working to accomplish. For the avoidance of doubt, The Lighthouse has every intention of complying with the conditions of its CUP. However, threatening the closure of an essential business during a global pandemic does not serve the best interests of the City or the community served by The Lighthouse. Any cessation of business would leave The Lighthouse’s loyal customers without access to cannabis during a period of widespread illness and growing mental health concerns based on the stresses imposed by self-isolation. This would by no means serve the public good, and in fact could result in direct harm to the citizens of the City and to the community as a whole.

Beyond that, shuttering one of the City’s highest taxpayers during an economic recession that already rivals the Great Depression cannot possibly be in the best interests of the City. The Lighthouse provides substantial tax revenue to the City which would be lost if the threatened revocation were to move forward, and at a time when the City should be welcoming what tax revenue it still receives during this period of social distancing in order to provide its citizens with essential services.

The Lighthouse is a thriving member of the City’s business community in a time of great economic uncertainty and a boon to the community in a period of widespread illness and social unease. ***At minimum, we request that the City Council delay any revocation proceedings under CUP No. 312 until 21 calendar days from the date the Governor’s stay-at-home order has been lifted and businesses have been allowed to resume full operation.*** We believe it would be a

grave error for the City to attempt to shutter an essential business during a global pandemic, and that such an extension is eminently reasonable under current circumstances.

However, The Lighthouse views itself as a committed partner to the City in good times as well as bad, and will make every effort to comply with the corrective actions demanded by Staff as soon as is practicable given current circumstances. We have assessed your requested corrective actions and have developed a plan to bring all operations into compliance with the CUP as quickly as possible, and to work with the City in the short- and medium-term to ensure we are communicating transparently and complying to the fullest extent possible during the stay-at-home order. We will address each of the purported violations in turn, laying out our proposed compliance and the errors the Planning Commission has made in revoking CUP No. 312.

Complete the first phase of the Glenroy Resort Hotel and open for business

Conditioning the existence of an essential business on the operations of a resort hotel which could not legally be in business at the moment under the best of circumstances is an abuse of the City's discretion. Opening the Glenroy Resort Hotel at present is not only literally impossible, but would violate the current stay-at-home order, not to mention creating an entirely avoidable public health risk. The Glenroy Resort Hotel will not be a party to the spread of COVID-19, and the City's demand for the hotel to open during a global pandemic and while the state of California is practicing severe social distancing is frankly preposterous.

This request is shocking under current circumstances, and displays a complete disregard for the reality of this pandemic and the pervasive public safety risks posed by undertaking massive construction and *opening a resort hotel during the spread of a highly infectious disease*. Even if the Glenroy Resort Hotel could legally be opened within the City's timeline, my clients would refuse to do so out of basic concern for public safety. CUP No. 312 should not be revoked based on the City's desire for an operational resort at a time when no resort in California is open and operational.

That being said, progress is being made as quickly as possible to open the Glenroy Resort Hotel in a manner compliant with California's stay-at-home guidelines and on a timeline that will avoid opening while doing so would cause a massive public health risk. Ownership of the hotel is aiming to have its new loan closed by the end of June. Provided that occurs, ownership hopes to get back to work on construction in August, with an eye towards opening Phase I of the hotel in early 2021, provided government regulations and guidelines deem it safe to do so.

In recognition of the City's lost transient occupancy tax ("TOT") revenue due to the delayed opening of the Glenroy Resort Hotel, and as a partner to the City in these difficult times, ownership of the Glenroy Resort Hotel has already made an offer to pay some of the TOT the City would be receiving were the resort open and operating at this time. As you are aware, the ownership has proposed a payment of \$300,000 over the next 12 months, and ongoing payments pas that point until Phase I of the Glenroy Resort Hotel is open and operating.

This is \$300,000 of revenue the City will not receive should the City Council uphold the revocation. This is also a proposal that involves the Glenroy Resort Hotel paying the City TOT in a time where the City is unlikely to receive TOT from any other establishment due to the stay-

at-home order. The hotel industry is shuttered nationwide for an indefinite period, and it is impossible to say at present when revenues will return. Even if hotels were permitted to reopen tomorrow, it is highly unlikely they would have any customers to serve, given the current travel restrictions.

Were the Glenroy Resort Hotel open and operating, its doors would currently be closed under Governor Newsom's stay-at-home order, and it would currently be paying no TOT to the City based on the complete lack of occupancy it would be seeing during this period. The City is asking Glenroy Resort Hotel to do the impossible during trying times, and we believe the above proposal is more than generous in present circumstances. When most businesses are shuttering their doors, furloughing or laying off employees, and asking for rent reductions or government assistance, the Glenroy Resort Hotel is offering to pay the City hundreds of thousands of dollars in money it would not be receiving right now if the hotel were open and operating.

Perimeter Landscaping and Fencing Improvements

The City alleges a violation of CUP Condition of Approval 2(b) because the front portion of the business currently has no fencing, and has also alleged issues with the landscaping. The required perimeter landscaping and fencing improvements for The Lighthouse have been completed in full compliance with CUP Condition of Approval 2(b). This landscaping and fencing improvement was conducted within 60 days of the effective date of the CUP, pursuant to the instructions of the City.

The only possible issue here is fencing along the front of the property and at the parking lot, neither of which are feasible before the planned work on Avenue 48 is completed. If the City mandates compliance with Condition of Approval 2(b) in a manner that impedes access to the dispensary during this planned improvement work, The Lighthouse asks that this compliance be postponed until such work is complete and fencing can be installed without impeding patient access.

Despite the current stay-at-home order, The Lighthouse is confident it can complete any required corrective action. In either case, The Lighthouse believes it is currently in compliance here and that the Planning Commission erred in finding The Lighthouse in violation of Condition of Approval 2(b). The Lighthouse and will work to achieve any corrective action mandated by the City as soon as is practicable under present circumstances.

Glazing of the Façade on The Coachella Lighthouse

As Staff made clear at the Planning Commission hearing, the original glazing of the façade required pursuant to Conditions of Approval Nos. 2(c) and 5 no longer reflects reality at The Lighthouse, given that most of the façade is currently not glass. We believe the Planning Commission erred in finding a violation here, but we would welcome Staff review and have no doubt The Lighthouse will be found in full compliance at that time.

Obtain Planning Commission Approval of a Sign Program for the Glenroy Resort Hotel

Condition of Approval No. 6 provides that “a comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission *prior to the issuance of any sign permits for the retail cannabis microbusiness*. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary ‘logo sign’ placed on the front façade” (Emphasis added). Given that The Lighthouse has not sought any sign permits to date, no violation of Condition of Approval No. 6 has occurred, the Planning Commission made a clear error in determining a violation of CUP No. 312 had occurred on these grounds.

Further, requiring the Glenroy Resort Hotel to apply for approval of a comprehensive sign program prior to completing construction is absurd, given that any sign program currently approved by the City would almost certainly need to be amended or entirely re-approved when construction is complete and the Glenroy Resort Hotel can reasonably prepare a comprehensive sign program application that will match with its proposed operations. We reiterate that this request is improper at this time and that the City should not force Glenroy Resort Hotel to prematurely adopt a sign program in order to be deemed compliant with a Condition of Approval it has not violated.

However, should the City Council decline to deem The Lighthouse in compliance with Condition of Approval No. 6, we request that the City immediately provide dates for a proposed Planning Commission hearing to approve a comprehensive sign program. If forced to do so, The Lighthouse and the Glenroy Resort Hotel are prepared to submit an application for a comprehensive sign program and to go forward with a Planning Commission hearing in order to avoid unnecessary and inappropriate formal enforcement measures.

Install a conforming trash enclosure within 250 feet of The Coachella Lighthouse

The Lighthouse is acting at present to ensure a conforming trash enclosure is installed at the site, as required by Condition of Approval No. 14. We would welcome your review once installation is complete and have no doubt The Lighthouse will be found in full compliance at that time.

Install a minimum of five bicycle racks in front of The Coachella Lighthouse

The Lighthouse is moving at present to install five bicycle racks as required by Condition of Approval No. 15. We would again welcome your review once installation is complete and have no doubt The Lighthouse will be found in full compliance at that time.

Conclusion

The Lighthouse remains committed to being a partner to the City during the ongoing COVID-19 crisis and is firmly committed to resolving all outstanding issues amicably. We reiterate our request that the City delay any revocation proceedings until 21 calendar days after the present stay-at-home order has been lifted and businesses are permitted to resume regular operations. These are difficult time for all businesses, and The Lighthouse provides an essential

service to the community and much needed tax revenue to the City at a moment when both are in high demand.

Should the City decline to grant this request for an extension of time to comply with the Conditions of Approval under the CUP, we request that the City respond in writing to the proposed corrective actions and confirm that the City will deem The Lighthouse in compliance if the above-referenced actions are taken in a timely fashion given the present circumstances. The Lighthouse believes this proposal is imminently reasonable given the current situation, and proffers this as a good faith effort at resolving these issues and continuing a business relationship that has been mutually beneficial to date.

It would be a grave error to shutter an essential business during the COVID-19 outbreak, and a disservice to members of the community who rely on The Lighthouse to meet their medical needs during a period when social distancing makes other forms of treatment difficult to obtain without creating additional health risks. Revoking the CUP would also deprive the City of substantial tax revenue at a time of great economic uncertainty, which would in all likelihood reduce the ability of the City to respond with agility to the ever-changing needs of its citizens during this ongoing crisis. Beginning revocation proceedings during this crisis would not simply be bad politics, but would result in a loss of a reliable revenue source for the City during times of great financial uncertainty. It would also be a disservice to the most vulnerable populations within the community, all in the name of enforcing compliance with the CUP in a period where full compliance based on the City's current corrective actions is per se impossible.

We respectfully request that the City Council overturn the Planning Commission's revocation of CUP No. 312 and allow The Lighthouse to continue its essential services to the desert community.



STAFF REPORT
1/27/2021

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Coachella Travel Center Project

SPECIFICS:

- a) Environmental Assessment (EA 18-05) adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the development of the Coachella Travel Centre project.
- b) Ordinance No. 1148 approving Change of Zone (CZ 18-11) from A-R (Agricultural Reserve) to C-G (General Commercial).
- c) Conditional Use Permits (CUP 310 and 311) for drive-thru restaurant, car wash and truck wash facilities.
- d) Variance (VAR 18-09) to allow a four-story hotel building in excess of 50 feet in height, in the C-G (General Commercial) zone.
- e) Architectural Review (AR 18-09) to allow a new 3,800 sq. ft. convenience store with service station, 1,200 sq. ft. drive-thru restaurant, 5,555 sq. ft. restaurant, 2,677 sq. ft. car wash tunnel, 4,754 sq. ft. truck washing facility, and 11, 259 sq. ft. 4-story hotel with related infrastructure on 14.1 acres of vacant land located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway

STAFF RECOMMENDATION:

Staff recommends that the City Council open the public hearing and continue this item indefinitely.

BACKGROUND:

This item was continued from the November 18, 2020, May 13, 2020, July 8, 2020, July 22, 2020 and September 9, 2020 City Council meeting dates due to numerous issues previously identified by City Council and staff that had yet to be addressed before the City Council could make an informed decision about the proposed development project. Additionally, the City has been in discussions with the City Attorney's office about the future roadway infrastructure project. It was noted by the City Attorney in late July 2020 that a land appraisal had been ordered and that negotiations for a land purchase were to commence.

SUMMARY AND CONCLUSIONS:

The City Council and City staff previously raised traffic concerns with the project, as a result of the following issues:

- 1) Inadequacy of the traffic analysis discussed in the CEQA Initial Study/Mitigated Negative Declaration document in light of existing substandard conditions at the intersection of Avenue 50 and Tyler Street, near the project entry and the need for a traffic impact analysis to be prepared by a licensed traffic engineer.
- 2) Seasonal flooding issues that result in closure of Avenue 50 at the Whitewater Channel immediately adjacent to the main entrance into the property and the proposed project.
- 3) Concern regarding the Cal Trans Bridge Inspection Report for the Dillon Road Bridge requiring posting weight restriction limits signs for truckers to use alternate routes.
- 4) City Engineer concerns for public sewer and water improvements conceptual-level engineering plans and analyses to be submitted for review prior to final decision actions for the project.

The applicants are in favor of continuing this public hearing but have indicated that they disagree with the above issues as a reason to delay the project, stating only that they believe the City will acquire their property for street right-of-way purposes, and they are waiting for the City of Coachella to make an offer to purchase the subject property for the Avenue 50 / 86 Expressway Interchange project. As such, the developer has not met with the City Engineer to further discuss the scoping for a traffic study and for concept-level utility plans for the project.

Based on the applicant's unwillingness to meet with the City Engineer to scope out a revised traffic study, and the applicant's unwillingness to provide for concept-level utility plans for the project, staff recommends that this item be continued indefinitely until such time as the applicant is ready to address the City Council's concerns. A new notice of public hearing will be required when this project is scheduled for re-consideration by the City Council.