



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

# 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

**April 28, 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.

If you would like to attend the meeting via Zoom, here is the link:

<https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09>

Passcode: 606140

Or iPhone one-tap : 16699006833,,88457271898#,,, \*606140#

- 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](mailto: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.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at [www.coachella.org](http://www.coachella.org), and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.
- **Spanish:** El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla.

**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. PUBLIC EMPLOYEE APPOINTMENT  
Title: City Manager
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Western Growers Association, et al. v. City of Coachella, et al.  
Riverside County Superior Court, Case No. CVPS2101162
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)  
One (1) potential case
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)  
One (1) potential case

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

**PLEDGE OF ALLEGIANCE:**

**CLOSED SESSION ANNOUNCEMENTS:**

**APPROVAL OF MINUTES:**

5. Special Meeting Minutes of April 8, 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.
6. Regular Meeting Minutes of April 14, 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:**

7. Presentation on Coronavirus (COVID-19) Response Efforts
8. Summer Internship Program

**WRITTEN COMMUNICATIONS:**

**CONSENT CALENDAR:**

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

9. Voucher Listing — EFT's/Manual Checks/Permit Refunds/FY 2020-21 Expenditures as of April 28, 2021, \$2,797,673.87.

- [10.](#) Ordinance No. 1176 Amending Sections 16.12.110 and 17.70.050 of the Municipal Code Regarding Notices of Public Hearing Related to Tentative Subdivision Maps and the Processing of Applications on Planning and Zoning Matters. City – Initiated. *(Second Reading)*
- [11.](#) Ordinance No. 1179 Amending Section 16.12.110, Subsection B, of the Coachella Municipal Code to Require that Subdividers Post On-Site Notices of Public Hearing and to Provide Uniform Posting Standards. City-Initiated. *(Second Reading)*
- [12.](#) Resolution No. 2021-18, Approving the Preliminary Engineer’s Report for Levy of Annual Assessments for Fiscal Year 2021/2022 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38 Resolution No. 2021-18 and Setting a time and place for the Public hearing to Levy and Collect Assessments for Fiscal year 2021/2022.
- [13.](#) Resolution No. 2021-30, Authorizing Examination of Sales or Transactions and Use Tax Records
- [14.](#) Quarterly Reports
- [15.](#) Maintenance of Effort Certification Statements Fiscal Year 2021/2022, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding
- [16.](#) Investment Report – February 2021
- [17.](#) Approve a Community Based Grant to Angel View in the Amount of \$1,000.00 to Support its Outreach Program for Children
- [18.](#) Approve a Community Based Grant to the American Outreach Foundation in the Amount of \$1,000.00 to Help Pay for Electric Wheelchairs for Veterans and Other Low-Income Persons in Coachella
- [19.](#) Memorandum of Understanding (MOU) among the Coachella Valley Regional Water Management Group (CVRWMG) for the implementation of the CV Water Counts Regional Conservation Program funded through the Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant from Department of Water Resources (DWR) – Grant Agreement No. 4600013805

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

- [20.](#) Seeking Direction on the Advertisement of Open Commission/Committee Seats
- [21.](#) Authorize award of purchase to Quick Crete Products Corp. for City Hall fountain bowl replacement, for \$21,697.80 and authorize appropriation of \$21,697.80 from undesignated general fund reserves for this purchase.

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

- [22.](#) Coachella Canna Club Project
  - a) Resolution No. 2021-24 approving Conditional Use Permit No. 330 that proposes to establish a 7170 square foot retail cannabis business and consumption lounge within the existing building located at 46156 Dillon Road; and Conditional Use Permit No. 331 that proposes to modify the interior of the

existing building to create a commercial kitchen, and take-out window with indoor and outdoor seating (Chick Next Door) located at 46156 Dillon Road

- b) Ordinance No. 1178 approving Change of Zone No. 20-04 that proposes to add the Retail Cannabis Overlay zone (R-C) to the existing C-G (General Commercial) Zone on the project site.

23. Resolution No. 2021-27, Purchase and Sale Agreement – Sale of City Surplus Land to D.R. Horton Los Angeles Holding Company, Inc. located at the southeast corner of Avenue 50 and Calhoun Street, for a contract amount of \$3,870,000.00.

**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](http://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](http://www.coachella.org)

# MINUTES

CITY COUNCIL SPECIAL 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

**April 08, 2021**  
4:00 PM

**CALL TO ORDER:**

The Special Meeting of the City Council of the City of Coachella was called to order at 4:03 p.m. by Mayor Hernandez.

**ROLL CALL:**

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

Absent: Councilmember Beaman Jacinto, City Treasurer Aviles and City Clerk Zepeda.

**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:**

There were no modifications to the agenda.

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

1. Resolution No. 2021-25, to Authorize Staff to Submit Capital Improvement Project ST-069 for Community Project Funding, Fiscal Year 2022 for Federal Earmark Funding

Motion: To approve per staff recommendation

Made by: Councilmember Delgado


Seconded by: Mayor Pro Tem Gonzalez

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

**ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 4:25 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk



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# MINUTES

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

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

**April 14, 2021**

5:00 PM Closed Session

6:00 PM Regular Meeting

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

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:04 p.m. by Mayor Hernandez.

### **ROLL CALL:**

Present: Councilmember Delgado (*Arrived at 5:10 p.m.*), Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

City Treasurer Aviles, City Clerk Zepeda.

Absent: Councilmember Beaman Jacinto.

It was announced that Council Member Beaman Jacinto would be absent, and Councilmember Delgado would be a few minutes late.

**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:**

There were no modifications to the agenda.

Motion: To approve the agenda as presented.

Made by: Mayor Pro Tem Gonzalez

Seconded by: Councilmember Galarza

Approved: 3-0, by a unanimous voice vote

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

None.

**ADJOURN TO CLOSED SESSION:**

Council adjourned into Closed Session at 5:07 p.m.

*(Councilmember Delgado arrived at 5:10 p.m. during Closed Session.)*

1. PUBLIC EMPLOYEE APPOINTMENT  
Title: City Manager
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Western Growers Association, et al. v. City of Coachella, et al.  
Riverside County Superior Court, Case No. CVPS2101162
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)  
One (1) potential case

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

The City Council reconvened into open session at 6:00 p.m.

**PLEDGE OF ALLEGIANCE:**

City Manager Pattison led the Pledge of Allegiance.

**CLOSED SESSION ANNOUNCEMENTS:**

City Attorney Campos stated that direction was given in Closed Session, but no reportable action was taken.

**APPROVAL OF MINUTES:**

4. Regular Meeting Minutes of March 24, 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.
5. Special Meeting Minutes of March 27, 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.

Motion: To approve the minutes as presented.  
Made by: Councilmember Delgado  
Seconded by: Councilmember Galarza  
Approved: 4-0, by a unanimous voice vote



**PROCLAMATIONS/PRESENTATIONS:**

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

**WRITTEN COMMUNICATIONS:**

Written communication was received regarding Item 12, and will be announced when that item comes up for discussion.

**CONSENT CALENDAR:**

- 7. Voucher Listing — EFT's/Utility Billing Refunds/FY 2020-21 Expenditures as of April 14, 2021, \$993,598.28.
- 8. Authorize the City Manager to execute Grapefruit Blvd Urban Greening and Connectivity Project Change Order #10, City Project ST-123.
- 9. Adopt Resolution No. 2021-28 receiving and filing 2020 AB 1600 Report pursuant to Government Code Sections 66000-66008 relating to the Development Impact Fees Annual Report for the fiscal year ended June 30, 2020.
- 10. Authorize a Community Based Grant to the Riverside County Fire Explorers (Coachella Post) in the Amount of \$1,000 to Assist with Training Program Costs

Motion: To approve per staff recommendation, Consent Calendar Items 7 through 10

Made by: Councilmember Delgado  
 Seconded by: Mayor Hernandez  
 Approved: 4-0, by a unanimous voice vote

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

- 11. Ordinance No. 1179 Amending Section 16.12.110, Subsection B, of the Coachella Municipal Code to Require that Subdividers Post On-Site Notices of Public Hearing and to Provide Uniform Posting Standards. City-Initiated. *(First Reading)*

Motion: To approve per staff recommendation

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

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

12. Ordinance No.1180 Amending Coachella Municipal Code Chapter 4.46 Regarding the Public Arts Fee, Fund and Program (*First Reading*)

Written Communication: Marnie L Navarro, Raices Cultura, via email 4/14/2021 3:01 PM – Opposed

Motion: To approve continue to April 28, 2021

Made by: Mayor Hernandez

Seconded by: Councilmember Delgado

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

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

13. Resolution No. 2021-26, Denouncing Violent Crimes Against Asians, Asian Americans, and Pacific Islanders Across the Country

Motion: To approve per staff recommendation

Made by: Councilmember Delgado

Seconded by: Mayor Pro Tem Gonzalez

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

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

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

14. Ordinance No. 1176 Amending Sections 16.12.110 and 17.70.050 of the Municipal Code Regarding Notices of Public Hearing Related to Tentative Subdivision Maps and the Processing of Applications on Planning and Zoning Matters. City – Initiated. (*First Reading*)

Mayor Hernandez opened the Public Hearing for Item 14 at 6:17 p.m.

Public Comment: None

Mayor Hernandez closed the Public Hearing for Item 14 at 6:18 p.m.

(Continued)

*(Item 14, Ordinance No. 1176 – continued from previous page)*

Motion: To approve per staff recommendation, and to read title only and pass to second reading.

Made by: Mayor Pro Tem Gonzalez  
Seconded by: Councilmember Delgado  
Approved: 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

15. Coachella Canna Club Project

- a) Resolution No. 2021-24 approving Conditional Use Permit No. 330 that proposes to establish a 7170 square foot retail cannabis business and consumption lounge within the existing building located at 46156 Dillon Road; and Conditional Use Permit No. 331 that proposes to modify the interior of the existing building to create a commercial kitchen and take-out window with outside seating (Chick Next Door) located at 46156 Dillon Road; and
- b) Ordinance No. 1178 approving Change of Zone No. 20-04 that proposes to add the Retail Cannabis Overlay zone (R-C) to the existing C-G (General Commercial) Zone on the project site.

Mayor Hernandez re-opened the Public Hearing for Item 15 at 6:19 p.m.

Public Comment: None.

Motion: To continue item to April 28, 2021

Made by: Councilmember Delgado  
Seconded by: Mayor Pro Tem Gonzalez  
Approved: 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

16. 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.

Mayor Hernandez re-opened the Public Hearing for Item 16 at 6:20 p.m.

*(Continued)*

*(Item 16, Revocation of Conditional Use Permit 312 – continued from previous page)*

Public Comment: None.

Motion: To continue item to May 12, 2021

Made by: Councilmember Delgado

Seconded by: Mayor Hernandez

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

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

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

- a) Erick Lemus *(via Zoom)*
- b) Luz Moncada, Coachella Valley Mosquito & Vector Control District *(via Zoom)*

**REPORTS AND REQUESTS:**

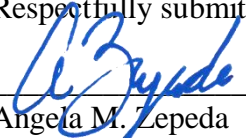
Council Comments/Report of Miscellaneous Committees.

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 6:42 p.m. in the memory of former City of Coachella employee Monica Diaz, who passed away this morning.

Respectfully submitted,

  
\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

apChkLst  
04/13/2021 4:11:35PM

Check List  
City of Coachella

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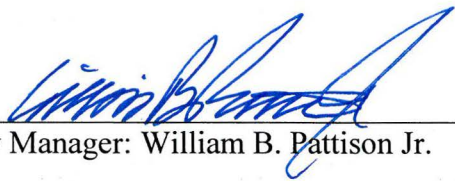
Bank : wfb WELLS FARGO BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
110498	4/14/2021	54134	HERNANDEZ, SERGIO	Ref000217910	4/8/2021	BUILDING PERMIT REFUND	226.80	226.80
<b>Sub total for WELLS FARGO BANK:</b>							226.80	


1 checks in this report.

Grand Total All Checks: 226.80

Date: April 14, 2021



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



\_\_\_\_\_  
Finance Director: Nathan Statham

apChkLst  
04/20/2021 12:52:58PM

Check List  
City of Coachella

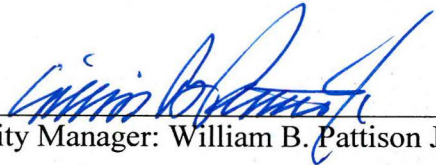
Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
176	3/30/2021	48066 US BANK	Sta 2/25/21	2/25/2021	ACC XXXX-XXXX-XXXX-0925,	10,091.98	10,091.98
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							10,091.98

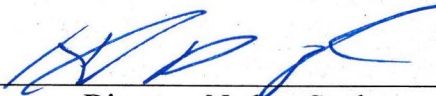
1 checks in this report.

Grand Total All Checks: 10,091.98

Date: March 30, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham



apChkLst  
04/20/2021 10:47:06AM

Check List  
City of Coachella

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Bank : wfb WELLS FARGO BANK

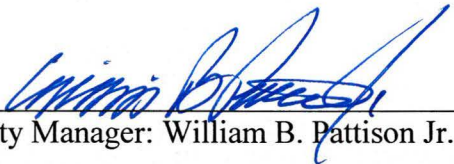
<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
110592	4/20/2021	54136	ORDONEZ MANAGEMENT CO	3/29/2021	Refund REFUND FOR CUP 299 & 300	1,125.00	1,125.00
110593	4/20/2021	35430	SOUTH COAST A.Q.M.D.	1/20/2021	3708198-2 ID 148143, F82365, >500HP GI	421.02	421.02
<b>Sub total for WELLS FARGO BANK:</b>							<b>1,546.02</b>

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2 checks in this report.

Grand Total All Checks: 1,546.02

Date: April 20, 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	
163	4/28/2021	45929	BECK OIL, INC.	42889CL	3/15/2021	PE3/15 VEHICLE MAINT DEPT	488.88	
				42855CL	3/15/2021	PE3/15 BLDG/PLANNING DEP	161.96	
				42890CL	3/15/2021	PE3/15 SENIOR CNTR FUEL	86.96	
				42860CL	3/15/2021	PE3/15 STREETS DEPT FUEL	1,526.33	
				42865CL	3/15/2021	PE3/15 PARKS DEPT FUEL	739.07	
				42854CL	3/15/2021	PE3/15 ENG DEPT FUEL	122.11	
				42862CL	3/15/2021	PE3/15 WATER DEPT FUEL	727.97	
				42910CL	3/15/2021	PE3/15 SANITARY DEPT FUEL	754.07	
				42951CL	3/15/2021	PE3/15 GRAFFITI DEPT FUEL	414.60	
				42917CL	3/15/2021	PE3/15 BLDG MAINT DEPT FL	182.81	
				42918CL	3/15/2021	PE3/15 ADMIN DEPT FUEL	70.33	
				42898CL	3/15/2021	PE3/15 CODE ENF DEPT FUE	493.53	
164	4/28/2021	46730	CALPERS	1000000163872	4/6/2021	2021 REPLACEMENT BENEFI	566.04	5,768.62
165	4/28/2021	02152	ENVIRONMENTAL RESOURCE	964732	3/18/2021	TOTAL RESIDUAL CHLORINE	1,314.60	566.04
166	4/28/2021	51892	HERC RENTALS, INC.	31883728-003	3/30/2021	3/14-29 BOOM STRAIGHT RN	4,038.60	1,314.60
167	4/28/2021	44160	LEWIS BRISBOIS BISGAARD	2947837	4/16/2021	PE3/31, #41691-2, MORALES '	796.50	4,038.60
168	4/28/2021	24600	LOPES HARDWARE	009675	3/18/2021	PAINT, BUCKETS, GLOVES, B	377.97	796.50
				009731	3/8/2021	EXT CORD, HAND SLEDGE, F	463.54	
				009846	4/1/2021	EXT CORD	38.05	
				009749	3/8/2021	PADLOCKS, HOOK, CLIP, NO;	423.26	
				009847	4/1/2021	SCREWDRIVER, 25FT TAPE, I	39.62	
169	4/28/2021	53961	MCCALL'S METER SALES & SI	33309	11/9/2020	CERTIFIED FLOW TEST	60.32	1,342.44
170	4/28/2021	42187	MUFG UNION BANK, N.A.	1259484	3/21/2021	AC6712160600, COA RDA 201	5,640.00	60.32
171	4/28/2021	00101	MUNISERVICES/AVENU	INV06-011262	3/25/2021	CLEARVIEW/STARS 2020 SVC	300.00	5,640.00
172	4/28/2021	51869	REIGN INDUSTRIES INC.	RI 2103 CWA	3/4/2021	TRBLSHT/INSTLL'D TOSHIBA	1,120.00	300.00
				RI 2102 CWA	3/4/2021	TRBLSHT/REPAIR VFD @ WE	4,465.99	
173	4/28/2021	52123	SEDARU, INC.	301-001-07	3/15/2021	DC2020/21 SEDARU SBSCRIP	41,640.00	5,585.99
174	4/28/2021	48436	UNIVAR SOLUTIONS USA INC.	49053312	3/30/2021	SODIUM HYPOCHLORITE	6,076.52	41,640.00
175	4/28/2021	51697	WESTERN WATER WORKS SI	1401604-00	3/18/2021	SEWER END CAP & OD TAPE	17.72	6,076.52
				1401708-00	3/29/2021	ANGLE BALL MTR VLV, ETC	2,014.26	
<b>T FOR WELLS FARGO BANK -SEPARATE CHECK:</b>								<b>75,161.61</b>

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
110499	4/28/2021	02137	AGGREGATE PRODUCTS, INC50061	3/10/2021	AC-12.5MM (1/2") FINE	404.30		
			1002161	3/1/2021	2/24 STANDBY TIME	312.00		
			50052	3/9/2021	ACCM-9.5MM (3/8") STATE CC	4,351.37	5,067.67	
110500	4/28/2021	46835	AIR AND HOSE SOURCE, INC.415799	3/22/2021	WALL PVC TRANSFER HOSE.	57.20	57.20	
110501	4/28/2021	51894	ALPHA MEDIA LLC 527170-2	1/10/2021	12/14-1/10 AD SPOT: HOLIDAY	2,867.00	2,867.00	
110502	4/28/2021	52366	ALTA LANGUAGE SERVICES, IIS522837	3/31/2021	MAR SVCS: SPANISH LISTEN	55.00	55.00	
110503	4/28/2021	01436	AMERICAN FORENSIC NURSE74395	2/28/2021	FEB2021 BLOOD DRAWS+DR	280.00	280.00	
110504	4/28/2021	42837	ARAMARK UNIFORM SERVICE	MAR2021	3/31/2021	PE3/31 UNIFORMS, MATS & G	2,532.12	
			MAR2021 CC	3/31/2021	PE3/31 MATS & MOPS	344.84		
			MAR2021 SAN	3/31/2021	PE3/31 UNIFORMS, MATS & G	938.33	3,815.29	
110505	4/28/2021	54133	ARBOL MARKETING AND PRC106	3/17/2021	INSTALLATION OF 3-D WALL,	10,000.00		
			105	3/17/2021	INSTALLATION OF DESERT T	10,000.00	20,000.00	
110506	4/28/2021	42251	ARCOS, MARIA	Ck 4/28/21	1/28/2021	VOUCHER 74, 1/5-12/30	280.45	280.45
110507	4/28/2021	03650	BARBARA SINATRA CHILDREN	Mar 2021	4/2/2021	3/10+12 SVCS: LAW ENFORC	462.00	462.00
110508	4/28/2021	54140	BECERRIL, YESENIA	Edu Reimb	4/8/2021	FY20/21 EDUCATION REIMBU	5,000.00	5,000.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110509	4/28/2021	43462	BEST BEST & KRIEGER, LLP	900794	3/20/2021	PE2/28, #80237.00844, CHROI	1,504.30
				900795	3/20/2021	PE2/28, #80237.00851, GLEN I	2,631.90
				900796	3/20/2021	PE2/28, #80237.00858, COA V	169.80
				900797	3/20/2021	PE2/28, #80237.00857, RENEV	5,919.80
				900798	3/20/2021	PE2/28, #80237.00867, ADU O	849.00
				900799	3/20/2021	PE2/28, #80237.00868, TRAVE	2,730.30
				900800	3/20/2021	PE2/28, #80237.00869, AFFOF	1,103.70
				900801	3/20/2021	PE2/28, #80237.00870, COVID	8,200.70
				900802	3/20/2021	PE2/28, #80237.00872, SUCCE	679.20
				900803	3/20/2021	PE2/28, #80237.03004, AV50 F	4,110.70
				898663	2/25/2021	PE1/31, #80237.00868, TRAVE	2,634.70
				898664	2/25/2021	PE1/31, #80237.00869, AFFOF	3,424.30
				898665	2/25/2021	PE1/31, #80237.00870, COVID	7,454.76
				898666	2/25/2021	PE1/31, #80237.03004, AV50 F	4,361.60
				900804	3/20/2021	PE2/28, #80237, GENERAL RE	31,387.00
				900787	3/20/2021	PE2/28, #80237.00236, USA L/	1,726.50
				900788	3/20/2021	PE2/28, #80237.00445, DESEF	304.90
				900789	3/20/2021	PE2/28, #80237.00447, ADV. C	442.60
				900790	3/20/2021	PE2/28, #80237.00819, CODE	461.20
				900791	3/20/2021	PE2/28, #80237.00820, ENVIR	31.40
				900792	3/20/2021	PE2/28, #80237.00840, CANN/	2,262.40
				900793	3/20/2021	PE2/28, #80237.00842, COA S,	622.60
				898651	2/25/2021	PE1/31, #80237, GENERAL RE	31,387.00
				898652	2/25/2021	PE1/31, #80237.00236, USA L/	6,593.28
				898653	2/25/2021	PE1/31, #80237.00445, DESEF	574.70
				898654	2/25/2021	PE1/31, #80237.00447, ADV. C	1,574.60
				898655	2/25/2021	PE1/31, #80237.00802, WATEF	2,854.90
				898656	2/25/2021	PE1/31, #80237.00810, LABOF	820.70
				898657	2/25/2021	PE1/31, #80237.00820, ENVIR	220.00
				898658	2/25/2021	PE1/31, #80237.00840, CANN/	1,084.80
				898659	2/25/2021	PE1/31, #80237.00844, CHROI	3,079.05
				898660	2/25/2021	PE1/31, #80237.00851, GLEN I	537.70
				898661	2/25/2021	PE1/31, #80237.00857, RENEV	1,301.80
				898662	2/25/2021	PE1/31, #80237.00858, COA V	1,867.80
							134,909.69

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110510	4/28/2021	00836	BIO-TOX LABORATORIES	40932	3/15/2021	LAB SERVICES: 2/5	213.00
				40933	3/15/2021	LAB SERVICES: 2/5+19	461.00
				40984	3/15/2021	LAB SERVICE: 1/19	46.00
							720.00
110511	4/28/2021	49486	BRC CONSTRUCTION	20211158	4/7/2021	INSTLL'D HANDLES/COVERS	182.00
				20211159	4/7/2021	RMV'D PLAYGROUND ROCKE	150.00
				20211160	4/7/2021	TRBLSHT/RPR'D SIDEWALK I	678.00
				20211157	4/7/2021	RPR'D FENCE @ DIST 31	449.00
							1,459.00
110512	4/28/2021	43862	BRENNTAG PACIFIC, INC	BPI324422	3/5/2021	3/3 DRUM RETURN	-200.00
				BPI129348	3/17/2021	SODIUM HYPOCHLORITE	2,178.75
				BPI129349	3/17/2021	SODIUM HYPOCHLORITE	2,178.75
							4,157.50
110513	4/28/2021	44905	C.S. LEGACY CONSTRUCTION	3	4/2/2021	PE3/31 GRAPEFRUIT URBAN	389,448.80
110514	4/28/2021	46356	C.V. CONSERVATION COMMIS	Mar2021	4/12/2021	MAR2021 LDMF MULTI-SPECI	16,287.48
				Feb2021	4/11/2021	FEB2021 LDMF MULTI-SPECII	16,287.48
							32,574.96
110515	4/28/2021	52627	CALCPA	I-0001205917	3/18/2021	MY2021-AP2022 MBRSHR RN'	60.00
							60.00
110516	4/28/2021	44451	CALIFORNIA BUILDING OFFIC	13645	11/5/2020	WEBINAR- OVERVIEW OF CE	70.00
				13658	11/11/2020	WEBINAR- OVERVIEW OF CE	140.00
							210.00
110517	4/28/2021	53423	CBE OFFICE SOLUTIONS	IN2364096	3/20/2021	ACC #CC3502, COLOR COPIE	947.29
				IN2371809	4/5/2021	ACC #CC3502, COLOR COPIE	148.70
				IN2371808	4/5/2021	ACC #CC3502, COLOR COPIE	148.70
							1,244.69
110518	4/28/2021	02048	CDW GOVERNMENT, INC.	9982856	3/29/2021	LVO 300 FHD WEBCAM	76.86
				9260985	3/12/2021	DURACELL AAA BATTERY	72.12
				9589610	3/18/2021	TRIPP 3FT USB EXT CABLE, E	55.20
				9651004	3/19/2021	ADESSO USB PWRD STEREC	137.20
				9696897	3/22/2021	HP LASER JET PRO PRINTER	349.17
				9722545	3/23/2021	SAMSUNG 860 EVO 1TB SAT/	349.37
							1,039.92
110519	4/28/2021	02226	CITY OF COACHELLA	FY 20/21	4/5/2021	FY 20/21 JPA WTS DISTRIBU	460,000.00
110520	4/28/2021	07950	CITY OF COACHELLA	Feb 2021-LLD's	2/28/2021	FEB2021 WATER- LLD'S	11,884.17
				Jan 2021	1/31/2021	JAN2021 WATER- ST, PARKS,	23,455.10
				Jan 2021-LLD's	1/31/2021	JAN2021 WATER- LLD'S	12,108.13
				Feb 2021	2/28/2021	FEB2021 WATER- ST, PARKS,	28,396.21
							75,843.61
110521	4/28/2021	08330	CITY OF INDIO	FY 20/21	4/5/2021	FY 20/21 JPA WTS DISTRIBU	450,000.00
110522	4/28/2021	44725	CLEANSTREET	99821 CS	3/26/2021	3/19 SPECIAL SWEEP SVC	1,289.40

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110523	4/28/2021	53220	COACHELLA ACE HARDWARE1762/1	3/24/2021	CUTOFF WHEEL	14.12	
			1196/1	10/13/2020	STIHL SPECIAL ORDERS	69.85	
			1745/1	3/18/2021	SLEDGE 2 FACE #8 COLLINS,	51.09	
			1755/1	3/22/2021	LUBE LOCK EASE, HITCH PIN	26.69	
			1757/1	3/22/2021	PADLOCKS	586.93	
			1758/1	3/23/2021	PRIMER PVC PURPLE, ETC	32.01	
			1765/1	3/25/2021	IRRIGTN 4 PORT OUTLT, BUE	108.60	
			1767/1	3/26/2021	STIHL SPECIAL ORDERS	38.01	
			1772/1	3/28/2021	MESQUITE WOODCHIPS	1.07	
			1773/1	3/28/2021	MESQUITE WOODCHIPS	1.07	
			1777/1	3/30/2021	WALL SCRAPER 3", CONCRE	53.32	
			1801/1	4/6/2021	SAFETY GLSS IMPCT CLR, SC	100.34	
			1783/1	4/1/2021	AIRWICK OIL FRESHWTR, TR	75.40	
			1814/1	4/8/2021	E CLIPS, 3/8IN 8T RIM SPROC	178.98	1,337.48
110524	4/28/2021	09550	COACHELLA VALLEY COLLEC065485	2/28/2021	2013-2021 BAL DUE OF UB CC	1,162.27	1,162.27
110525	4/28/2021	44959	COMPUTER CONSULTANTS, I32612	4/3/2021	MAR2021 SVC CALLS	577.50	577.50
110526	4/28/2021	01924	CONSOLIDATED ELECTRICAL3298-1001585	3/17/2021	KNUCKLE FLOOD & 32W CLF	417.65	417.65
110527	4/28/2021	00749	COUNTY OF RIVERSIDE SH0000038701	4/7/2021	2/11-3/10 LAW ENFORCEMEN	743,771.54	743,771.54
110528	4/28/2021	11800	COUNTY OF RIVERSIDE AN0000002182	4/14/2021	MAR2021 ANL SHLTR+FIELD+	18,399.94	18,399.94
110529	4/28/2021	09650	CVAG Mar2021	4/12/2021	MAR2021 TUMF FEES	27,720.00	
			Feb2021	4/11/2021	FEB2021 TUMF FEES	27,720.00	
			CV 21127-21	3/29/2021	2ND QTR- FY20/21 (OT-DC) A	10,784.98	66,224.98
110530	4/28/2021	53473	CVCAN 01188	4/14/2021	2021 MBRSHR RNWL- GABRII	749.00	749.00
110531	4/28/2021	09950	CVWD Jan 2021	2/1/2021	CN 332543, JAN2021 WELL RI	25,344.00	25,344.00
110532	4/28/2021	02115	CWEA RH-4/30/21	3/23/2021	MBRSHR RNWL: R. HUERTA #	192.00	192.00
110533	4/28/2021	44036	DE LAGE LANDEN PUBLIC 71965509	3/27/2021	ACC #1338330, COLOR COPIE	216.41	216.41
110534	4/28/2021	54135	DEL VALLE INFORMADOR INC2021-16	2/16/2021	2/11 AD: COVID-19	500.00	500.00
110535	4/28/2021	12870	DEPARTMENT OF JUSTICE 490765	1/12/2021	DEC2020 BLOOD ALCOHOL A	245.00	
			505915	4/6/2021	MAR2021 BLOOD ALCOHOL A	175.00	420.00
110536	4/28/2021	53389	DESERT CONCEPTS CONSTF20063R	9/19/2020	9/19 EMRGNCY WTR LINE RF	9,050.00	
			20303	3/1/2021	3/1 EMRGNCY WTR LINE RPF	17,755.00	
			20304R	9/18/2020	9/18 EMRGNCY WTR LINE RF	6,500.00	33,305.00
110537	4/28/2021	53007	DESERT PROMOTIONAL & 77507	3/16/2021	NECK GAITERS & FACE MASI	6,622.88	6,622.88
110538	4/28/2021	51872	DESERT WATER AGENCY BD 3/16/21	3/16/2021	JAN-MAR CV WATER COUNT:	3,720.00	3,720.00
110539	4/28/2021	14860	E. K. WOOD LUMBER COMPAI495841	3/29/2021	2 H/H SHOAT RINGS	5.92	5.92

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110540	4/28/2021	54132	FLAT BLACK ART SUPPLY INC INV00466	2/26/2021	INSTALLATION OF ANGEL OF	10,000.00	10,000.00
110541	4/28/2021	51604	FRONTIER	BD 3/16/21	ACC 209-188-4039-091192-5, 3	168.00	
			3982369-MA21	3/25/2021	760/398-2369, 3/25/21	62.43	230.43
110542	4/28/2021	43672	FULTON DISTRIBUTING COMF531785	3/29/2021	NITRILE GLOVES	358.77	
			531791	3/29/2021	AQUAFINA WATER	151.60	
			532764	4/7/2021	AQUAFINA WATER	459.30	
			532216	4/1/2021	HAND SOAP & DISP PROLINE	152.40	1,122.07
110543	4/28/2021	53854	GRANITE TELECOMMUNICATI517533334	4/1/2021	AC 04418223, APR2021 SVCS	821.15	821.15
110544	4/28/2021	01864	HAAKER EQUIPMENT COMPAC69566	3/29/2021	PIRAHNA HOSE, PIRAHNA M/	2,301.15	2,301.15
110545	4/28/2021	00996	HOME DEPOT	9012013	SILVER BULLET HOSE, OUTD	346.15	
			3160198	3/30/2021	ALUMINUM PLACER, TAPE MI	237.26	583.41



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110546	4/28/2021	20450	IMPERIAL IRRIGATION DISTRI	MdJA-MdFB 2/17/2021	MID JANUARY-MID FEBRUAR	34,117.93	
			50705544-FB21	3/9/2021	AC50705544, 2/3-3/4, PERMIT	124.39	
			50705542-FB21	3/9/2021	AC50705542, 2/3-3/4, PERMIT	507.05	
			50527782-FB21	3/9/2021	AC50527782, 2/5-3/3	12.34	
			50404153-FB21	3/9/2021	AC50404153, 2/5-3/3	81.08	
			50516108-FB21	3/9/2021	AC50516108, 2/5-3/3	13.38	
			50404155-FB21	3/9/2021	AC50404155, 2/5-3/3	78.18	
			50404154-FB21	3/9/2021	AC50404154, 2/5-3/3	13.06	
			50416425-FB21	3/9/2021	AC50416425, 2/5-3/3	173.35	
			50035836-FB21	3/9/2021	AC50035836, 2/3-3/4, WELL #1	36.59	
			50487676-FB21	3/9/2021	AC50487676, 2/3-3/4, LIFT ST/	13.43	
			50035734-FB21	3/9/2021	AC50035734, 2/4-3/4, CVHS PI	65.57	
			50387122-FB21	3/10/2021	AC50387122, 2/3-3/4, SEWER	27,536.46	
			50459796-MA21	3/31/2021	AC50459796, 2/26-3/29	78.79	
			50459795-MA21	3/31/2021	AC50459795, 2/26-3/29	45.20	
			50434217-MA21	3/31/2021	AC50434217, 2/26-3/29	52.00	
			50459819-MA21	3/31/2021	AC50459819, 2/26-3/29	63.39	
			50408460-MA21	3/31/2021	AC50408460, 2/26-3/29, WELL	3,286.14	
			50035755-MA21	3/31/2021	AC50035755, 2/26-3/29, PUMP	51.14	
			50522793-MA21	3/31/2021	AC50522793, 2/26-3/29, SCAD	14.04	
			50035560-FB21	3/4/2021	AC50035560, 1/30-3/1, ST LIGI	19,091.62	
			50733502-FB21	3/9/2021	AC50733502, 2/5-3/3	27.39	
			50734422-FB21	3/9/2021	AC50734422, 2/5-3/3	45.50	
			50217597-FB21	3/9/2021	AC50217597, 2/3-3/4	41.81	
			50642002-FB21	3/9/2021	AC50642002, 2/3-3/4	115.44	
			50642141-FB21	3/9/2021	AC50642141, 2/3-3/4	36.36	85,721.63
110547	4/28/2021	45757	IMPERIAL IRRIGATION DISTRI	4029398 4/7/2021	RPLC 11HPS LIGHTS TO LED	9,882.03	9,882.03
110548	4/28/2021	45108	IMPERIAL SPRINKLER SUPPL	4499821-00 3/10/2021	FX GROUND LIGHT BRONZE	241.62	
			4563439-00	3/10/2021	DRIPNETA TECHLINE INSERT	11.25	252.87
110549	4/28/2021	47328	KONICA MINOLTA	37453494 3/26/2021	BIZHUB C454E, 1515 6TH ST,	212.07	
			37480544	3/31/2021	BIZHUB 501, UTILITIES DEPT.	163.44	375.51
110550	4/28/2021	44047	KONICA MINOLTA BUSINESS	9007595539 3/13/2021	BIZHUB C454E, 1515 6TH ST,	34.19	
			9007618582	3/22/2021	BIZHUB 282, FIRE DEPT, 2/23	15.70	49.89
110551	4/28/2021	45051	LAMAR OF PALM SPRINGS	112320473 3/22/2021	3/22-4/18 ADVERTISING: COV	1,200.00	1,200.00
110552	4/28/2021	52037	LILBURN CORPORATION	21-0426 4/1/2021	MAR2021 SVCS: KPC COACH	2,100.00	2,100.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110553	4/28/2021	50501	LIVESCAN MGMT GROUP, INC04012021COC	4/1/2021	PROTECT YOURSELF PARK S	2,675.25	2,675.25
110554	4/28/2021	02162	LOWE'S COMPANIES, INC. 65683	3/16/2021	AIRWICK LINEN OIL & AIR FIL	84.12	
			969381	2/7/2021	TRT GC BRWNTONE	-20.09	
			988113	2/4/2021	TRT GC BRWNTONE, 2 1/2IN	324.60	
			65164	4/6/2021	RADAR TILE 8CT	390.96	779.59
110555	4/28/2021	25900	MEREDITH & SIMPSON CONS210356	3/19/2021	INSTLL'D BATTERIES FOR UF	1,444.66	
			210333	3/15/2021	EMRGNCY REDUNDANCY MC	4,142.97	
			210335	3/15/2021	BATTERIES FOR UPS & PLC	2,104.66	7,692.29
110556	4/28/2021	49482	NAPA AUTO PARTS	3/18/2021	2T ALUM CARLYLE J	270.79	
			183677	3/22/2021	HI PWR II IND V-BELT, ETC	24.71	295.50
110557	4/28/2021	53853	NUNEZ, MARISOL	3/23/2021	TURF REMOVAL REBATE- PR	2,436.00	2,436.00
110558	4/28/2021	44714	NV5, INC.	3/25/2021	PE2/27 GRAPEFRUIT BLVD U	21,817.50	21,817.50
110559	4/28/2021	52757	OLLIN STRATEGIES	4/16/2021	APR2021 CONSULTING SVCS	5,000.00	5,000.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110560	4/28/2021	47192	O'REILLY AUTO PARTS	2855-315713	3/29/2021	BATTERY	234.27
				2855-316600	4/1/2021	CONNECTOR & TERMINAL KI	18.99
				2855-316660	4/1/2021	WIPER BLADE	43.28
				2855-175752	1/7/2020	HEAT HS ASSY	92.97
				2855-187930	2/19/2020	COMPRS OIL	17.39
				2855-187932	2/19/2020	COMPRS OIL	-17.39
				2855-193091	3/7/2020	6PK PAPER & 7OZ METAL PLS	23.89
				2855-200513	4/1/2020	FUEL PUMP ASY	-155.95
				2855-234603	7/16/2020	1.5OZ SILICON	-6.51
				2855-255632	9/18/2020	CORE CHARGE	19.58
				2855-280578	12/7/2020	WATER PUMP & BY-PASS AS	154.20
				2855-293587	1/20/2021	BATTERY	321.26
				2855-295858	1/27/2021	ABS MODULE	-500.59
				2855-296175	1/28/2021	BATTERY	113.05
				2855-296255	1/28/2021	BATTERY	-113.05
				2855-298587	2/4/2021	PLSTC FLR MT	-72.31
				2855-306644	3/2/2021	THERMOSTAT	-11.85
				2855-306682	3/2/2021	OIL FILTER	8.61
				2855-306685	3/2/2021	OIL FILTER	-8.61
				2855-313809	3/23/2021	DEE ZEE NER+FREIGHT	1,192.05
				2855-314211	3/25/2021	DISC PAD SET & OIL FILTER	40.39
				2855-281540	12/10/2020	FLOOR DRY	117.34
				2855-311287	3/16/2021	6PK PAPER	7.60
				2855-313274	3/22/2021	REC TUBE, VULCN CEMENT,	45.86
				2855-313852	3/23/2021	REC TUBE	-32.61
				2855-315982	3/30/2021	CALIPER	28.26
				2855-316692	4/1/2021	HD LITE CLEAN & CLEANER	20.64
				2855-318639	4/7/2021	CORE RETURN	-19.58
				2855-318651	4/7/2021	CORE RETURN	-19.58
				2855-284402	12/20/2020	CORE CHARGE	19.58
				2855-284403	12/20/2020	CORE CHARGE	29.36
				2855-289408	1/6/2021	IGNITION COIL	-106.56
				2855-292191	1/16/2021	PWR BRK BSTR & NEW MSTF	289.82
				2855-292190	1/16/2021	SEMI-MET PAD	31.15
				2855-293250	1/19/2021	ABS MODULE & CORE CHR	500.59
							2,305.54

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110561	4/28/2021	02028	PETE'S ROAD SERVICE, INC. 482211-00	3/15/2021	MOUNT/BALANCE NEW TIRE	158.04	158.04
110562	4/28/2021	01395	PJ'S DESERT TROPHIES & GII23747	3/26/2021	2X10" WOOD TONE NAME PL	44.86	44.86
110563	4/28/2021	46837	PRECISION BACKFLOW PBF161631	3/26/2021	BACKFLOW REPAIR @ DIST :	95.00	95.00
110564	4/28/2021	42759	PROPER SOLUTIONS, INC. 11838	4/9/2021	WE 4/9: S. LORENZANA	803.25	
			11804	3/26/2021	WE 3/26: S. LORENZANA	420.00	
			11820	4/2/2021	WE 4/2: S. LORENZANA	420.00	1,643.25
110565	4/28/2021	52344	QUADIENT FINANCE USA, INCCD 4/11/21	4/11/2021	MAR2021 POSTAGE BY PHON	1,085.28	1,085.28
110566	4/28/2021	53552	QUENCH USA, INC. INV03035237	4/1/2021	AC D347648, APR2021 RNTL,	32.63	
			INV03037264	4/1/2021	AC D347651, APR2021 RNTL,	32.63	65.26
110567	4/28/2021	52306	QUINN COMPANY PCK30000920	3/26/2021	14X.125X1-20MM S	264.70	264.70
110568	4/28/2021	52470	R & R TOWING 54191	2/21/2021	2/21 TOWING: 84572 SUNRISI	255.00	
			54264	3/4/2021	3/4 TOWING: 82999 MILLAY C	255.00	
			54354	2/27/2021	2/27 TOWING: AV53/TYLER T	755.00	1,265.00
110569	4/28/2021	42443	RDO EQUIPMENT CO. P5418445	3/30/2021	BOLT	26.36	26.36
110570	4/28/2021	53736	RG2 MANAGEMENT LLC 2582	3/22/2021	WE 3/21: R. VALENCIA	576.00	
			2587	3/31/2021	WE 3/28: R. VALENCIA	744.00	
			2590	4/6/2021	WE 4/4: R. VALENCIA	564.00	
			2592	4/6/2021	WE 3/28: S. GOMEZ	195.75	
			2586	3/31/2021	WE 3/28: CAMARGO+CABREF	681.75	
			2591	4/6/2021	WE 4/4: M. CABRERA	742.50	3,504.00
110571	4/28/2021	49692	RIVERSIDE COUNTY BUSINESS1307	4/14/2021	2021 CV BUSINESS CONF SP	1,000.00	1,000.00
110572	4/28/2021	45190	RUDY'S TERMITE & PEST COI1281386	3/24/2021	3/24 RMV'D BEES @ AVENIDA	250.00	
			1281388	3/24/2021	3/24 RMV'D BEES @ CALEND	250.00	500.00
110573	4/28/2021	47658	RUIZVA L. PEST CONTROL 107	3/29/2021	MAR2021 SVCS @ FIRE STAT	65.00	65.00
110574	4/28/2021	51849	SANTA ROSA DEL VALLE 32180	3/16/2021	FEB2021 SVCS: FELIX+GARC	60.00	
			32230	3/16/2021	FEB2021 SVCS: FELIX+GARC	200.00	260.00
110575	4/28/2021	54139	STANTON, SUSAN 3/26-28 Reimb	4/13/2021	3/26-28 TRVL EXPNS: CM CAI	737.88	737.88

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
110576	4/28/2021	52595	STAPLES BUSINESS CREDIT	7327392521-0-1	3/26/2021	COPY PAPER, AA BATTERY, I	296.37	
				7327392521-0-2	3/26/2021	CLEANER DSNFCT WIPES	36.06	
				7327676373-0-1	4/2/2021	ELECTRIC STAPLER, BPA FRI	578.28	
				7327676373-0-2	4/1/2021	EPSON INK CART BLK	99.18	
				7323701749-0-1	2/1/2021	SPLS REC COPY CS, THERM,	268.48	
				7325915782-0-1	3/3/2021	HP 80X HY BLACK TONER, E1	386.27	
				7326466270-0-1	3/11/2021	HP 61XL HY BLACK INK, ETC	163.84	
				7326466270-0-2	3/15/2021	MED DRAWERS ORGANIZER	141.35	
				7325880831-0-1	3/3/2021	TAMPER EVIDENT ENVELOPI	264.19	
				7326466270-0-3	3/11/2021	HP 61XL HY TRI-COLOR INK	90.70	
				7326813788-0-1	3/17/2021	SPLS REC COPY CS, PENTEL	235.86	
				7326472249-0-1	3/11/2021	HP 63 COLOR	29.85	
				7325736472-0-1	3/3/2021	HP 62 TRICOLOR INK CARTR	49.37	
				7326472249-0-2	3/11/2021	HP 63 BLACK INK CARTRIDGI	21.59	2,661.39
110577	4/28/2021	00102	SUNLINE TRANSIT AGENCY	INV04914	4/2/2021	MAR2021 CNG FUEL	937.20	937.20
110578	4/28/2021	52125	TAG/AMS, INC.	2790218	4/7/2021	MAR2021 DRUG TESTING	170.00	170.00
110579	4/28/2021	37600	THE DESERT SUN PUBLISHIN	0003764293	3/31/2021	MAR2021 PUBLISHED ADS	349.80	349.80
110580	4/28/2021	42289	TIME WARNER CABLE	0037022032821	3/28/2021	1515 6TH ST-AH, APR2021	2,221.21	2,221.21
110581	4/28/2021	50627	TOP SCALE, INC.	62643	3/20/2021	3/19 CALIBRATED/ADJUSTED	554.00	554.00
110582	4/28/2021	38250	TOPS N BARRICADES	1086960	3/16/2021	JACKET SOFT SHELL LIME W	85.37	85.37
110583	4/28/2021	50590	TOUCHTONE COMMUNICATIC	1220431	4/1/2021	AC 1100006871, APR2021	7.20	7.20
110584	4/28/2021	52204	TPX COMMUNICATIONS	141510031-0	3/16/2021	AC33325, 3/16-4/15	3,975.40	3,975.40
110585	4/28/2021	43751	USA BLUEBOOK	533679	3/16/2021	ORION REFILLABLE TRIODE,	978.68	
				536755	3/18/2021	PORCELAIN EVAPORATING C	109.91	
				536756	3/18/2021	VOLUMETRIC PIPET, ETC	250.68	1,339.27
110586	4/28/2021	53173	VERIZON CONNECT NWF, INC	(OSV0000023770	3/1/2021	FEB2021 GPS MONITORING S	1,262.82	1,262.82
110587	4/28/2021	44966	VERIZON WIRELESS	9876079522	3/22/2021	AC571164685-00001, 2/23-3/22	46.07	
				9874488751	3/1/2021	AC371867190-00001, 2/2-3/1	6,007.00	6,053.07
110588	4/28/2021	44775	VISTA PAINT CORPORATION	2021-937718-00	4/12/2021	PERMASHIELD PREM CLEAR	1,381.89	
				2021-895080-00	3/16/2021	STRAINER, NITRILE GLOVES	567.68	
				2021-895525-00	3/16/2021	NITRILE GLOVES & COVERS	392.43	
				2021-904037-00	3/22/2021	CAREFREE EGGSHELL HI-HII	87.00	
				2021-906208-00	3/23/2021	COVER	20.88	
				2021-908646-00	3/24/2021	COVERALL EXT FLAT WHITE	186.11	2,635.99

Bank : wfb WELLS FARGO BANK (Continued)

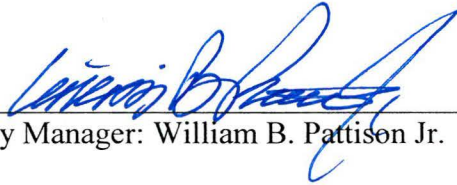
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110589	4/28/2021	49778	WEST COAST ARBORIST, INC171057	3/26/2021	PE3/26 TREE MAINT @ LLMD	8,958.00	
			171048	3/31/2021	PE3/31 TREE MAINT @ LLMD	513.00	
			171046	3/31/2021	PE3/31 TREE MAINT @ PARK:	2,037.50	
			170696	3/3/2021	PE3/3 TREE MAINT @ LLMD	240.00	
			170699	3/6/2021	PE3/6 TREE MAINT @ LLMD	240.00	
			170700	3/8/2021	PE3/8 TREE MAINT @ LLMD	340.00	
			170703	3/11/2021	PE3/11 TREE MAINT @ LLMD	800.00	
			170704	3/12/2021	PE3/12 TREE MAINT @ LLMD	360.00	
			170705-A	3/13/2021	PE3/13 TREE MAINT @ LLMD	460.00	
			170693	3/1/2021	PE3/1 TREE MAINT @ LLMD	100.00	
			170694	3/2/2021	PE3/2 TREE MAINT @ LLMD	120.00	
			170697	3/4/2021	PE3/4 TREE MAINT @ LLMD	150.00	
			170698	3/5/2021	PE3/5 TREE MAINT @ LLMD	1,000.00	
			170701	3/9/2021	PE3/9 TREE MAINT @ LLMD	180.00	
			170702	3/10/2021	PE3/10 TREE MAINT @ LLMD	1,060.00	
			170706	3/14/2021	PE3/14 TREE MAINT @ LLMD	392.00	
			170686	3/15/2021	PE3/15 TREE MAINT @ LLMD	500.00	
			170707	3/15/2021	PE3/15 TREE MAINT @ LLMD	1,040.00	18,490.50
110590	4/28/2021	00384	WILLDAN FINANCIAL SERVICE1010-47314	3/26/2021	APR-JUNE2021 ADMIN SVCS,	2,677.05	2,677.05
110591	4/28/2021	53596	XTREME HEATING AND AIR 2058	3/19/2021	SVC'D COMMERCIAL COOLEI	2,301.00	
			2059	3/19/2021	RPR'D EVAP. COOLERS @ CC	1,355.00	
			2060	3/19/2021	RE-SEAL EVAP. COOLERS @	1,406.00	5,062.00
<b>Sub total for WELLS FARGO BANK:</b>							<b>2,710,647.46</b>

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106 checks in this report.

Grand Total All Checks: 2,785,809.07

Date: April 28, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham



**STAFF REPORT**  
**4/28/2021**

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

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

**SUBJECT:** Ordinance No. 1176 Amending Sections 16.12.110 and 17.70.050 of the Municipal Code Regarding Notices of Public Hearing Related to Tentative Subdivision Maps and the Processing of Applications on Planning and Zoning Matters. City – Initiated. (2<sup>nd</sup> Reading)

**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve Ordinance No. 1176 to Amend Sections 16.12.110 and 17.70.050 of the Municipal Code Regarding Notices of Public Hearing Related to Tentative Subdivision Maps and the Processing of Applications on Planning and Zoning Matters.

**BACKGROUND:**

On April 15, 2021, the City Council approved first reading of the attached Ordinance No. 1176 amending Sections 16.12.110 and 17.70.050 of the Coachella Municipal Code.

**DISCUSSION:**

Currently, section 16.12.110 of the Coachella Municipal Code requires that all tentative subdivision maps be reviewed by both the planning commission and city council at a duly noticed public hearing. Such notices are to be mailed and posted on the subject property. Notice is mailed to the subdivider and all property owners within 300 feet of the exterior boundary of the subject property. Section 16.12.110, subdivision D, provides that any interested person may appear at the hearing and shall be heard.

Section 17.70.50 provides for public hearings to receive original evidence or testimony in relation to applications to initiate consideration of planning and zoning matters. Subdivision F of Section 17.70.50 requires such a public hearing to be noticed. Among the parties to be notified are adjacent property owners of the subject property, owners of property within a 300 foot radius from the subject property, and other persons who have requested notice.

The proposed amendments to Sections 16.12.110 and 17.70.50 would require written public notices provided under those sections to be provided in both the English and Spanish languages or in such other language as may be required by law. The amendments also include provisions upholding the validity of such notices should they happen to be provided in English only.



**ALTERNATIVES:**

- 1) Adopt Ordinance No. 1176 as presented.
- 2) Take no action.
- 3) Continue this item and provide staff with direction.

**FISCAL IMPACTS**

There will be a minor added cost to the Planning Division's "Advertising" budget in order to translate all public notices for planning application projects into Spanish and to advertise in local Spanish newspapers, as needed. This can be absorbed into the current staff workload without the need to amend the Department's operating budget.

Attachments: Ordinance No. 1176 (*2<sup>nd</sup> Reading*)

ORDINANCE NO. 1176

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING SECTIONS 16.12.110 AND 17.70.050 OF THE MUNICIPAL CODE REGARDING NOTICES OF PUBLIC HEARING RELATED TO TENTATIVE SUBDIVISION MAPS AND THE PROCESSING OF APPLICATIONS ON PLANNING AND ZONING MATTERS. CITY-INITIATED.

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

**SECTION 1. Amendment to Coachella Municipal Code.** Coachella Municipal Code Chapter 16.12 *Tentative Maps*, Section 6.12.110 is hereby amended as follows (deleted text in ~~striketrough~~, new text in **bold underline**):

“16.12.110 - Public hearing.

All tentative subdivision maps shall be reviewed by both the planning commission and the city council at duly noticed public hearings. Notice of public hearings shall be by both mailed notice and posting of the property. **Such written notice shall be provided in English and Spanish, or in such other language as may be required by law. Failure to provide written notice in any language other than English shall not affect the validity of any notice provided hereunder.**

- A. Written notice shall be mailed to the subdivider and to the owners of all property within three hundred (300) feet of the exterior boundaries of the property involved at least ten (10) days prior to the date of the hearing. The last known name and address of each owner as shown on the records of the county assessor may be used for the notice.

.....

- D. Any interested person may appear at a hearing and shall be heard.”

**SECTION 2. Amendment to Coachella Municipal Code.** Coachella Municipal Code Chapter 17.70 *Administration Generally*, Subsection F of Section 17.70.050 is hereby amended as follows (deleted text in ~~striketrough~~, new text in **bold underline**):

“17.70.050 - General rules for processing applications.

- A. Initiation. Applications to initiate consideration of planning and zoning matters may be made by a variety of persons or agencies, such as owners, bona fide lessees, the city planning commission or the city council. The specific types of are listed under the applicable procedures.

.....

- F. Notification of Public Hearing. A public hearing shall require notification of the time, place and purpose of the hearing in one or more of the following ways **listed below** and as noted by reference under the specific procedure. **Written notice provided in the ways listed below shall be provided in English and Spanish, or in such other language as may be required**

**by law. Failure to provide written notice in any language other than English shall not affect the validity of any notice provided hereunder.**

- 1. Newspaper. by at least one publication in a newspaper of general circulation in the city not less than ten (10) days prior to the date of the hearing.

.....

- 6. Notification of Subsequent Hearings. Notice of subsequent public hearings may be given at each preceding meeting, but additional written notice is not required.”

**SECTION 3. 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 4. Effective Date.** This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 5. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

**SECTION 6. Certification.** The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

**PASSED, APPROVED and ADOPTED** this 28<sup>th</sup> day of April 2021.

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

**ATTEST:**

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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 Amendment to Ordinance No 1176 was duly and regularly introduced at a meeting of the City Council on the 14<sup>th</sup> day of April 2021, and that thereafter the said ordinance amendment was duly passed and adopted on the 28<sup>th</sup> day of April 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk



**STAFF REPORT**  
**4/28/2021**

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

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

**SUBJECT:** Ordinance No. 1179 Amending Section 16.12.110, Subsection B, of the Coachella Municipal Code to Require that Subdividers Post On-Site Notices of Public Hearing and to Provide Uniform Posting Standards. City-Initiated.  
(2<sup>nd</sup> Reading)

**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve Ordinance No. 1179 to Amend Section 16.12.110, Subsection B, of the Coachella Municipal Code to Require that Subdividers Post On-Site Notices of Public Hearing and to Provide Uniform Posting Standards.

**BACKGROUND:**

On April 14, 2021 the City Council introduced for first reading, Ordinance No. 1179 amending sections 16.12.110, Subsection B of the Coachella Municipal Code modifying the current requirements for subdividers to post on-site notices of public hearings.

**DISCUSSION:**

Currently the Municipal Code places the posting requirement for subdivisions on an agent of the city planner, and has no specific standards for the postings. Ordinance No. 1179 would shift the on-site posting requirement, including all related costs, to the subdivider and the ordinance would provide uniform posting requirements with planning director flexibility in setting standards for font size, style, and color of the notice.

**ALTERNATIVES:**

- 1) Adopt Ordinance No. 1179 Amending Section 16.12.110, Subsection B, of the Municipal Code to Require that Subdividers Post On-Site Notices of Public Hearing and to Provide Uniform Posting Standards.
- 2) Take no action.
- 3) Continue this item and provide staff with direction.

**FISCAL IMPACTS**

There are no fiscal impacts associated with amending the posting requirements for subdivision projects, in that the Ordinance merely changes the method and responsibility for posting public notices.

Attachments: Ordinance No. 1179 (*2<sup>nd</sup> Reading*)

**ORDINANCE NO. 1179**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING SECTION 16.12.110, SUBSECTION B, OF THE COACHELLA MUNICIPAL CODE TO REQUIRE THAT SUBDIVIDERS POST ON-SITE NOTICES OF PUBLIC HEARING AND TO PROVIDE UNIFORM POSTING STANDARDS. CITY-INITIATED**

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

**SECTION 1. Amendment to Coachella Municipal Code.** Subsection B of Section 16.12.110 of the Coachella Municipal Code entitled “*Public Hearing.*” is hereby deleted in its entirety and re-written to read as follows:

“B. On-Site Posting Requirements. At least ten (10) days before the public hearing, the subdivider shall cause at least three notices to be posted, not more than three hundred (300) feet apart, in front of each block or part of a block affected by the public hearing. The notices shall be posted as follows:

1. Manner of Posting. The notices may be posted in the form of posters or signs generally measuring three feet by four feet or in such other dimensions as may be necessary to effectuate the posting. The notices shall be posted six feet in height from ground level. If the property is surrounded by fences, walls, or hedges at or near the street property line, additional height may be provided as necessary to ensure visibility of the sign from the public right-of-way. The notices may be posted on support elements made of wood posts, on existing utility poles or street lights using clear tape, or, when there is an existing structure on the property, in a window, on a fence, or on a building wall. In all cases, the notices shall be legible from the nearest public right-of-way; provided, however, that the notices shall not be illuminated.
2. Content. The notices shall contain, at a minimum, the date, time, and place of the public hearing, the identity of the hearing body, a general explanation of the matter to be considered, and a general description of the location of the subject real property. The director of planning may prescribe a standardized notice form or template as may effectuate public notice pursuant to this section in accordance with law.
3. Duration. The notices shall remain in place until the city council has approved, conditionally approved, or disapproved the tentative map in accordance with section 16.12.100. The notices shall be removed within ten (10) days of such action by the city council.



4. Proof of posting. The subdivider shall submit proof of posting to the director of planning or his or her designee in the form of a signed affidavit, indicating the placement locations of the notices, the number of notices posted, and the date the notices were posted. The subdivider shall include photographs evidencing posting of the notices upon request.
5. Deviations. The director of planning may approve deviations to these requirements and require such other specifications, such as size, style, and color of the lettering or notice, in order to meet the intent of this section.
6. Failure to Post. Failure to post notices or otherwise comply with these standards and requirements may result in the delay of the required public hearing.
7. Costs. The subdivider shall bear the costs of complying with this subsection.”

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

**SECTION 3. Effective Date.** This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 5. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

**SECTION 4. 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 28<sup>th</sup> day of April, 2021.

**PASSED, APPROVED and ADOPTED** this 28<sup>th</sup> day of April 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 Amendment to Ordinance No 1179 was duly and regularly introduced at a meeting of the City Council on the 14<sup>th</sup> day of April 2021, and that thereafter the said ordinance amendment was duly passed and adopted on the 28<sup>th</sup> day of April 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk



**STAFF REPORT**  
**4/28/2021**

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

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

**SUBJECT:** Resolution No. 2021-18, Approving the Preliminary Engineer's Report for Levy of Annual Assessments for Fiscal Year 2021/2022 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38 Resolution No. 2021-18 and Setting a time and place for the Public hearing to Levy and Collect Assessments for Fiscal year 2021/2022.

**STAFF RECOMMENDATION:**

Adopt Resolution No. 2021-18 approving the Preliminary Engineer's Report and Set a time and place for the Public Hearing to Levy and Collect Assessments for Fiscal Year 2021/2022 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38.

**BACKGROUND:**

During the regular City Council Meeting on March 24, 2021, the City Council approved Resolution No. 2021-17 Initiating the Preparation of the Engineer's Report and Declaring its intention to Levy and Collect Assessments for the Landscaping and Lighting Maintenance Districts for Fiscal Year 2021/2022.

Section 22500 of the Streets and Highways Code, generally known as Lighting and Landscape Act of 1972, requires approval of an Engineering Report and conduct a Public Hearing by the City prior to confirming the Annual Assessments.

A Preliminary Engineer's Report has been prepared, a copy of which is being submitted to the City Council for review. A copy of the Preliminary Engineer's Report is also made available to the Public for review in the City's Public Works Department.

It is proposed to schedule a public hearing during the regular City Council meeting of June 23, 2021, at 6:00 p.m. prior to confirmation of proposed assessments.

**FISCAL IMPACT:**

Approval of the assessments would have no adverse impact to the General Fund. The proposed assessments for each District has been prepared based upon the maintenance costs necessary and required to maintain the common areas within each District as well as costs for future

improvements. The revenues and expenditures are accounted for within separate 160 fund accounts within each District.

**RESOLUTION NO. 2021-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL 2021/2022 FOR THE CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 THROUGH 38**

**WHEREAS**, the City Council and the City of Coachella, California (“City Council”) has previously determined that the public interest, convenience, and necessity, require the installation, construction, and maintenance, servicing and operation of public lighting and landscaping and appurtenant facilities as set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Coachella; and

**WHEREAS**, this City Council wishes to levy and collect annual special assessments within those assessment districts presently designated as “City of Coachella Landscaping and Lighting Maintenance District No. 1 through 38” pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500 et. seq.); and

**WHEREAS**, the Preliminary Engineer’s Report has been prepared for fiscal year 2021/2022 for City of Coachella Landscaping and Lighting Maintenance District No.1 through 38 in accordance with Sections 22622 and 22565, et seq. of the California Streets and Highways Code (the “Code”); and

**WHEREAS**, The Engineer of Work has filed with the City Clerk his report (the “Engineer’s Report”) containing the matters specified in Section 22567, et seq. of the Code; and

**WHEREAS**, the Preliminary Engineer’s Report has been duly presented by the City Clerk to the City Council for consideration and has been fully considered by the City Council and the City Council finds that each and every part of the Engineer’s Report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

**Section 1.** That the Preliminary Engineer’s Report, on file in the office of the City Clerk and available for inspection, is hereby approved and confirmed as filed

**Section 2.** Notice is hereby given that June 23, 2021 at 6:00 p.m. in the City Council Chambers of the City of Coachella, California, 1515 Sixth Street, in the City of Coachella, State of California, is hereby fixed as the time and place for a public hearing by this City Council regarding the levying and collection of the proposed assessments for District No. 1 through 38 for fiscal year 2021/2022. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing, which protest must state all ground of objections and describe the property within the District owned by the signer of the protest.

**Section 3.** The City Clerk shall give notice of the public meeting and public hearing as follows:

- (a) The City Clerk shall cause this resolution of intention to be published as required by Section 22500, of the California Streets and Highways Code. The Desert Sun is hereby designated as the newspaper in which the City Clerk shall public this resolution of intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

**PASSED, APPROVED and ADOPTED** this 28<sup>th</sup> day of April 2021.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda, City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-18 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 28<sup>th</sup> day of April 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk



## TENTATIVE SCHEDULE

## Landscaping and Lighting Maintenance District No. 1 Through 38

<b>Item</b>	<b>Council Meeting Date</b>
Resolution 2021-17 Initiating Preparation of Engineer's Report and Declaring Intention to Levy and Collect Assessments for Fiscal Year 2021/2022	March 24, 2021
Resolution 2021-18 Preliminary Approval of Engineer's Report and Setting a time and Place for Public Hearing to Levy and Collect Assessments for Fiscal Year 2021/2022	April 28, 2021
Resolution 2021-19 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for Fiscal Year 2021/2022	June 23, 2021

**City of Coachella**  
**Engineer's Annual Levy Report**  
**Landscaping and Lighting Maintenance**  
**Assessment Districts 1 through 38**  
**Fiscal Year 2021/2022**

**Preliminary Engineer's Report**



**Public Hearing: June 23, 2021**

City of Coachella  
Public Works Department  
53462 Enterprise Way  
Coachella, CA 92236  
Phone: 760-501-8100

## I. Overview

### A. Introduction

The City of Coachella (“City”) annually levies and collects special assessments in order to maintain the improvements within the City’s thirty-eight (38) Landscaping and Lighting Maintenance Districts (“Districts”). The Districts were formed in various years starting in 1980 and levied annually pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highway Code (“Act”).

This Engineer’s Annual Levy Report (“Report”) describes the various Districts, any changes to the Districts, and the proposed assessments for Fiscal Year 2021/2022. The proposed assessments are based on the historical and estimated cost to maintain the improvements that provide a direct and special benefit to properties within each District. The various improvements within the District, and the costs of those improvements, are identified and budgeted separately, including all expenditures, deficits, surpluses, revenues, and reserves. Each parcel within a District is assessed proportionately for only those improvements provided in that District, and for which the parcel receives benefit.

Following consideration of all public comments, and written protests at a noticed public hearing, and final review of the Engineer’s Reports, the City Council will determine if a majority protest exists and may order amendments to the Report, or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the City Council may then order the levy and collection of assessments for Fiscal Year 2021/2022, pursuant to the Act. In such case, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll for each parcel in Fiscal year 2021/2022.

### B. Review of Districts Formation

On November 5, 1996, California voters approved Proposition 218. The provisions of Proposition 218, now Constitutional Article XIII C and XIII D (“Measure”), are summarized in general areas:

1. Strengthens the general and special tax provisions of Proposition 13, and Proposition 62.
2. Extends the initiative process to all local taxes, assessments, fees and charges.
3. Adds substantive and procedural requirements for assessments.
4. Adds substantive and procedural requirements for property related fees and charges.

The provisions of the measure established specific restrictions on assessments, and the application of those assessments. Beginning July 1, 1997, all new and existing assessments (with

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some exceptions) were to comply with the new substantive and procedural requirements of the Measure. Results of a review of the formation of the existing and proposed Districts are summarized in the following table.

## City of Coachella Landscape and Lighting Maintenance Districts

**Table 1**

District Name	District Number	Number Of Parcels	Approval Date
Lewis Homes - Tract Numbers 14664-1, 14664-2, 14664, & 17892	1	127	9/16/1980
Peacock Palms – Tract Numbers 14472 & 15976	2	130	6/16/1980
Buena Vista Homes – Tract Numbers 14675, 18317, & 28074	3	181	9/16/1980
Palm Desert Development – Tract Numbers 18632-1, 18632-2 & 18632	4	66	6/2/1987
Palmeras Mobile Home Park – Tract Number 26370 – Dissolved March 2013	5	122	7/17/1991
Fiesta Homes – Tract Numbers 23911-1, 23911-2, & 23911	6	171	8/7/1991
La Paz Homes I – Tract Numbers 26467-3, 26467-2, 26467-1, 26467, 26639-1, & 26639	7	161	8/7/1991
La Ponderosa Homes – Tract Numbers 24299-1 & 24299	8	138	1/28/1994
Coachella Valley Housing Coalition – Tract Numbers 23408-1, 23408-2, & 23408	9	32	5/4/1994
Plaza Del Sol – Tract Number 26592	10	76	12/21/1994
Loma Vista Homes I– Tract Numbers 22110-1 & 22110-2	11	105	8/2/1995
*La Paz Homes II – Tract Numbers 28374-1, 28374-2, 28374-3, & 28375	12	76	10/17/1996
*Baron-Ziraick – Tract Numbers 28443-1, 28443-2, & 28443	13	168	8/7/1999
*Pueblo De La Paz – Tract Numbers 29071-1, 29071-2, 29071-3, 29071-4, & 29071	14	90	6/14/2000
*Cachanillas – Tract Number 30020	15	48	5/28/2003

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*Tierra Del Sol – Tract Numbers 30582, 30684-1, 30684-2, 30684-3, & 30684	16	556	8/20/2003
*Rancho Las Flores – Tract Number 30498-1	17	163	5/14/2003
*Bella Canto – Tract Number 30728	18	175	6/16/2003
*Paseo De Las Palmas – Tract Numbers 30354-1, 30354	19	126	7/9/2003
*Posada Del Valle – Tract Number 30621-1, 30621	20	81	8/20/2003
*Loma Vista II– Tract Number 22110	21	70	8/20/2003
*Rancho De La Fe – Tract Number 30889	22	120	11/10/2004
*La Colonia I – Tract Number 30871	23	119	11/10/2004
*La Paloma Estates – Tract Numbers 30910-1, 30910-2, 30910	24	291	4/13/2005
*Las Plumas – Tract Number 31376	25	87	6/8/2005
*La Colonia II – Tract Numbers 32074-1, 32074-2, & 32074 – Dissolved June 2013	26	155	6/8/2005
*Rancho Mariposa – Tract Number 30831	27	112	8/1/2005
*La Morada – Tract Number 30830	28	171	8/1/2005
*Somerset – Tract Numbers 31664-1, 31664-2, 31664-3, & 31664	29	153	8/24/2005
*Navarra/Sundate I – Tract Number 31508	30	160	6/28/2006
*Los Jardines – Tract Numbers 31533-1, 31533-2, & 31533	31	265	11/9/2005
*Aventine – Tract Numbers 31551-1 & 31551	32	251	11/29/2006
*Vista Escondida – Tract Number 32264	33	282	2/8/2006
*Tierra Bonita – Tract Number 31158	34	115	2/8/2006
*Bellissima – Tract Number 31978	35	158	9/13/2006
*Valencia – Tract Number 31698	36	108	5/31/2006

*Volk – Tract Number 31550	37	80	11/22/2006
Rancho Cielo – Tract Number 31714	38	150	3/14/2006

\*Areas with an asterisk are subject to Consumer Price Index or 3% annual increase for an inflationary factor

All Districts and assessments within the Districts are not subject to the substantive and procedural requirements of the Measure at the current assessment amounts. At the conclusion of the public hearing, the City Council may approve the proposed assessments for each of the Districts, and order the levy and collection of the assessments.

### C. General Description of the Districts

The Districts provide maintenance, service, and operation of landscape and lighting improvements, including associated appurtenances located within the public right-of-way, and dedicated landscape easements within each of the various Districts throughout the City.

For Fiscal year 2021/2022 there are thirty-eight (38) distinct benefit Districts identified in Table 1. Each District has specific improvements and services that provide benefit to the parcels within the District. Improvements within the Districts generally include, but are not limited to; landscaped parkways, landscaped recreation/retention areas, perimeter fencing, retention basin fencing, repairs and street lights. The costs associated with the specific improvements in each District are equitably spread among all parcels receiving benefit from the improvements.

## II. Method of Apportionment

### A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance, and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value.

*“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the new amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”*

The formula used for calculating assessments in each District, therefore reflects the composition of the parcels, and the improvements and services provided, to apportion the costs based on estimated benefit to parcels within each District.

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In addition, pursuant to Article XIID, Section 4 of the State Constitution, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel, and provides that only special benefits are assessable. Therefore, in compliance with the new assessment requirements, only assessments that are identified as "Special Benefit Assessments" are assessed.

Estimates for materials and miscellaneous expenses included are based on the best available data known at the time the budgets for each District were prepared and the assessment was determined.

#### B. Benefit Analysis

The method of apportionment (method of assessment) is based on the premise that the assessed parcels within the Districts receive benefit from the improvements maintained and financed by the Districts assessments. The assessments are for the maintenance of local landscape improvements installed as part of the original development of the parcels within each District and approved by property owners at the formation of the District. The desirability of properties within each District is enhanced by the presence of well-maintained landscaping and sufficient lighting in close proximity to those properties.

The improvements provided by the Districts generally include landscaped parkways, entryways, recreation/retention areas, street lighting for pedestrians and vehicles, and any other appurtenant facilities. The annual assessments outlined in this Report are proposed to cover the estimated cost to provide all necessary services, operation, administration, and maintenance required during the year to keep these improvements in a healthy, vigorous, and satisfactory condition.

The special benefits associated with the local landscaping and lighting improvements are specifically:

- Enhanced desirability of properties through association with the improvements
- Improved aesthetic appeal of properties within the Districts providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, including dust and debris control.
- Increased sense of pride in ownership of property within the Districts resulting from well-maintained improvements associated with the properties.

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- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District though well-maintained surroundings and amenities, including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Districts by moderating temperatures, providing oxygenation and attenuating noise.
- Intersection lighting to maximize illumination and reduce potential vehicular accidents.
- Illumination of walkways and pathways to increase pedestrian foot traffic and facilitate safety.
- Public street lights serving a property provide a variety of benefits to the property
  - Access benefit – public street lights improve ingress and egress from properties from dusk to dawn.
  - Security benefit – public streetlights help reduce vandalism against properties and criminal acts on properties between dusk to dawn.
  - Traffic benefit - Public Street lights improve safety and facilitate the flow traffic to and from properties between dusk to dawn.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the Districts creating a more distinctive and a greater defined quality of life.

### **C. Assessment Methodology**

The various Districts consist of only residential parcels and each parcel shares the benefit equally. In some Districts, not all of the area has been subdivided into the final lot configuration. In those areas where the parcels are subdivided the parcels are assessed based on the number of lots per the approved tentative map.

$$\text{Total Balance to Levy} / \text{Total Lots in District} = \text{Parcel Levy Amount}$$

### **III. Description of the Districts**

The lots and parcels within each of the referenced Districts are shown on the Riverside County Assessor's Parcel Maps and by reference are made part of this report. Attached is Exhibit "A: entitled "City of Coachella Landscaping and Lighting Maintenance District Map" showing the locations of the Districts.

Generally, the work to be performed consists of the maintenance of certain landscaping improvements installed as the City of Coachella's conditions of approval for developments all located within the City of Coachella. Reference is hereby made to the plans and specifications for the landscaping improvements as prepared by the engineer for the various developments and



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reviewed and approved by the City Engineer. These plans and specifications show the location and extent of the landscape areas. Said plans and specifications are on file in the City of Coachella and, by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

A general description of improvements and developments, by District, are as follows:

**District No. 1 – Lewis Homes**

The District includes all parcels within tract numbers 14664-1, 14664-2, 14664, and 17892, generally located north of Avenue 51 and west of Suncrest Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 2 – Peacock Palms**

The District includes all parcels within tract numbers 14472 and 15976, generally located northeast corner of Avenue 50 and Frederick Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 3 – Buena Vista Homes**

The District includes all parcels within tract numbers 14675, 18317, and 28074, generally located southwest corner of Avenue 49 and Frederick Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The

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sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

#### **District No. 4 – Palm Desert Development**

The District includes all parcels within tract numbers 18632-1, 18632-2, and 18632, generally located north of Westerfield Way and east and west of Kenmore Street, Coronado Street and Balboa Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

#### **District No. 5 – Palmeras Mobile Home Park – Dissolved March 2013**

##### **\*Landscaping Excluded**

The District includes all parcels within tract number 26370, generally located east of Tyler Street and around Palmeras Circle. The improvements in this tract are maintained by the property owners under an Association (CC&R) with the exception of one (1) street light on the Tyler Street Entrance.

#### **District No. 6 – Fiesta Homes**

The District includes all parcels within tract numbers 23911-1, 23911-2, and 23911, generally located southeast corner of Avenue 49 and Van Buren Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

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### **District No. 7 – La Paz Homes I**

The District includes all parcels within tract numbers 26467-1, 26467-2, 26467-3, 16467-4, 26467, 26639-1, and 26639, generally located south of Avenue 53 and east and west of Calle La Paz and Calle Bonita.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

### **District No. 8 – La Ponderosa Homes**

#### **\*Landscaping Excluded**

The District includes all parcels within tract numbers 24299-1 and 24299, generally located north of Avenue 52 and east and west of La Ponderosa Drive and La Hernandez Street. The improvements include only street lighting within the tracts.

### **District No. 9 – Coachella Valley Housing Coalition**

The District includes all parcels within tract numbers 23408-1, 23408-2, and 23408, generally located north of Calle Zamora, south of Calle Verde and east of Calle Techa.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

### **District No. 10 – Plaza Del Sol**

The District includes all parcels within tract number 26592, generally located east of Tyler Street and north and south of Calle Bougainvillea.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of

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an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

### **District No. 11 – Loma Vista Homes I**

The District includes all parcels within tract numbers 22110-1 and 22110-2, generally located north of Avenue 51, east of Frederick Street and east and west of Avenida Adobe.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

### **District No. 12 – La Paz Homes II**

The District includes all parcels within tract numbers 28374-1, 28374-2, 28374-3, and 28375, generally located east of Frederick Street, north and south of Guitron Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

### **District No. 13 – Baron-Ziraick Investments**

The District includes all parcels within tract numbers 28443-1, 28443-2, and 28443, generally located southeast corner of Avenue 50 and Frederick Street.

The improvements include street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various

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types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 14 – Pueblo De La Paz**

The District includes all parcels within tract numbers 20971-1, 20972-2, 20971-3, 20971-4, and 20971, generally located southeast corner of Avenue 49 and Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The pump is complete with force main, electric supply and other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 15 – Cachanillas**

The District includes all parcels within tract number 30020, generally located south of Avenue 53, east of Calle Empalme and west of Calle Avilla.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 16 – Tierra Del Sol**

The District includes all parcels within tract numbers 30582, 30684-1, 30684-2, 30684-3, and 30684, generally located south of Avenue 48, north of Avenue 49, east of Jackson Street, and west of Calhoun Street.

The improvements include 8 storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The

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landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The pump is complete with force main, electric supply and other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 17 – Rancho Las Flores**

The District includes all parcels within tract number 30498-1, generally located north of Avenue 49 and west of Frederick Street.

The improvements include one storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The pump is complete with force main, electric supply and other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 18 – Bella Canto**

The District includes all parcels within tract number 30728, generally located at the northeast corner of Avenue 50 and Calhoun Street.

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

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**District No. 19 – Paseo De Las Palmas**

The District includes all parcels within tract number 30354-1 and 30354, generally located north of Avenue 50 and west of Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 20 – Posada Del Valle**

The District includes all parcels within tract numbers 30621-1 and 30621, generally located west of Van Buren Street and south of Avenue 49.

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 21 – Loma Vista II**

The District includes all parcels within tract number 22110, generally located northeast corner of Avenue 51 at Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and

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necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 22 – Rancho De La Fe**

The District includes all parcels within tract number 30889, generally located south of Avenue 53 at Shady Lane.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 23 – La Colonia I**

The District includes all parcels within tract number 30871, generally located southwest corner of Avenue 50 and Calhoun Street.

The improvements consist of two storm drainage retention basins, one open space lot, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 24 – La Paloma Estates**

The District includes all parcels within tract numbers 30910, 30910-1, & 30910-2, generally located east of Calhoun Street, between Avenue 48 and Avenue 49.



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The improvements consist of four storm drainage retention basins, one open space lot, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 25 – Las Plumas**

The District includes all parcels within tract number 31376, generally located west side of Calhoun Street between Avenue 49 and Avenue 50.

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District 26 – La Colonia II (Tract Map Recorded, Not Developed) - Dissolved June 2013**

The District proposed improvements area located within tract numbers 32074-1, 3085-2, and 32074, generally located southeast corner of Calhoun Street and Avenue 50.

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes,

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drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 27 – Rancho Mariposa**

The District includes all parcels within tract number 30831, generally located northwest corner Avenue 50 and Frederick Street.

The improvements include two storm drainage detention basins, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 28 – La Morada**

The District includes all parcels within tract number 30830, generally located northwest corner of Avenue 50 and Van Buren Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 29 – Somerset**

The District includes all parcels within tract numbers 31664-1, 31664-2, 31664-3, and 31664, generally located northwest corner Avenue 54 and Frederick Street.

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The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District No. 30 – Navarra / Sundate I**

The District includes all parcels within tract number 31508, generally located southwest corner Avenue 52 and Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District 31 – Los Jardines**

The District includes all parcels within tract numbers 31533, 31533-1, generally located northwest corner Avenue 53 and Tyler Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District 32 – Aventine**

The District includes all parcels within tract numbers 31551-1 and 31551, generally located northwest corner of Avenue 51 and Van Buren Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District 33 – Vista Escondida**

The District includes all parcels within tract number 32264, generally located on the north side of Avenue 53 and east of Shady Lane.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

**District 34 – Tierra Bonita**

The District includes all parcels within tract number 31158, generally located on the northeast side of Avenue 53 and Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply,

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water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

### **District 35 – Bellisima**

The District includes all parcels within tract number 30978, generally located on the southeast corner of Avenue 53 and Frederick Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

### **District 36 – Valencia**

The District includes all parcels within tract number 31698, generally located on the southeast corner of Avenue 50 and Van Buren Street.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

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### **District 37 – Volk (Tract Map Not Recorded, Not Developed)**

The District includes all parcels within tract number 31550, generally located on the east side of Van Buren and north of Avenue 54.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

### **District 38 – Rancho Cielo**

The District includes all parcels within tract number 31714, generally located on the south of Avenue 52 and west of Grapefruit Boulevard.

The improvements include storm drainage detention basin, street lighting for the tracts, and parkway landscaping between the sidewalk and block wall adjacent to the tracts. The landscaping improvements could consist of an automatic sprinkler system, hardscape, plant material located in the areas described. The sprinkler system is complete with electric supply, water supply, automatic clock, piping, various types of heads and all other items incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf. The storm drain system is complete with catch basins, manholes, drywells, pipes drainage structures and all other incidental and necessary to make the system operational. The landscaping consists of materials such as trees, shrubs, ground cover, and turf.

## **IV. Changes to the District**

Modification to the District, if any, could include, but are not limited to: changes or expansion in the existing improvements or services provided; addition of new services; addition of new Districts; restructuring of the current District; annexation of parcels into the Districts; or revisions in the method of apportionment.

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Modifications have been made to several of the Districts for Fiscal Year 2012/2013 in compliance with the requirements established for assessment as a result of Proposition 218 (Articles XIIC and XIID of the California Constitution).

**It is noted that all wall maintenance/improvements are limited to graffiti removal, if budget is available.**

## V. District Budget

### A. Description of Budget Items

The following describes the services and costs that are funded through the District, shown in the District Budget in Exhibit B of this section.

#### Direct Costs

*Utilities Water* – The furnishing of electricity required for the operation and maintenance of landscaping facilities.

*Utilities Electricity* – The furnishing of electricity required for the operation and maintenance of landscaping facilities and street lighting.

*Landscape Maintenance / Storm Drain Maintenance / Materials and Supplies (contract)* – Includes all contracted labor, materials, and equipment required to properly maintain the landscaping, irrigation systems, drainage systems, water features, lighting systems, landscape lighting, and appurtenant facilities within the District.

*Repair and Maintenance / Professional Services* – This includes all labor, material, and equipment required to properly maintain the landscaping, irrigation systems, drainage systems, water features, and lighting systems for areas within the District that are not presently included in the landscape maintenance contracts. These costs may include, but are not limited to, expansion of the improvements since approval of the last maintenance contract; specialized maintenance services such as pest control or use of special equipment for tree trimming; backflow maintenance; and planned upgrades of the improvements. Could also provide services specific to the levy administration and any additional administrative, legal or engineering services specific to the District, and may include the cost to prepare and mail notices, ballots, printing, and reproduction costs.

## Administrative Costs

*County Administration Fee* – This is the actual cost to the District for the County to collect District assessments on the property tax bills. This charge is based on a flat rate per parcel/fund number.

*System Management Fee* – This fee includes City costs directly charged to the Districts and personnel/overhead for support provided by particular departments and staff of the City in the coordination for District service, operation, and maintenance, responding to public concerns and education, and levy collection.

## Levy Breakdown

*Total Direct and Administration Costs* - This amount represents the sum total of all Direct Costs and Administration Costs.

*Collection for Operating Reserves* – The reserve collection reflects funds being added or deleted from the reserve account for the current fiscal year. The reserve account provides for collection by the District of funds to operate the District from the time period of July 1 (beginning of the fiscal year) through December or when the County provides the City with the first installment of assessments collected on the property tax bills. The reserve account eliminates the need for the City to transfer funds from Non-District accounts to pay for District charges during the first six (6) months (or when the first installment received) of the fiscal year.

*Collection for Capital Improvements Reserves* – This item represents funds collected by the District to pay for planned expansions or improvements within the District. This item allows the District to collect a portion of the total cost of a major improvement or service over several years thus reducing the short-term financial impact to the property owners.

*Fund Balance (Deficit)* – Represents available funds the District can spend. These balances are classified based on anticipated uses. Fund Balance (Deficit) represents the cumulative result of District activities over time.

## District Statistics

*Total Parcels Levied* – This is the total number of parcels within the District that will be assessed for the current fiscal year. Non-assessable lots or parcels may include government owned land, public utility owned property, land principally encumbered by public right-of-ways or



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easements, common areas, and/or parcels within the boundaries of the District that currently do not benefit from the improvements due possibly to development restrictions.

*Levy per Parcel* – The result of dividing the total balance to levy by the total equivalent dwelling units.

*Maximum Levy per Parcel* – This amount reflects the maximum assessment per Parcel currently approved or applicable, pursuant to existing law. This amount includes the annual adjustment of the prior year's maximum assessment according to the approved assessment range formula.

### **Reserve Information**

*Ending Operating Reserve Balance* – The ending reserve balance shows those funds that are anticipated to be in the reserve account at the end of the current fiscal year. Operating reserves represent six months of budgeted operating costs for the upcoming fiscal year and do not include roll forward balances.

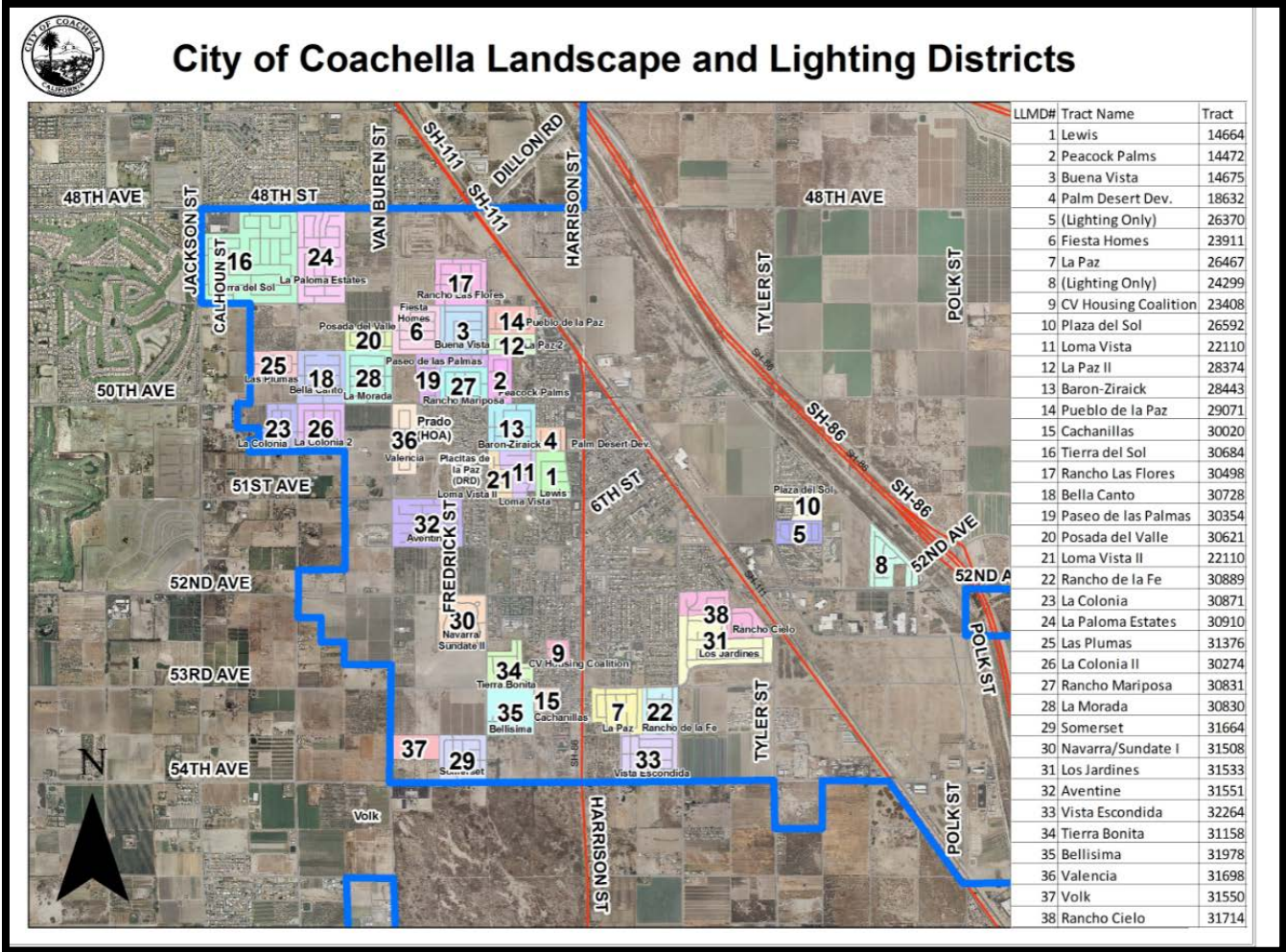
*Ending Capital Improvement Balance (Planned Upgrade Reserve)* – The ending capital improvement balance shows those funds that are anticipated to be in the improvement fund at the end of the current fiscal year. This amount reflects the previous improvement reserve balance plus the collection or expenditures of capital improvements funds (can be moved into extra work for upgrades).

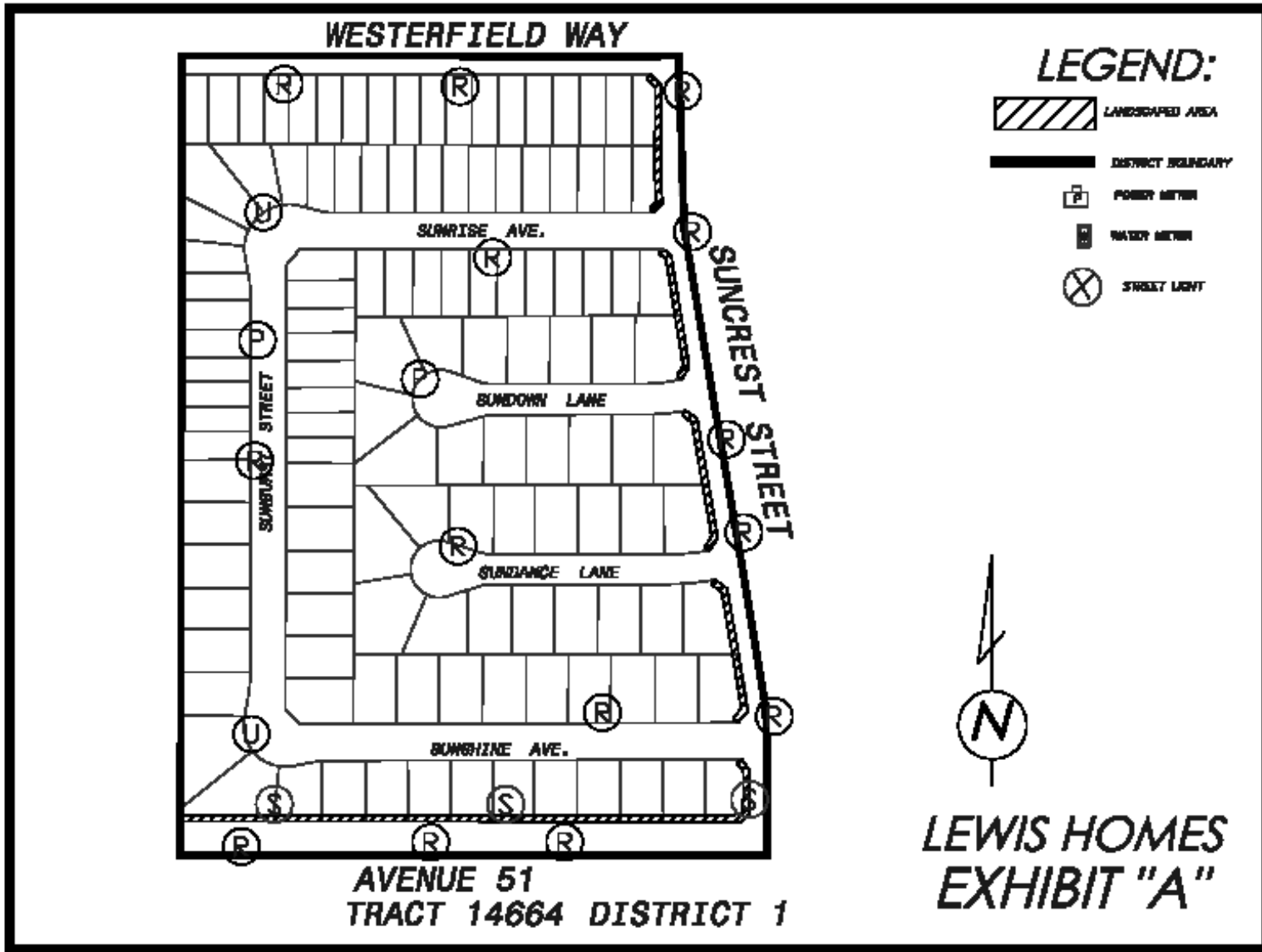
*Total Available Fund Balance (Deficit)* – The total available fund balance shows the total funds that are anticipated to be in the District account at the end of the current fiscal year. This amount represents the combination of the capital improvement funds and reserve funds available.

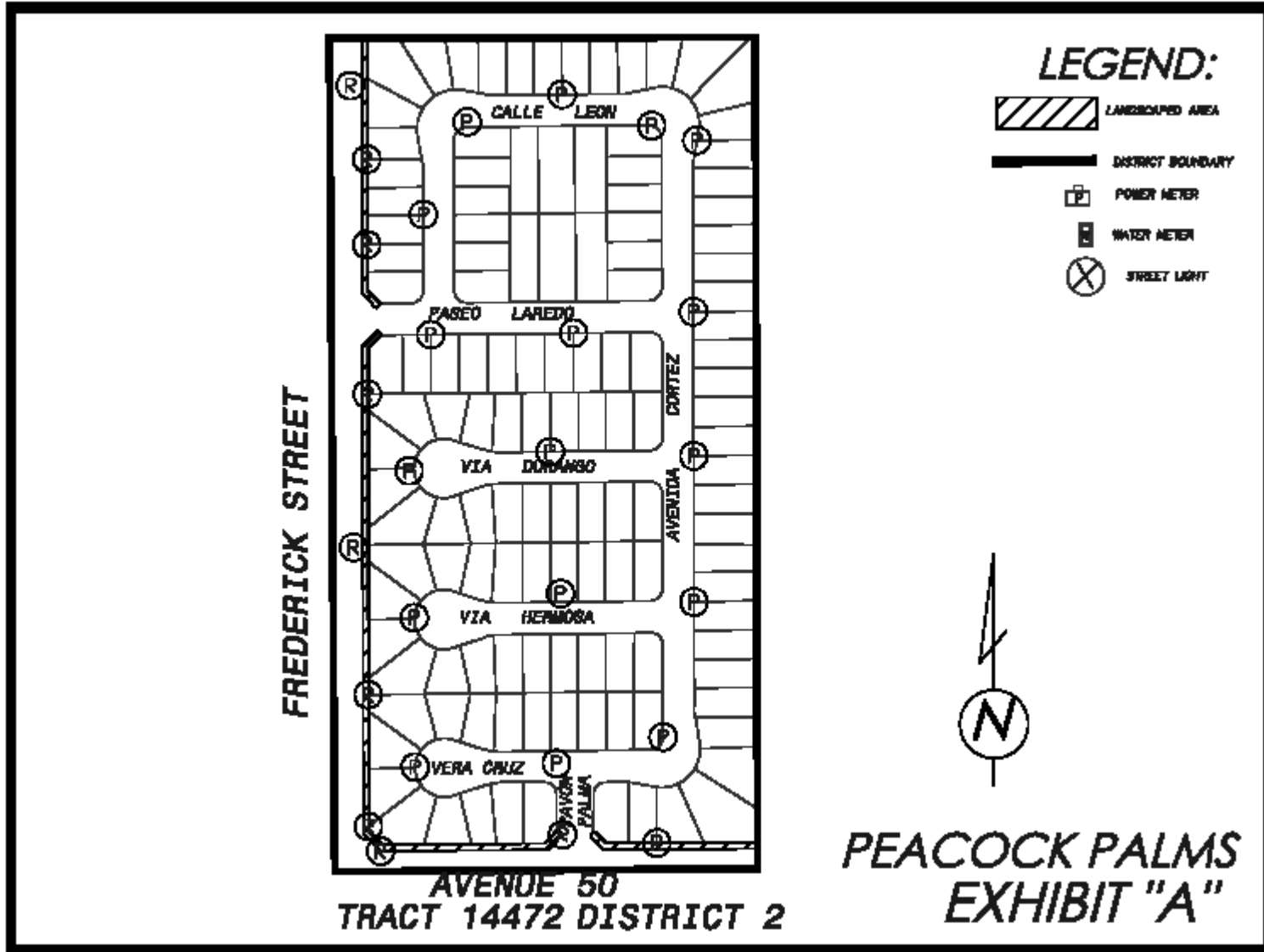
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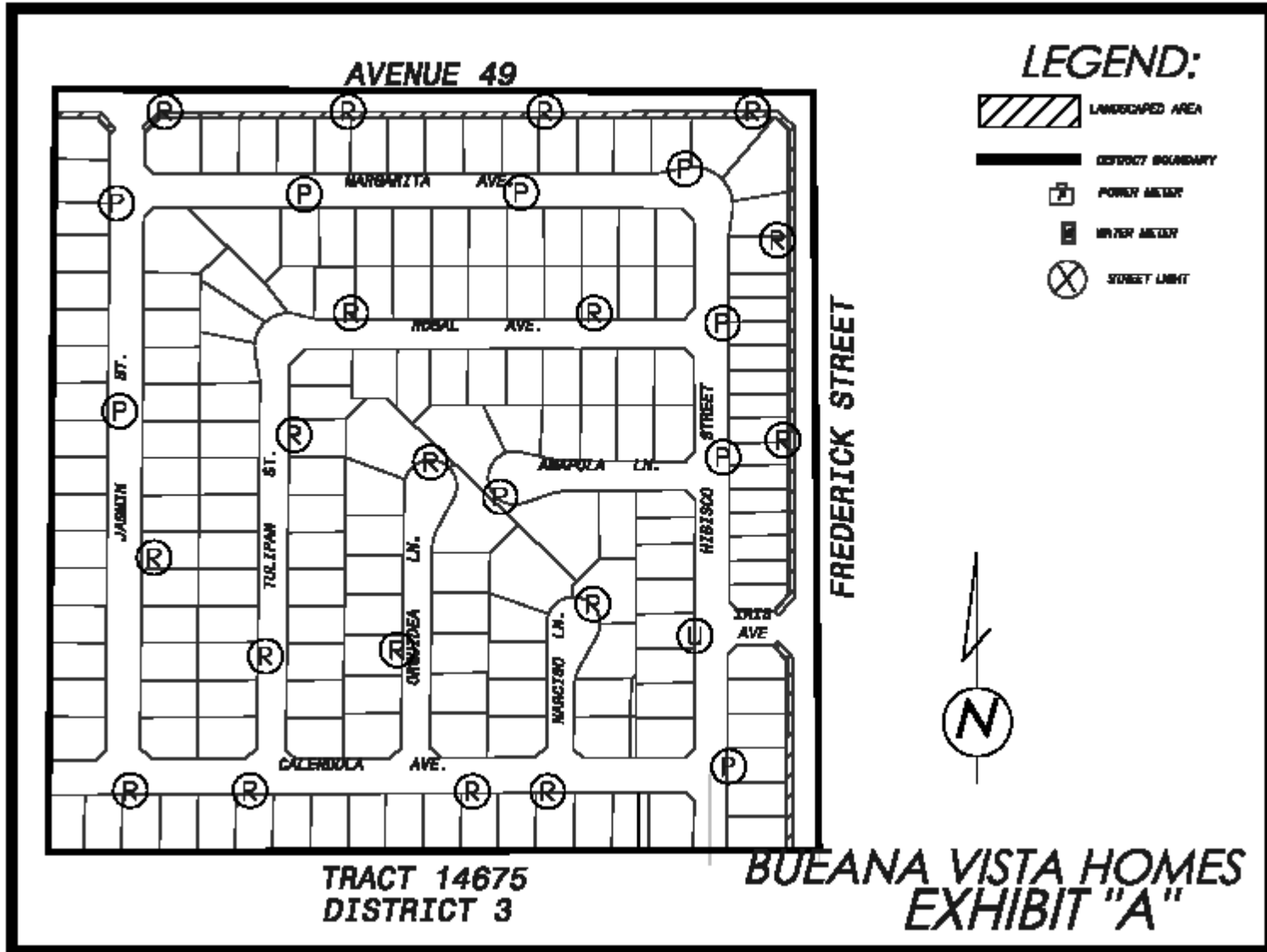
**Exhibit A – District Boundary Maps**

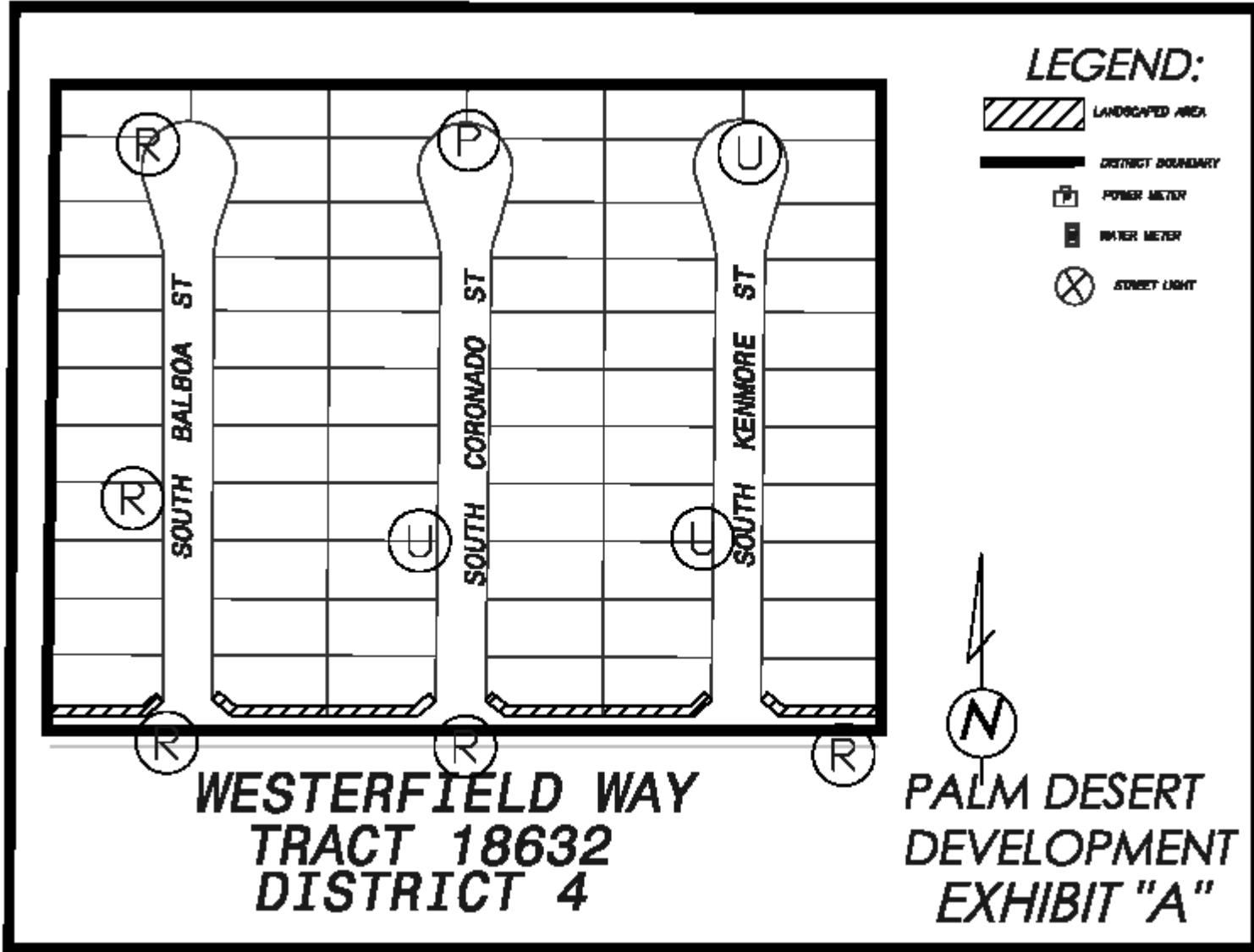
The Boundary Maps for each of the thirty-eight (38) Districts are attached hereto.

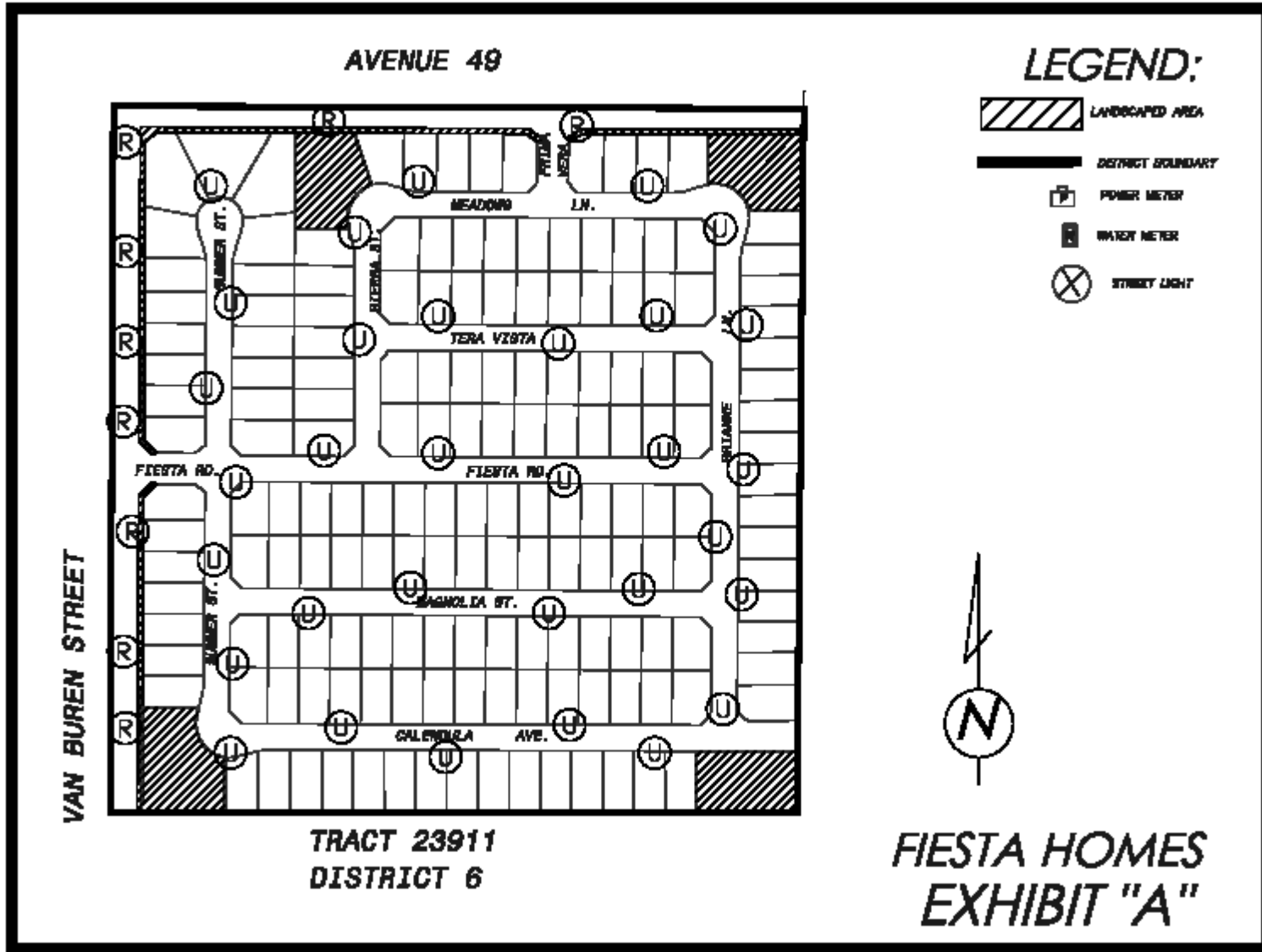


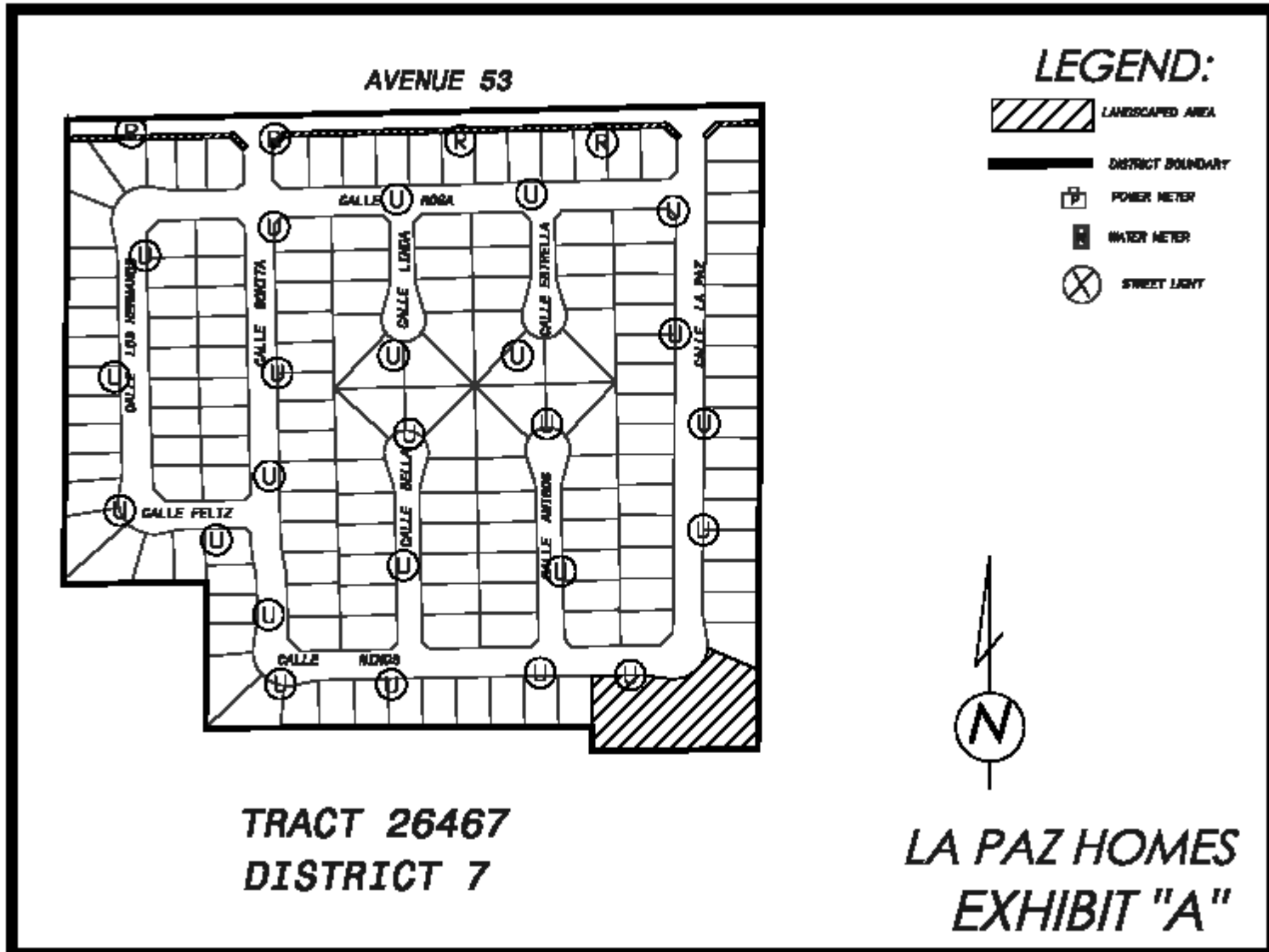




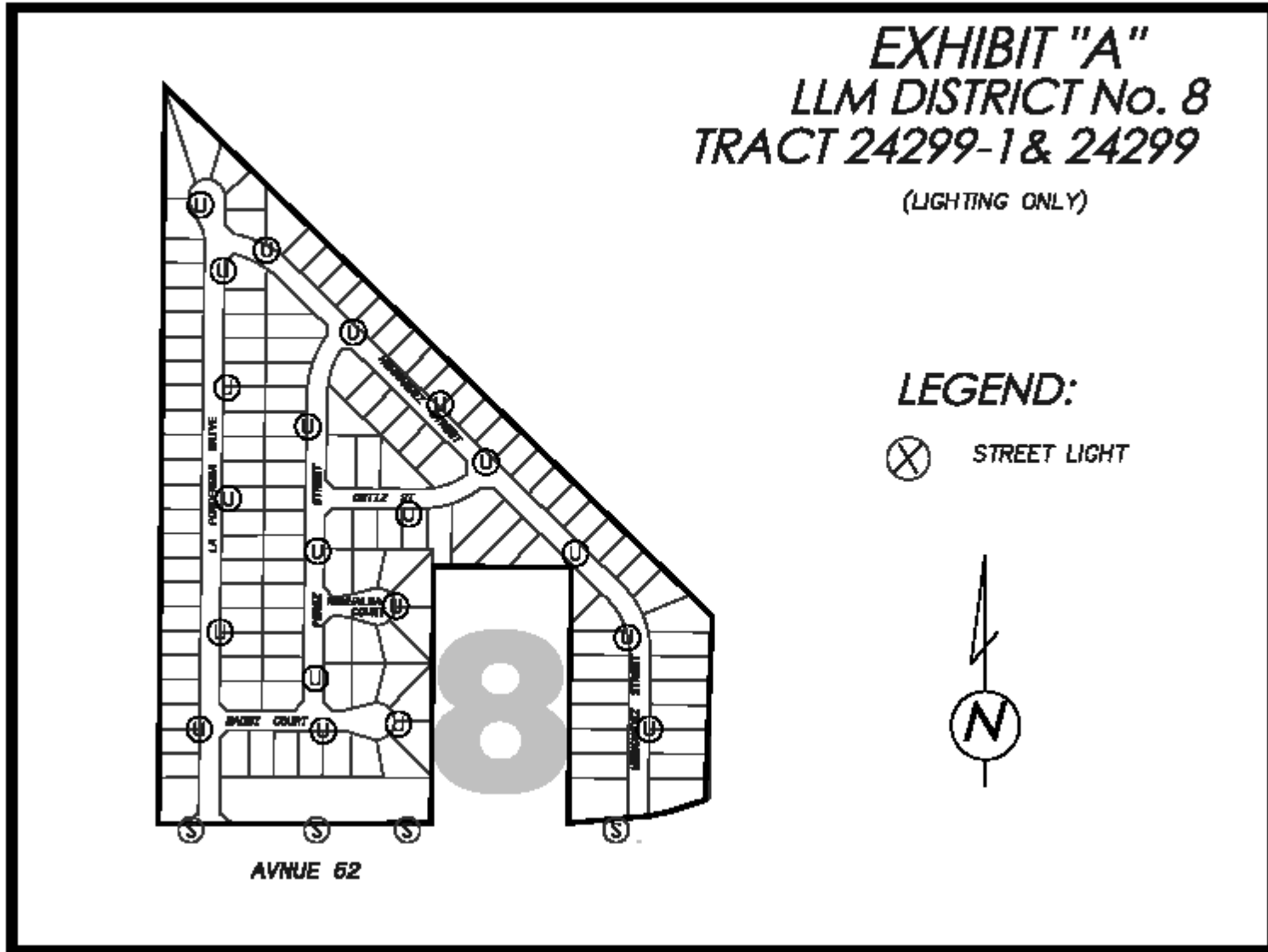


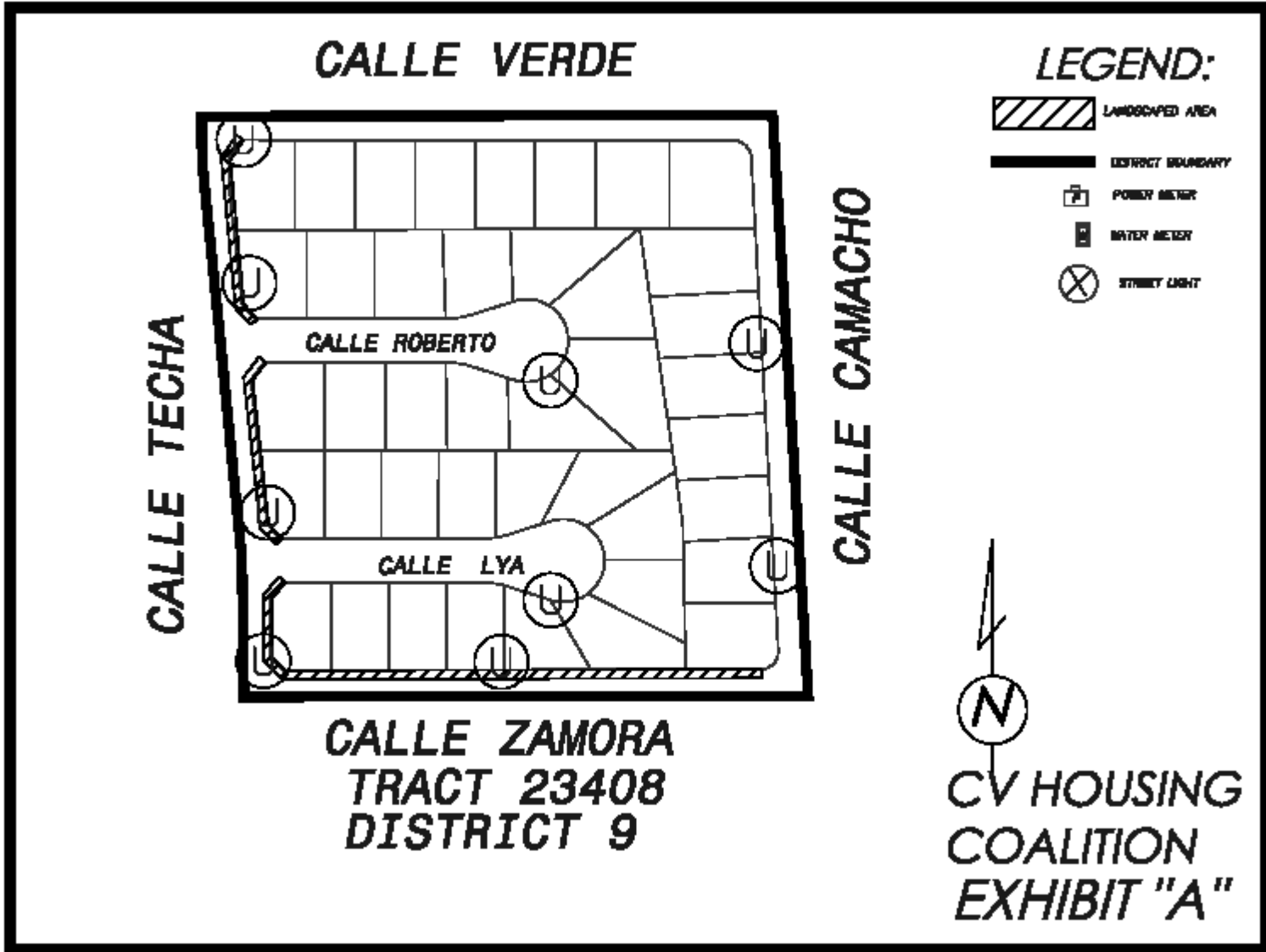


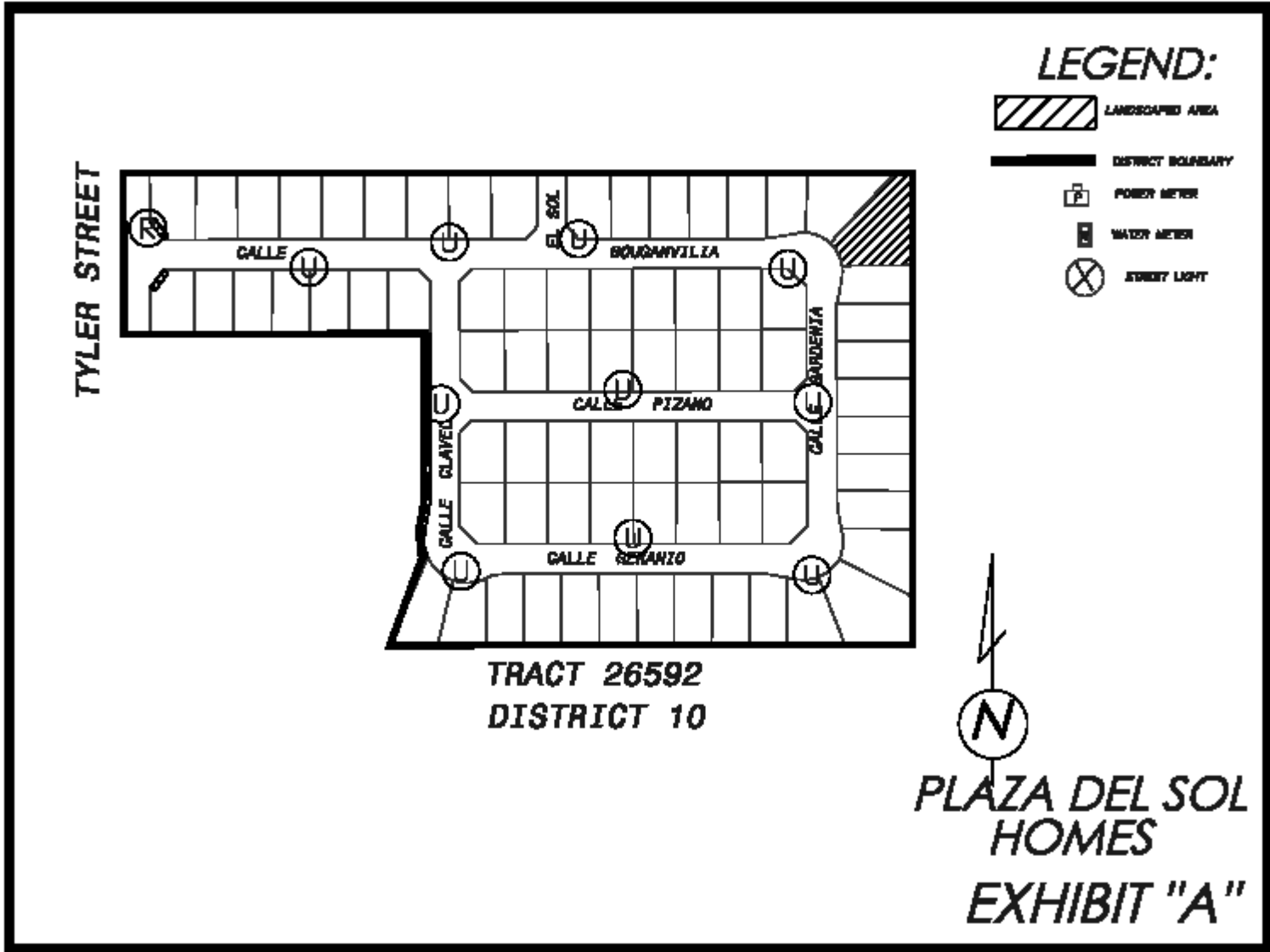


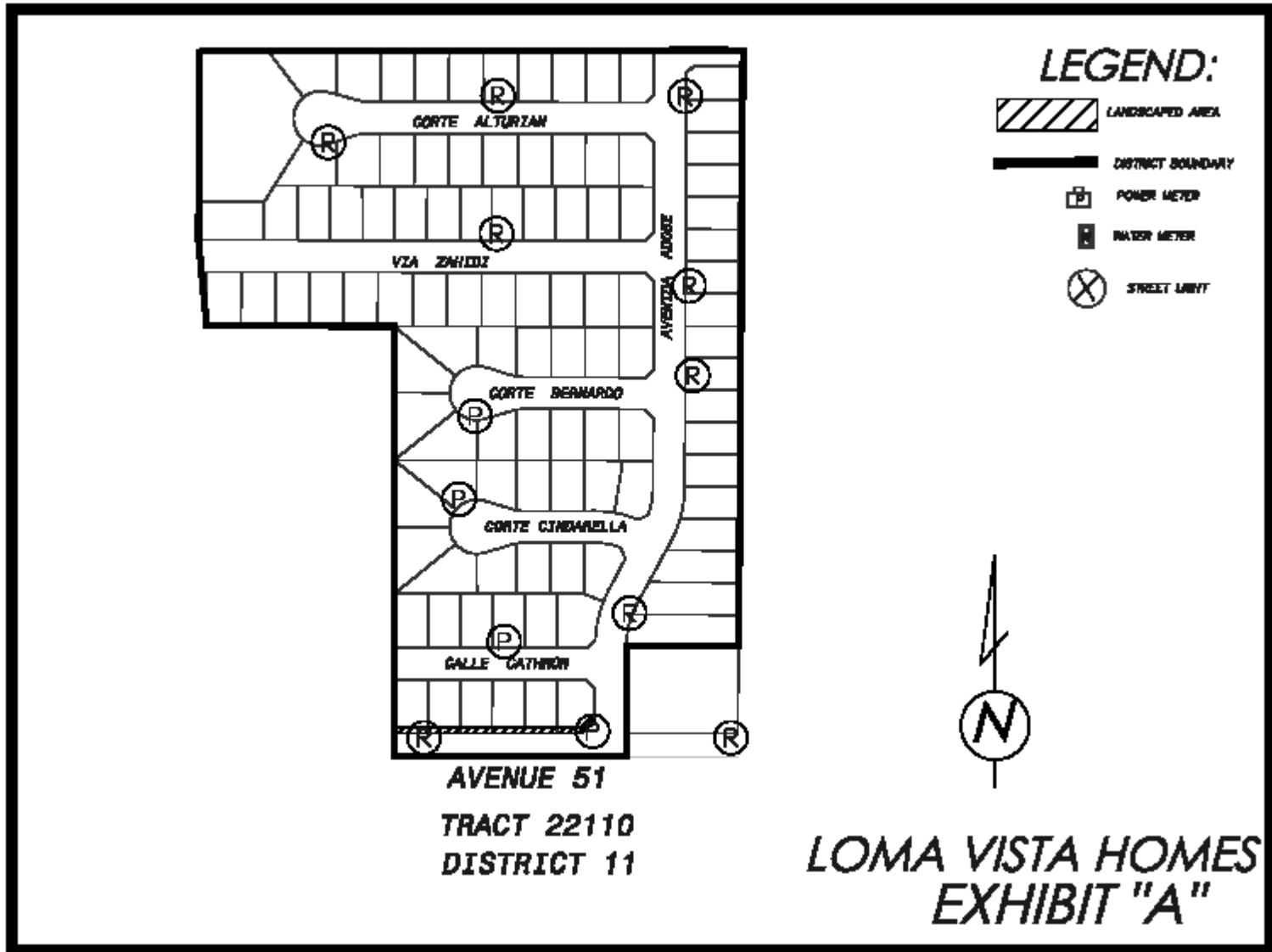


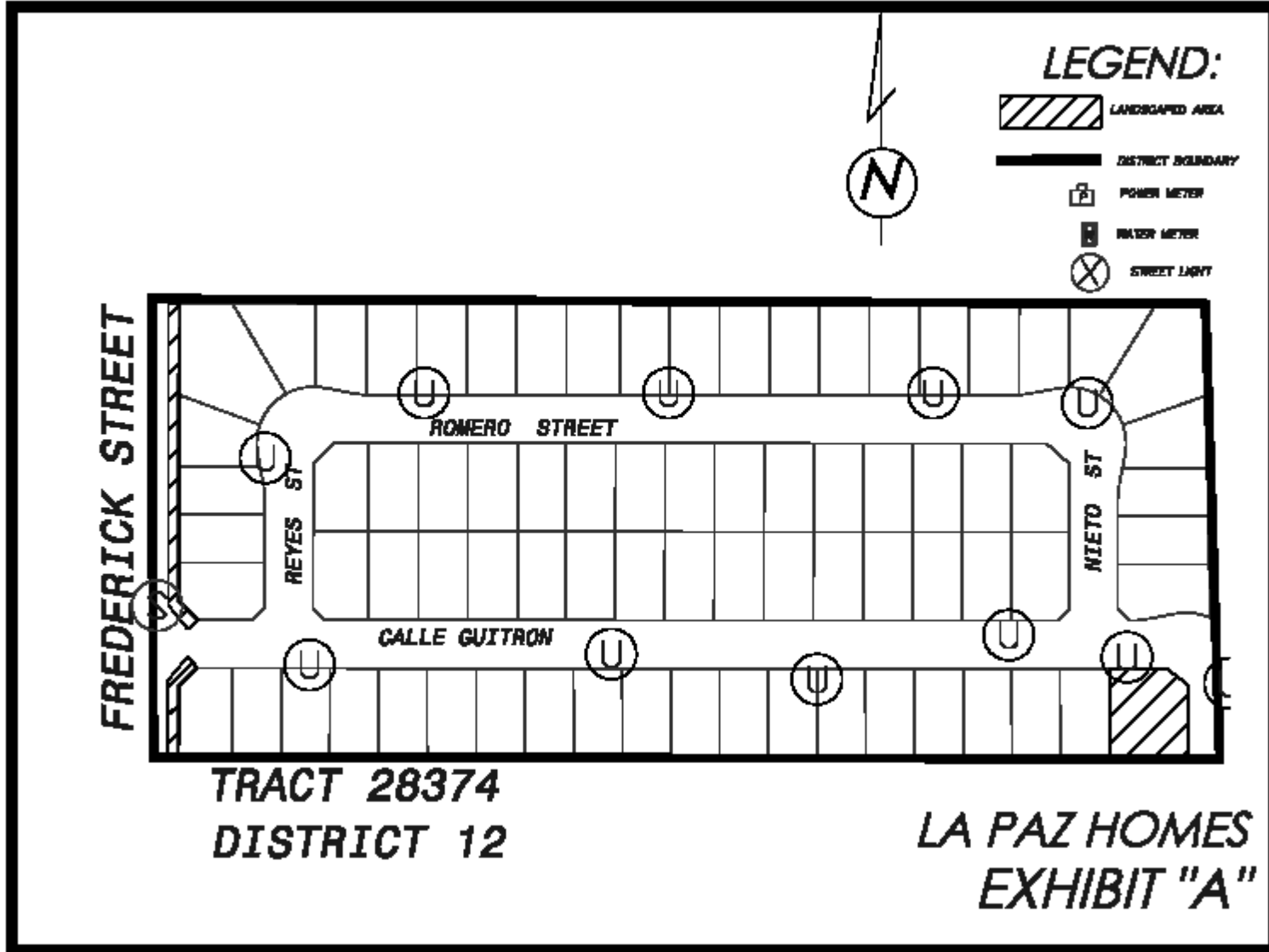


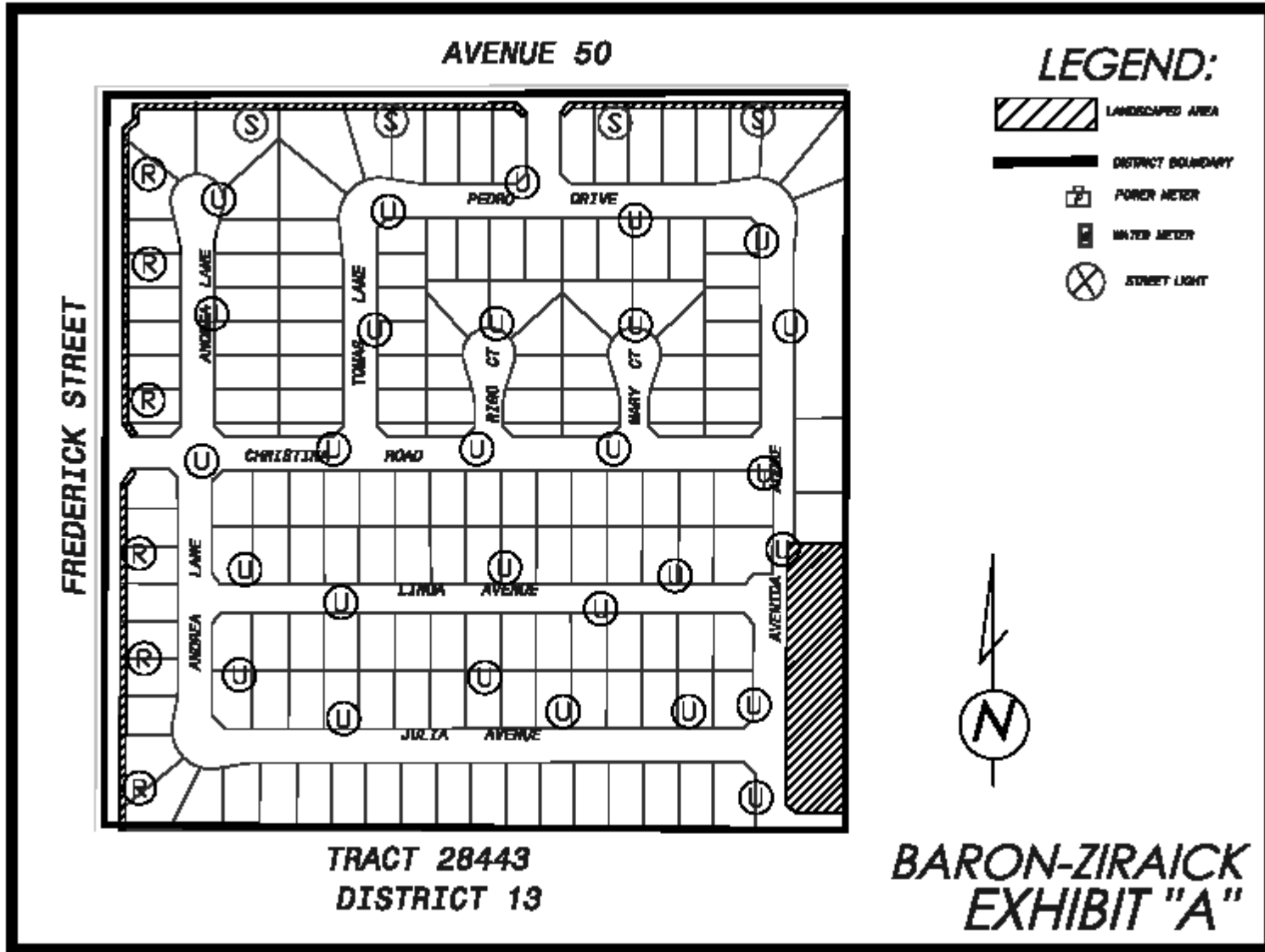


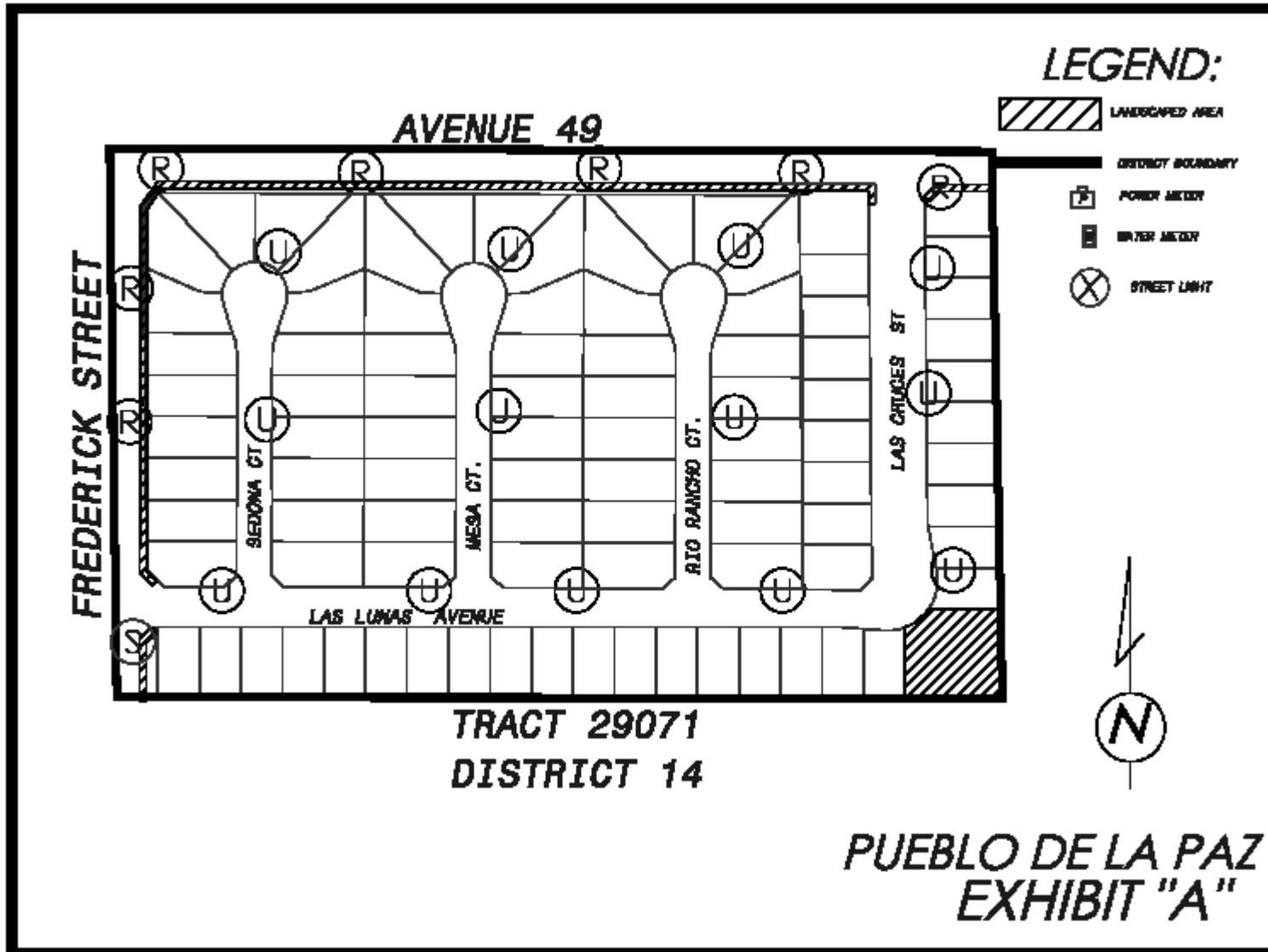


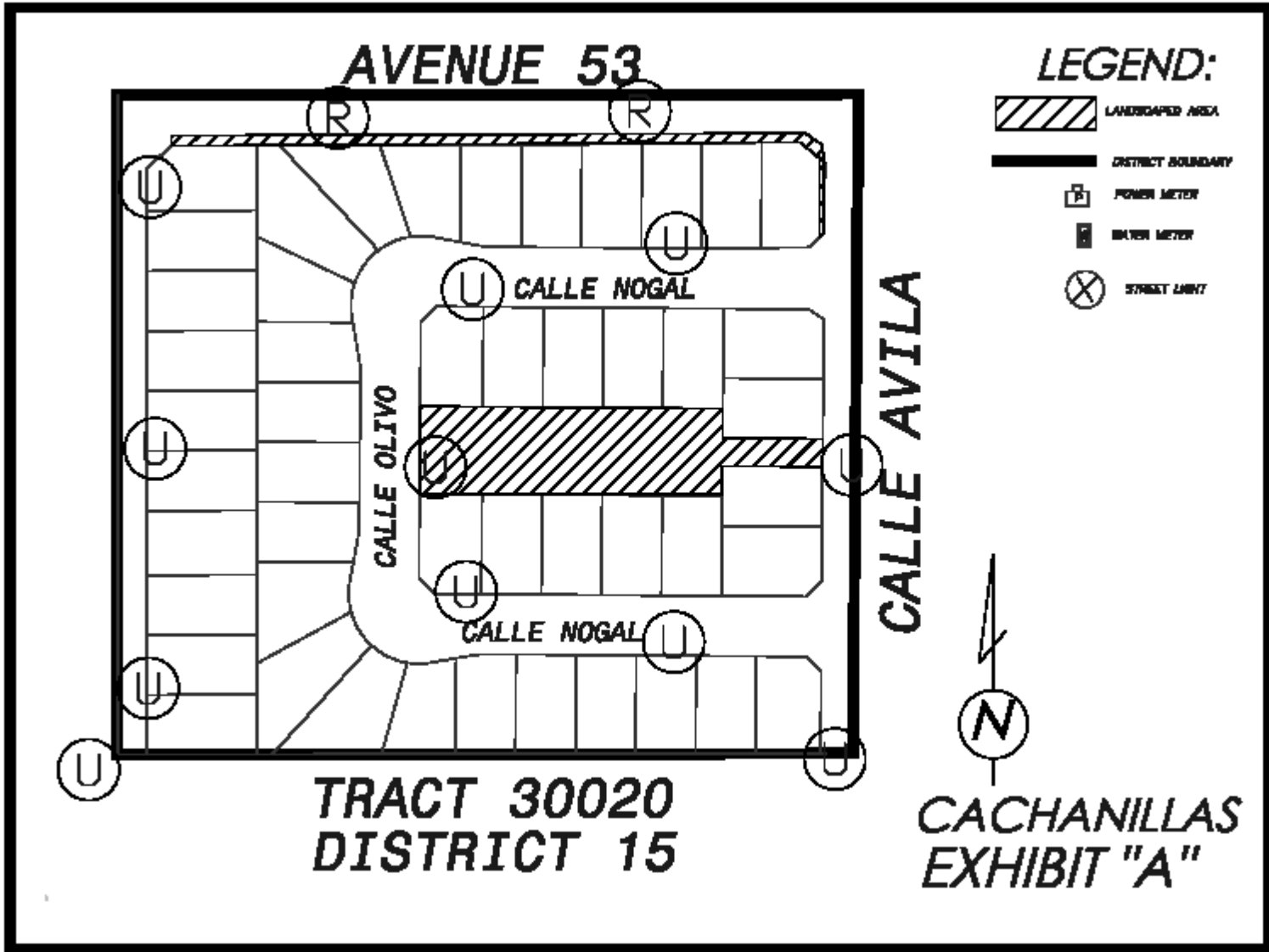




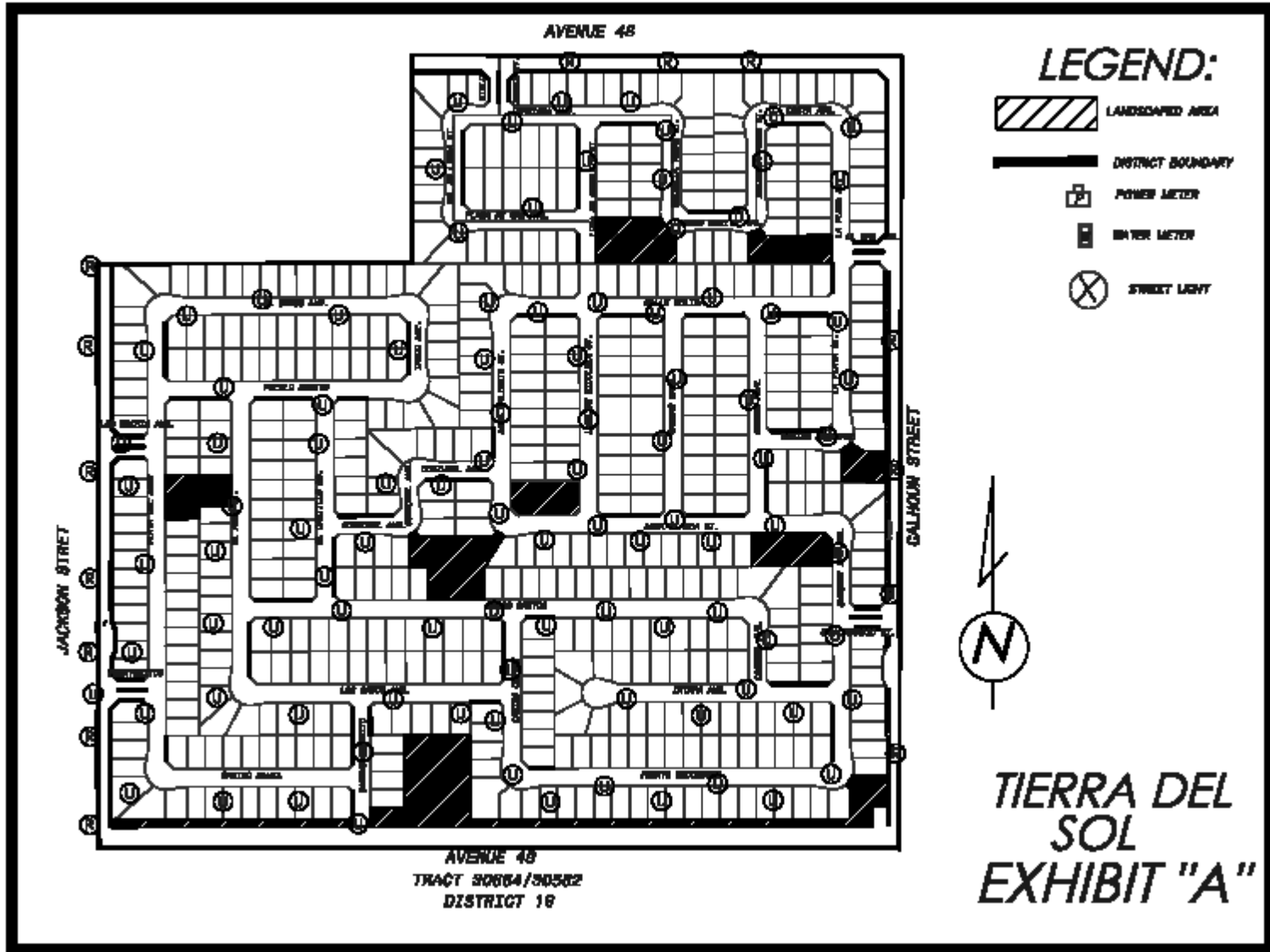


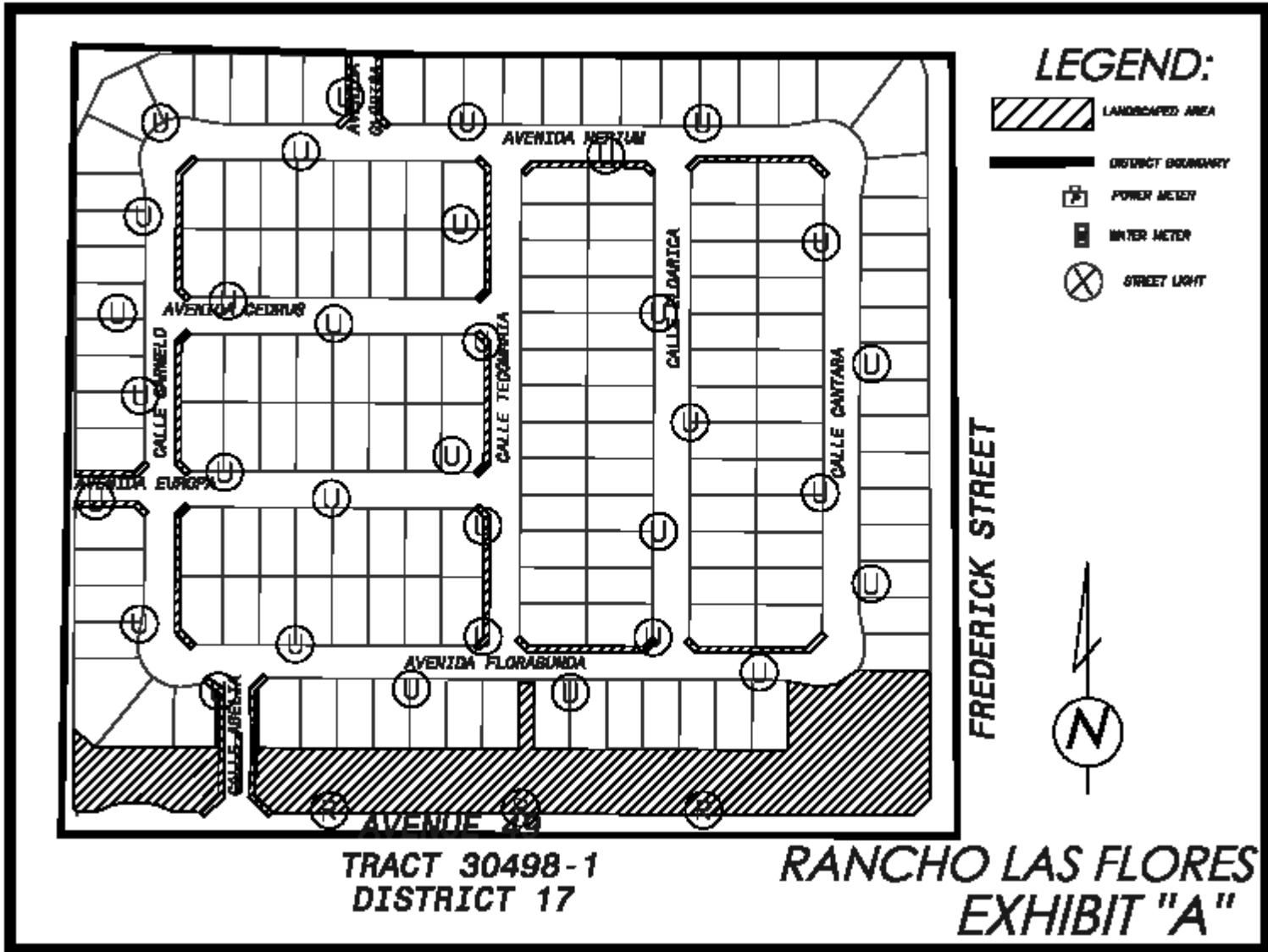


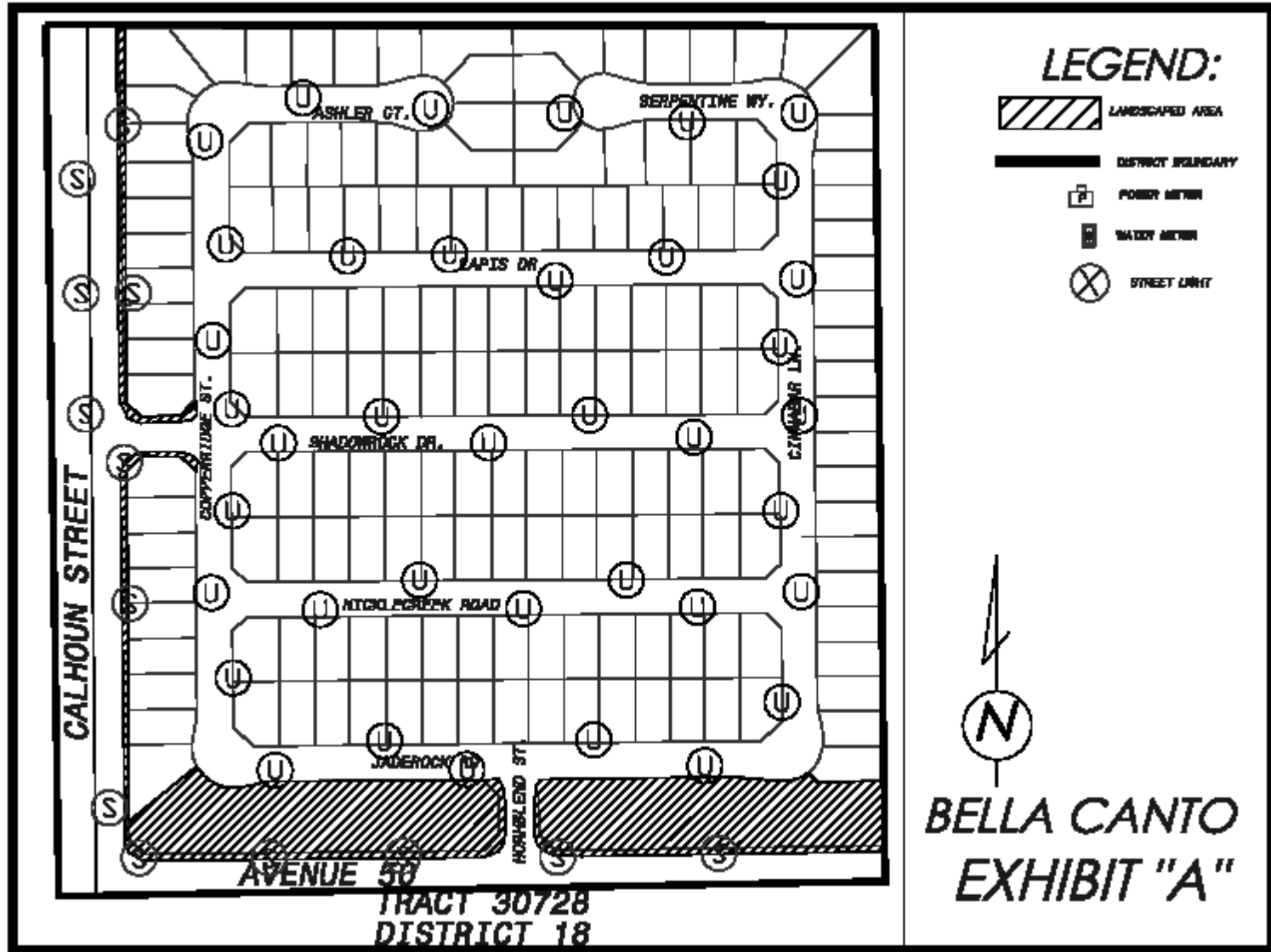


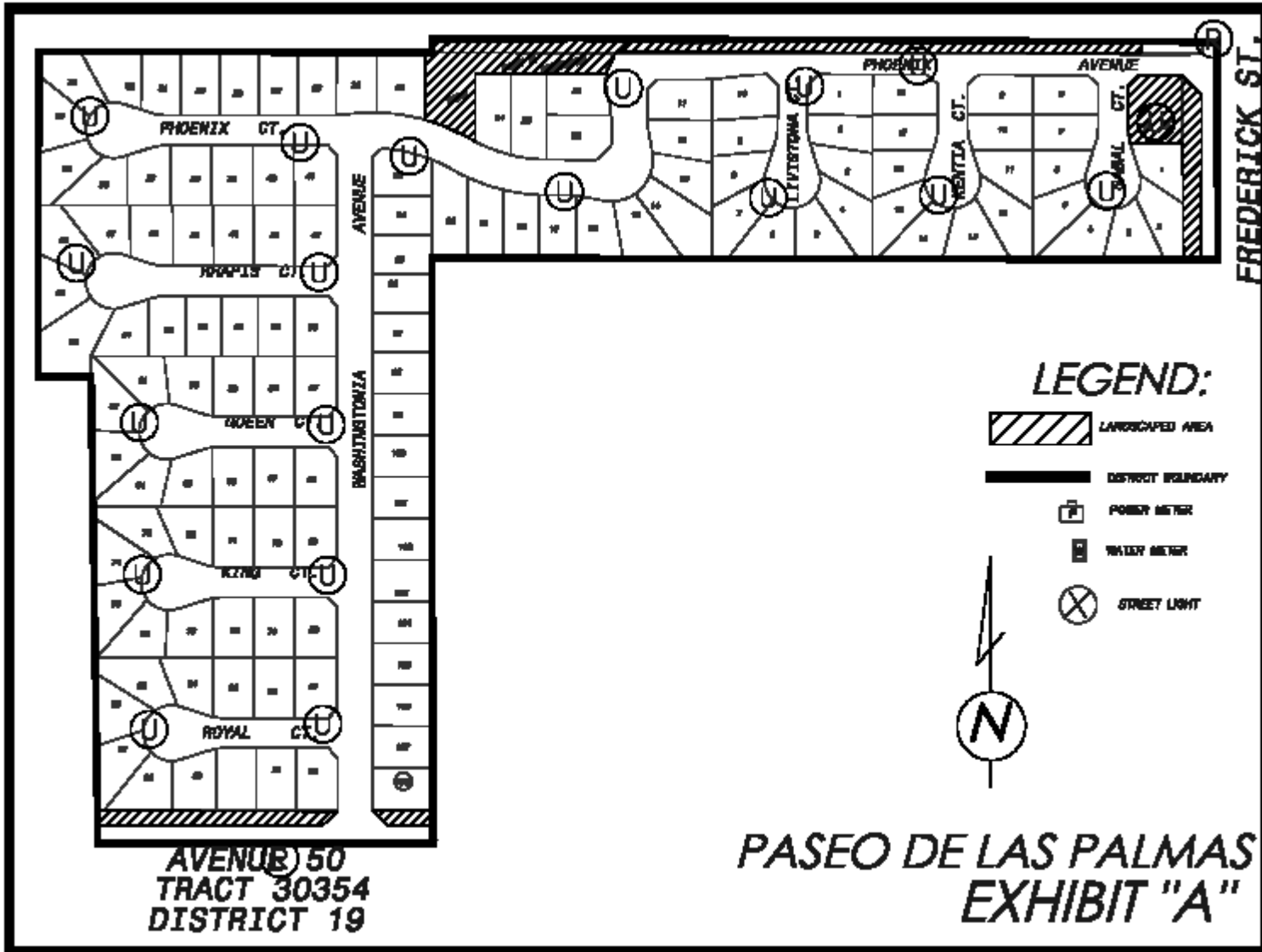


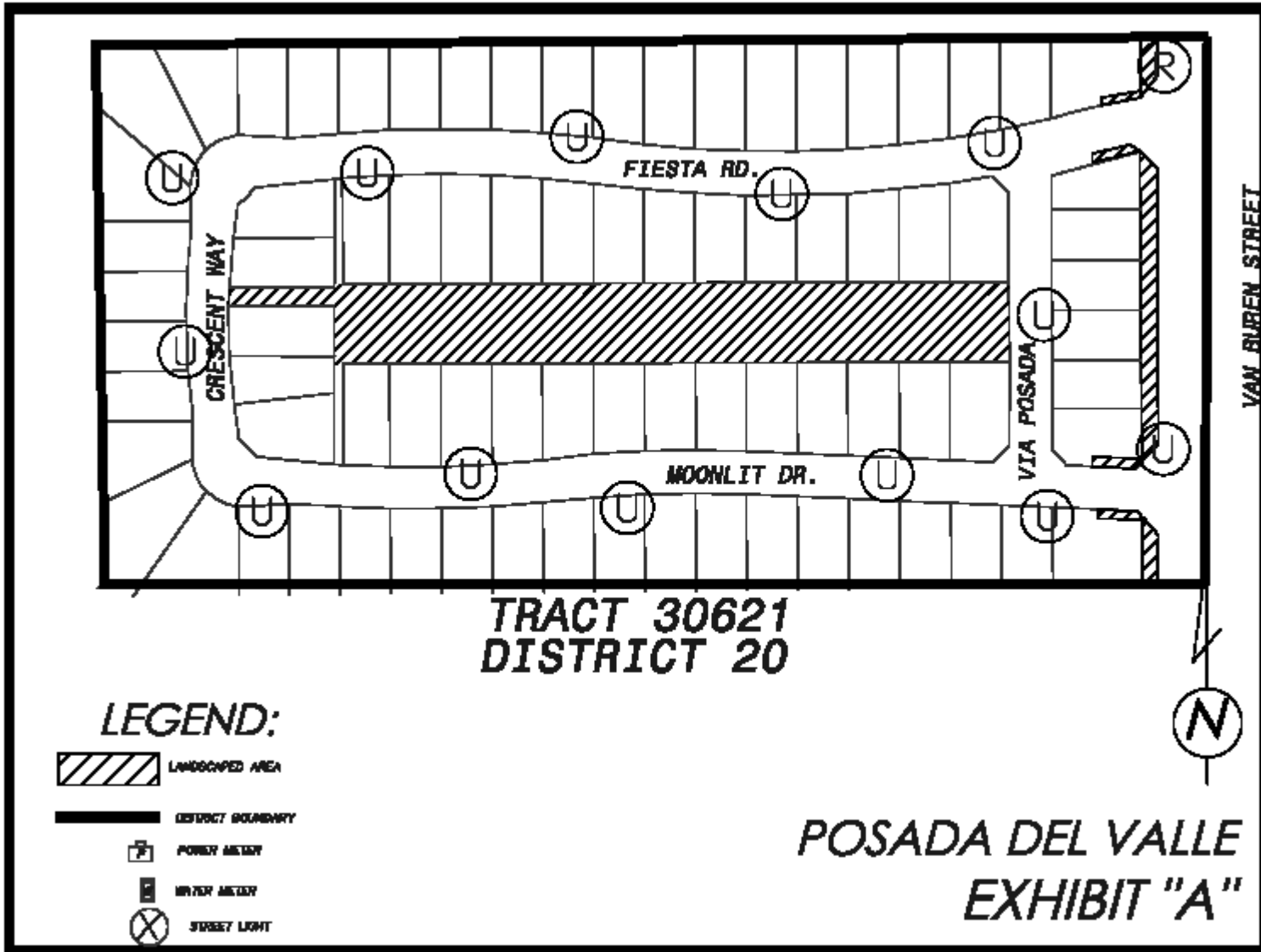


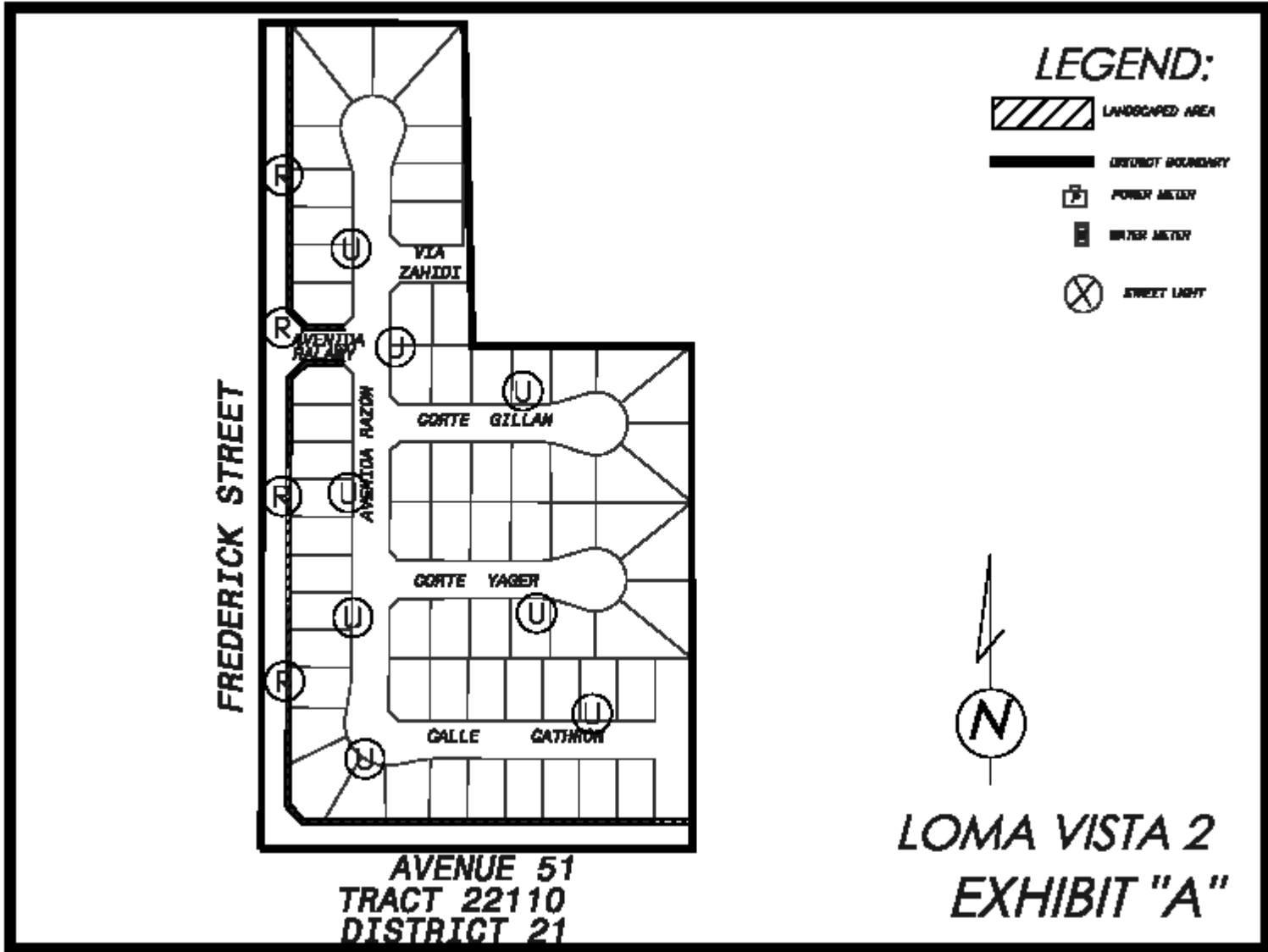


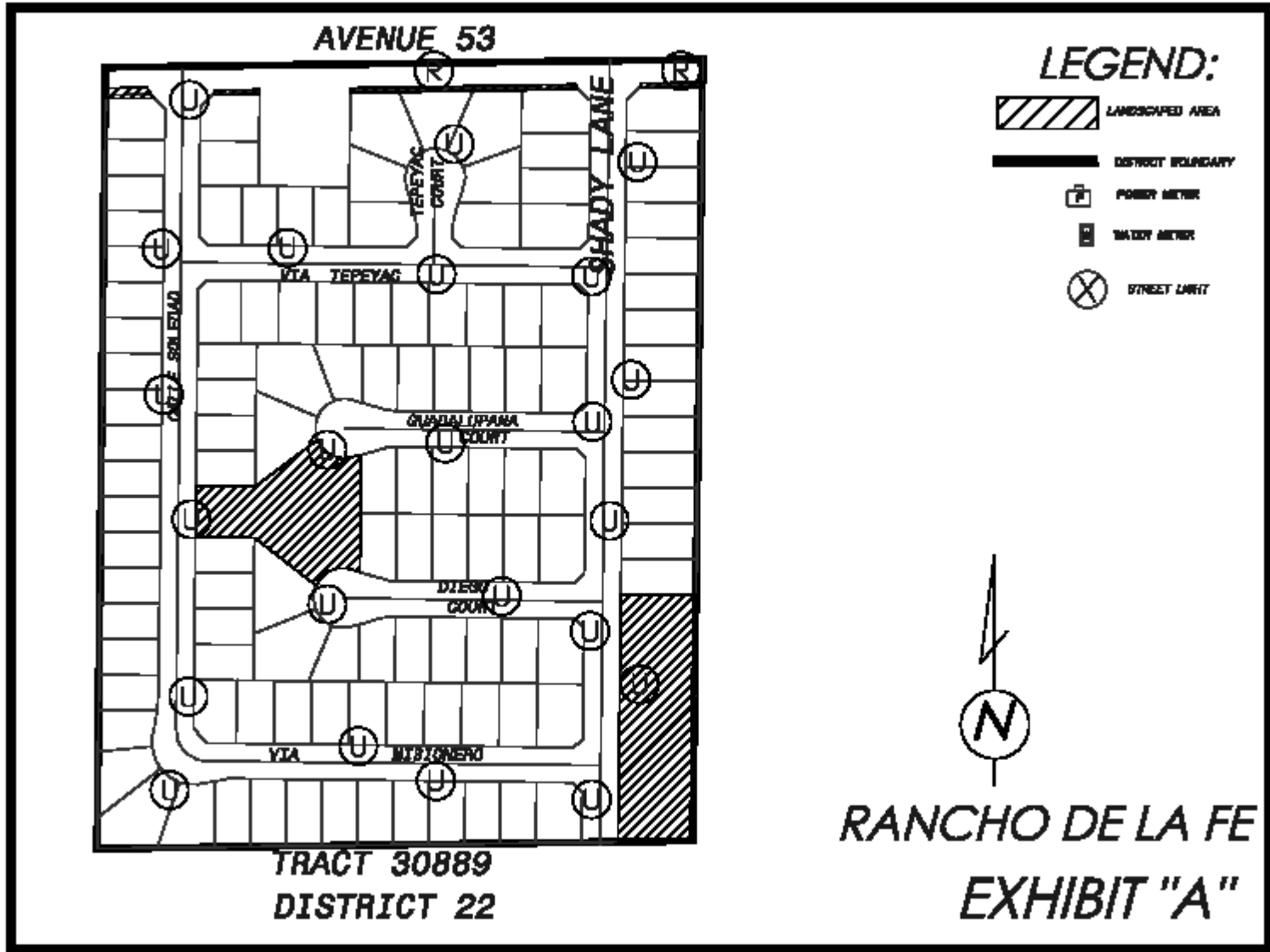


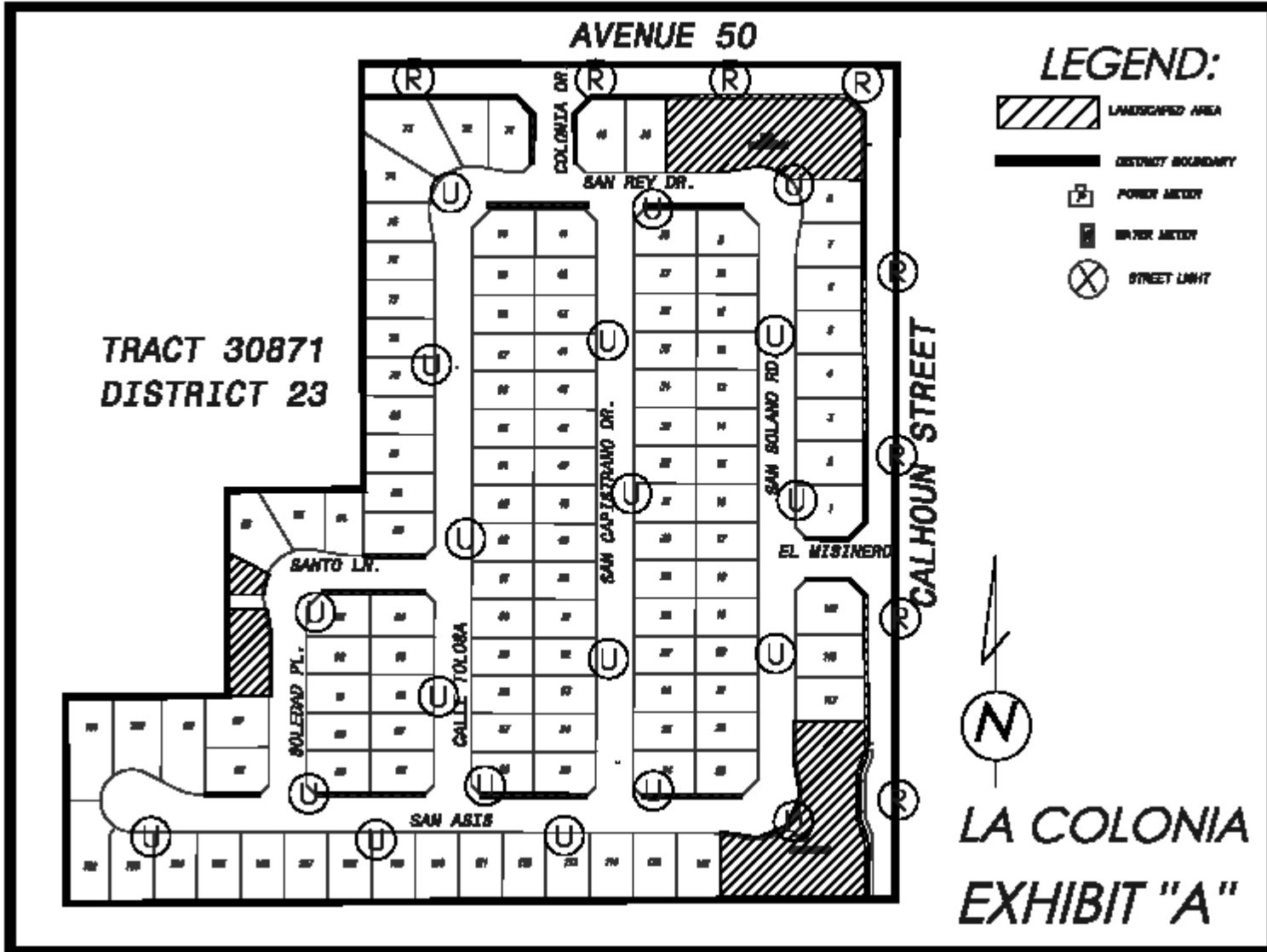






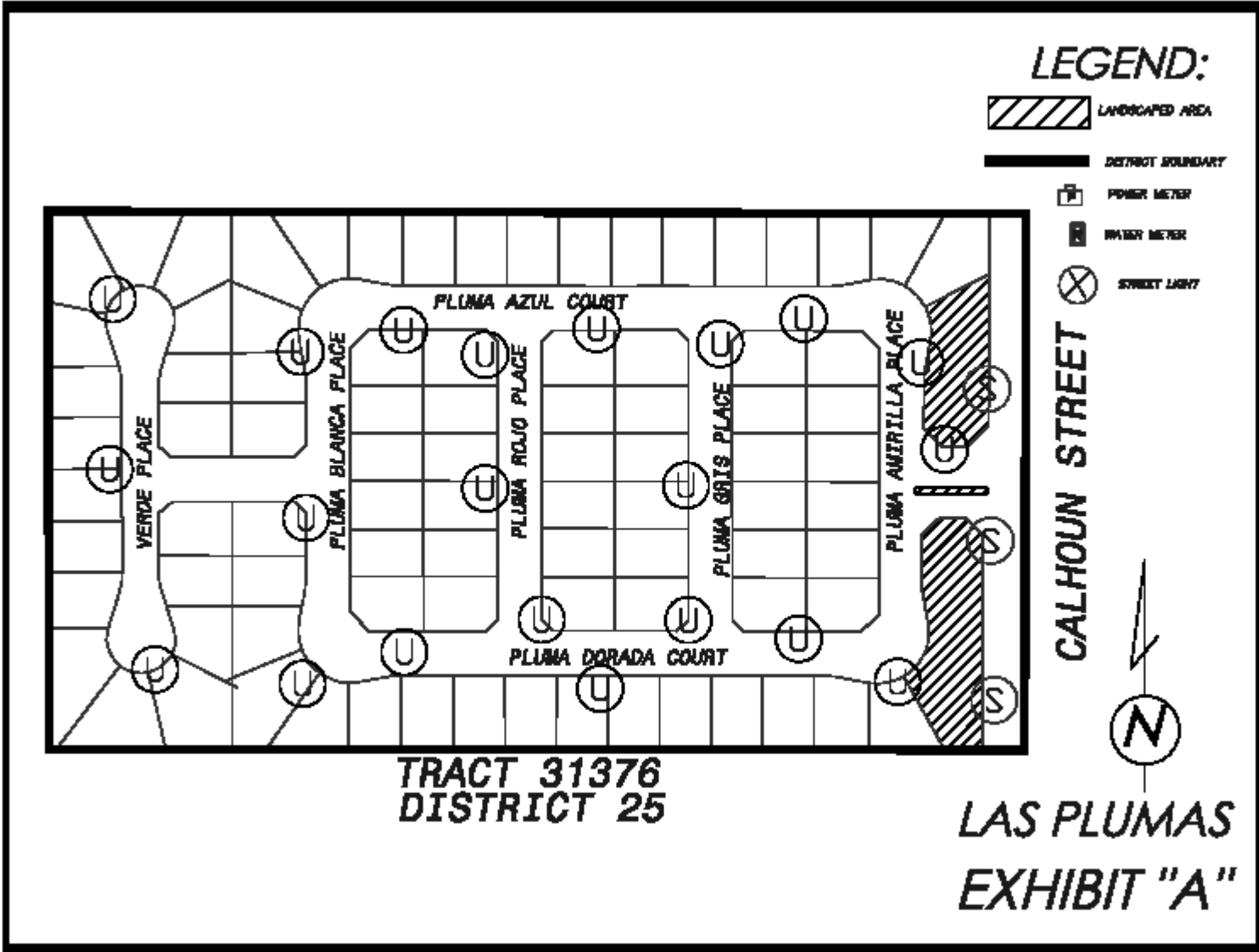


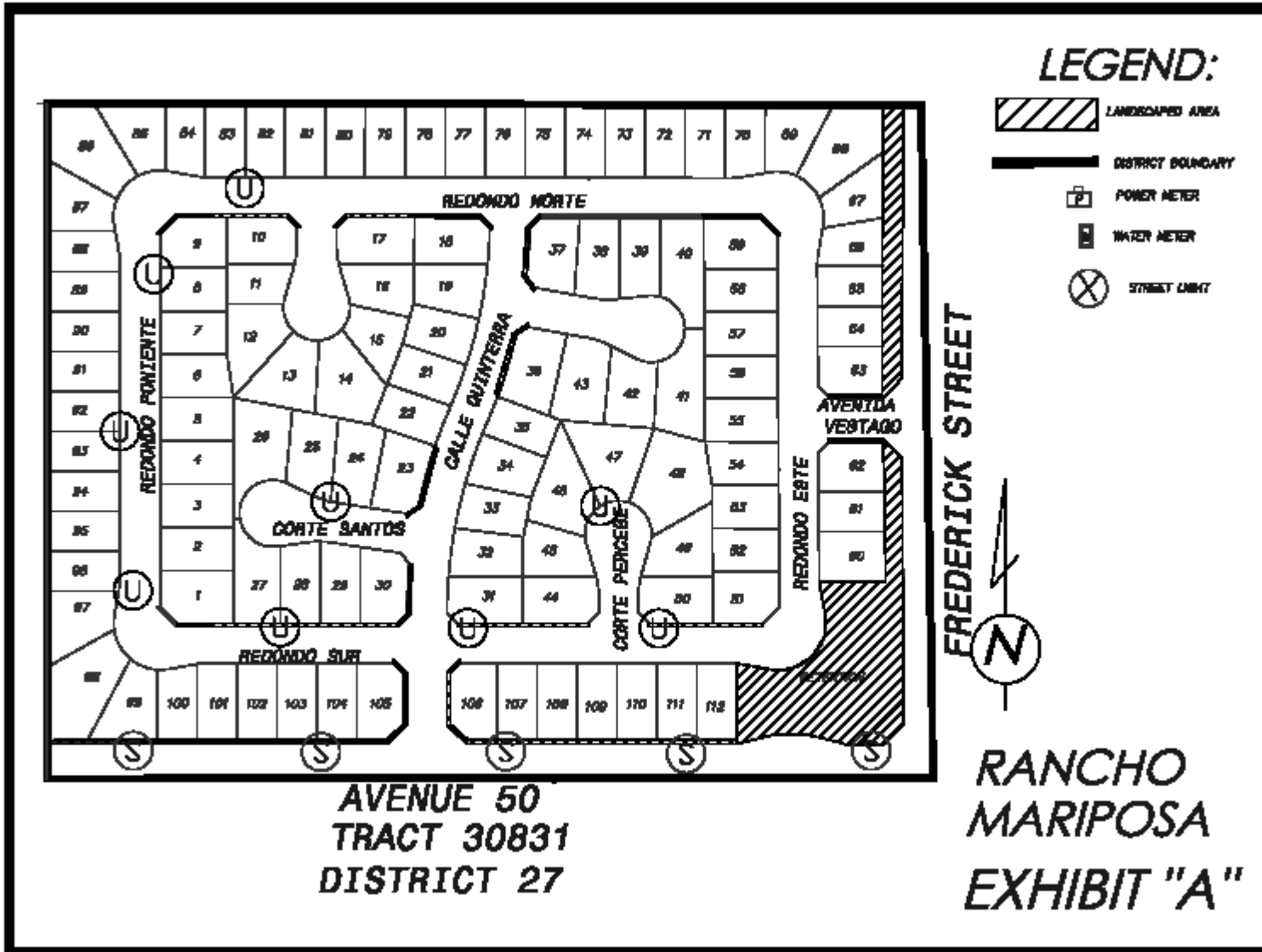


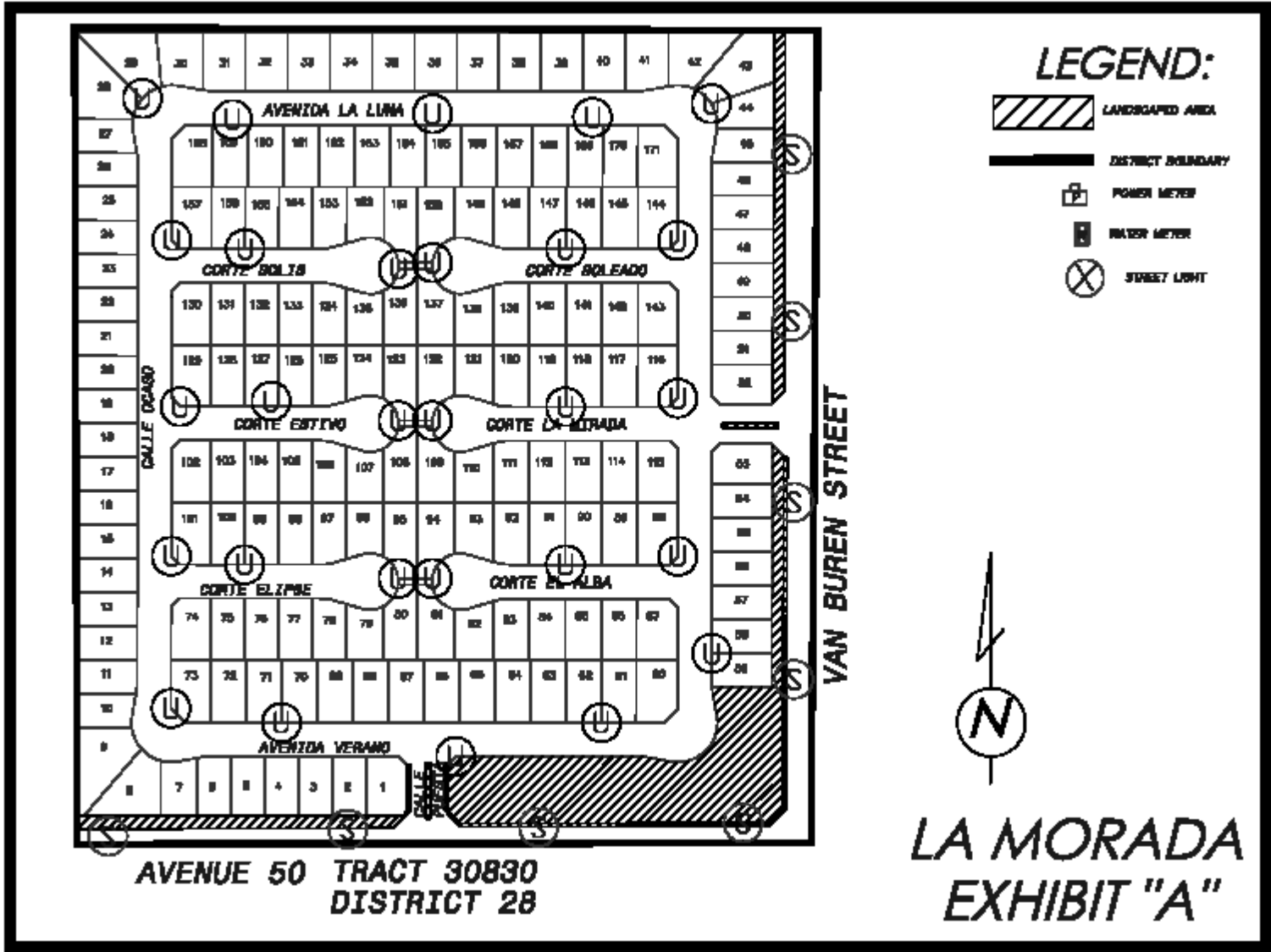


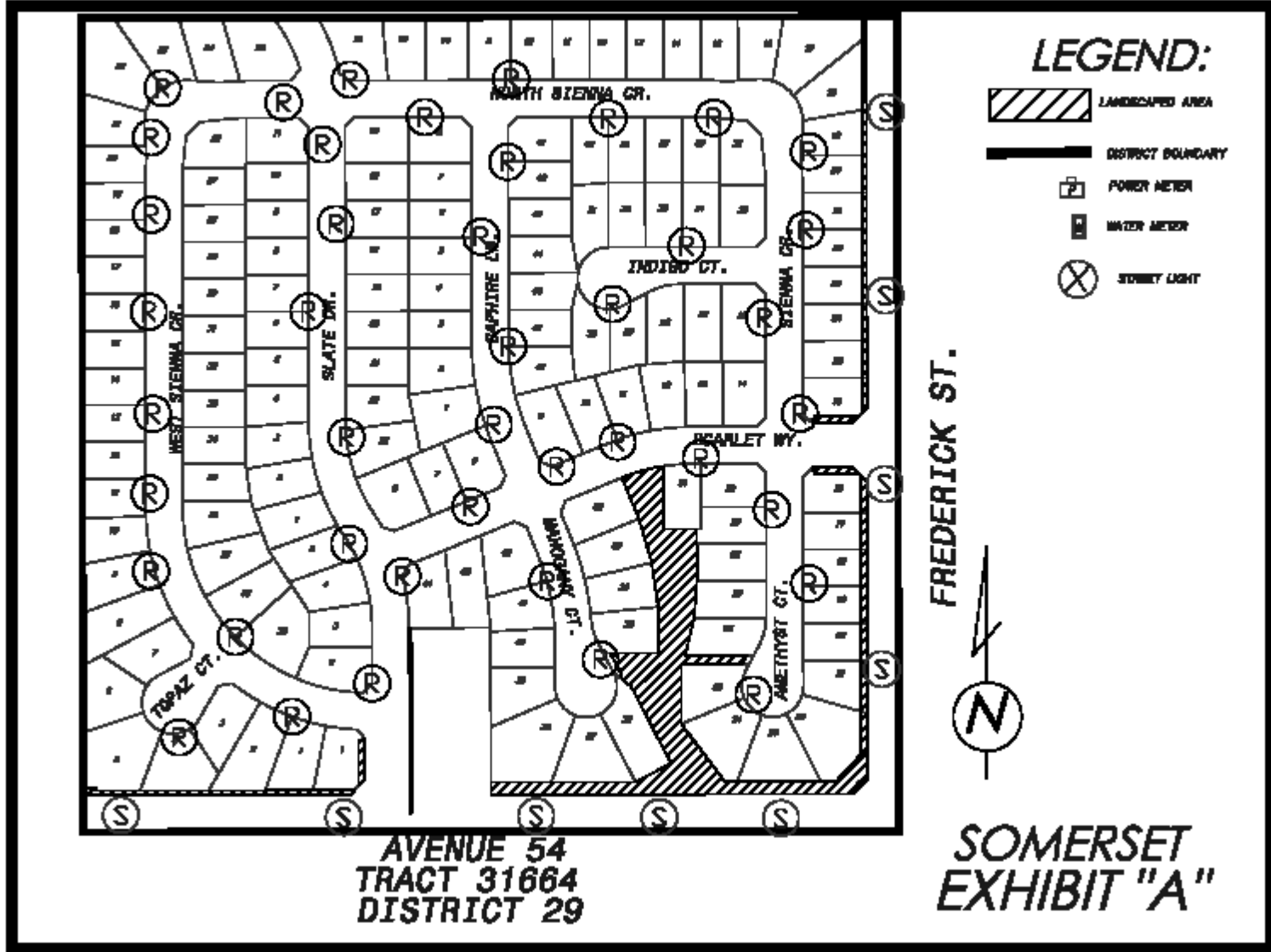






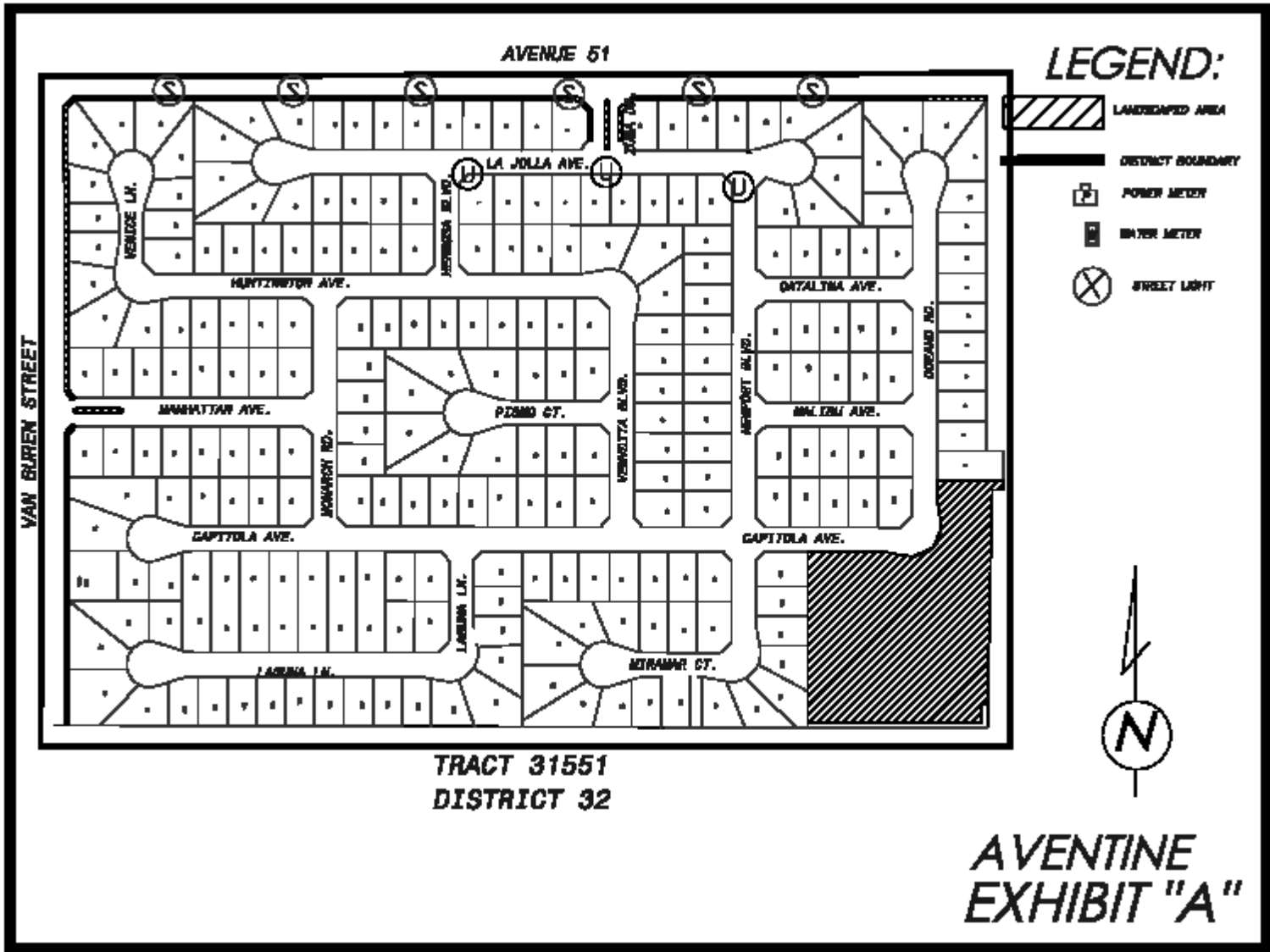




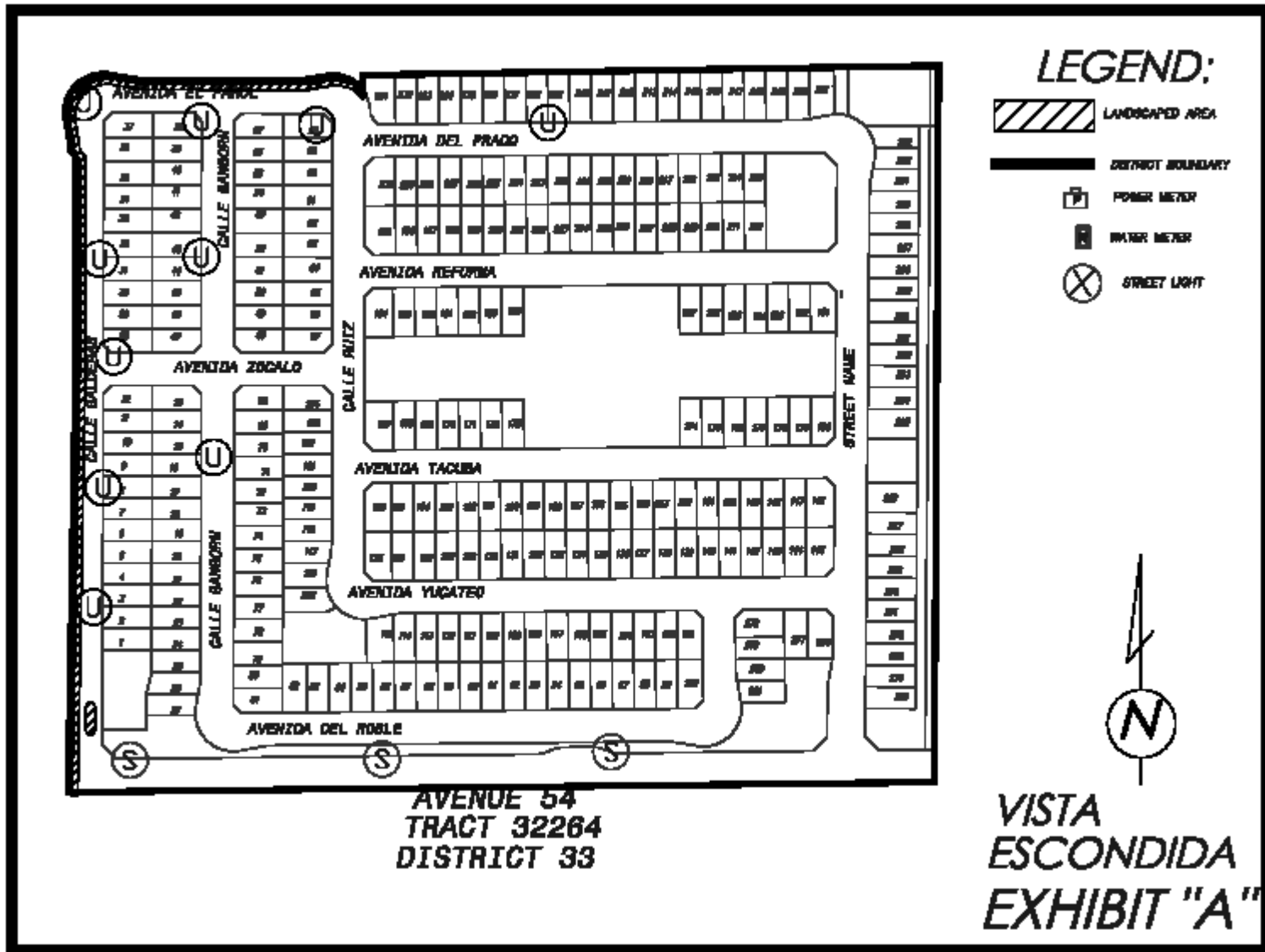


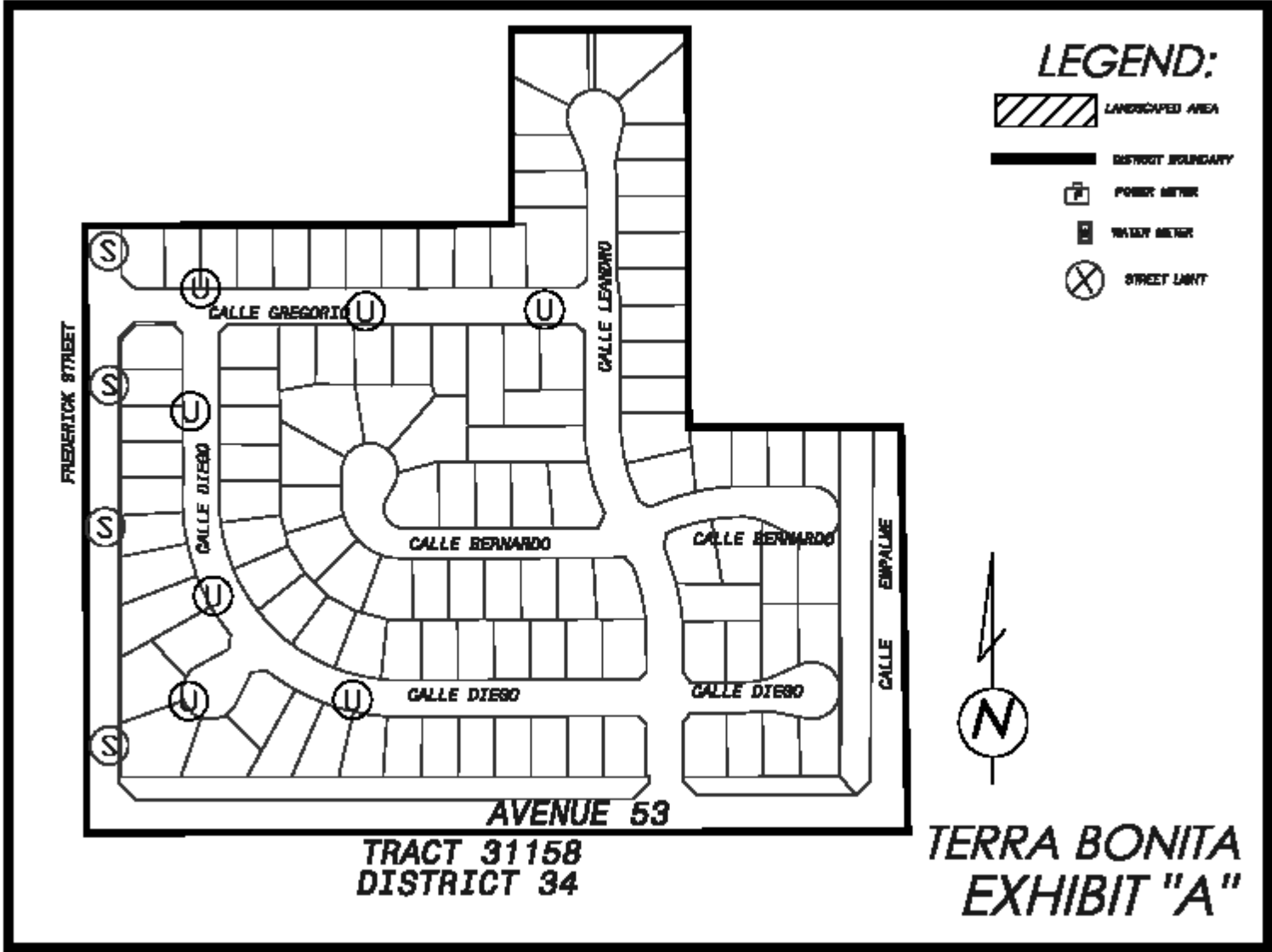


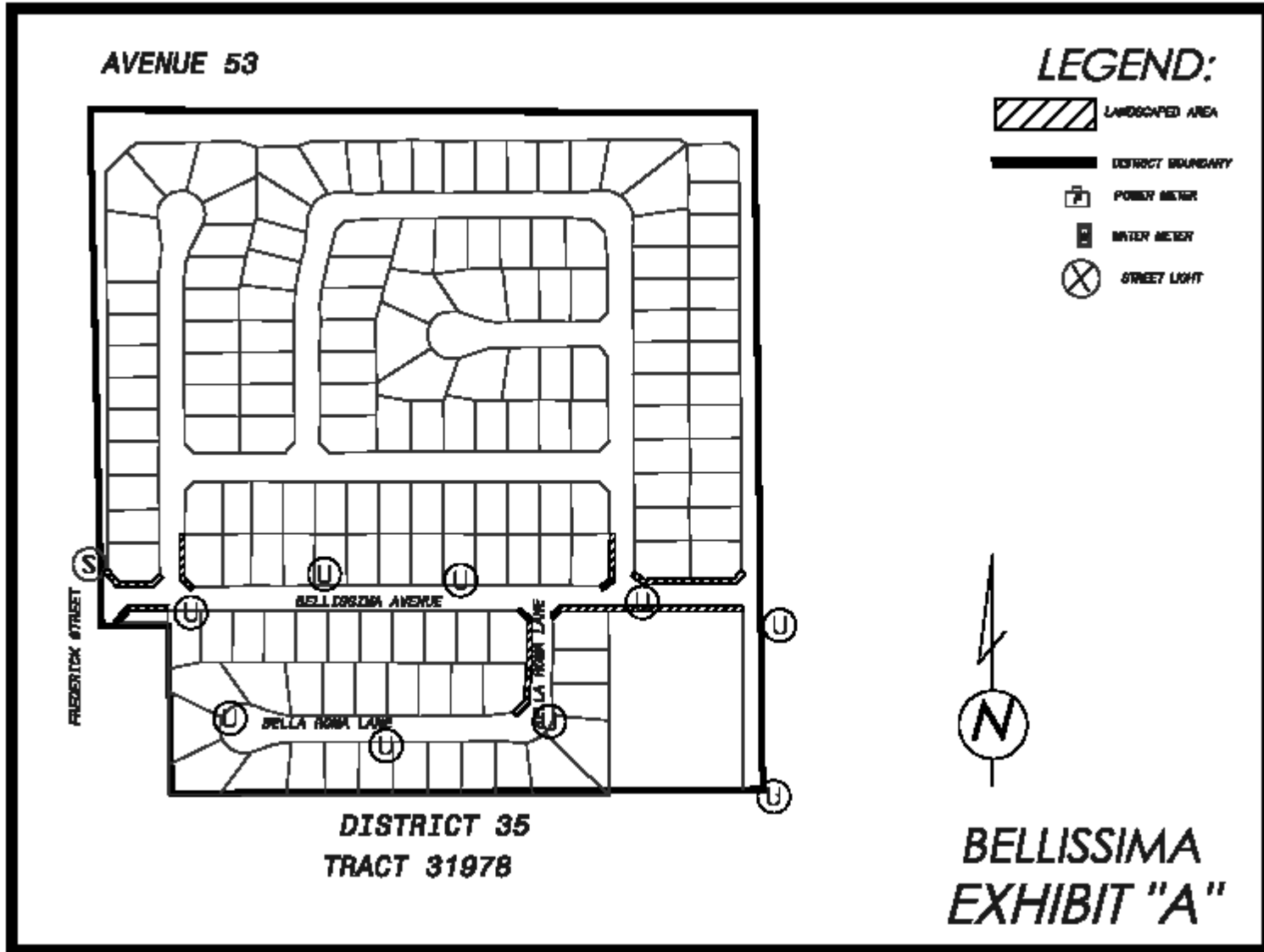




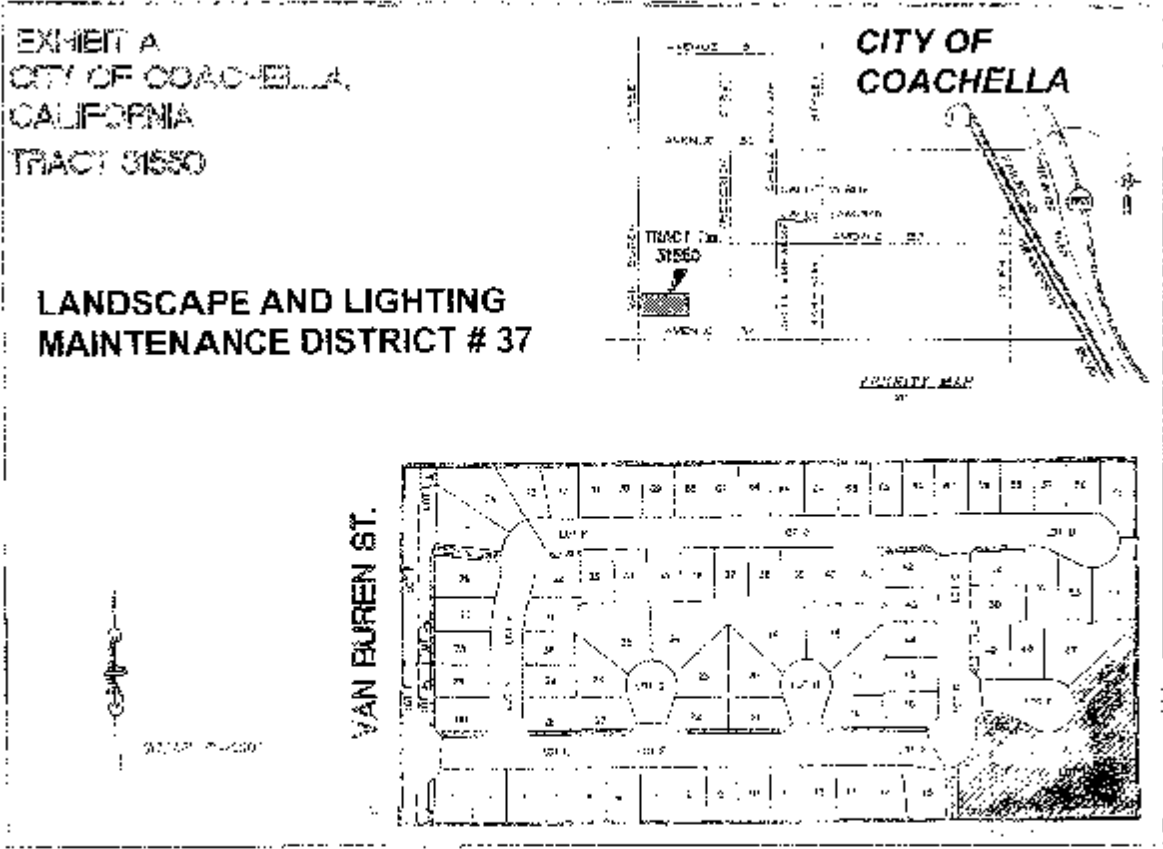














Engineer's Annual Levy Report Fiscal year 2021/2022  
Landscaping and Lighting Maintenance Assessment Districts

**Exhibit B – 2021/2022 Collection Roll**

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Riverside County Assessor's map for the year in which this report is prepared.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways, including public greenbelts and parkways; utility right-of-ways; common areas (such as in condominium complexes); landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed; and park properties and other publicly owned, government-owned, public utility-owned properties that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

The land use classification for each parcel has been based on the Riverside County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, have been prepared by the City, and by reference is made part of this report.

At the conclusion of the public hearing on the proposed assessment, the returned property owner assessment ballots will be tabulated for any District so balloted, and the City Council will declare the result of that balloting. Based on balloting results (if any), the City Council may amend this Report or Approve the Report as submitted. Approval of the Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel, and thereby constitutes the approved levy and collection of assessments for Fiscal Year 2021/2022. Said listing of parcels to be assessed shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/2022.

If any parcel submitted for collection is identified by County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel number(s) will be identified and resubmitted to the County Auditor/Controller or mailed directly to the parcel/property owner. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Engineer’s Annual Levy Report Fiscal year 2021/2022  
 Landscaping and Lighting Maintenance Assessment Districts

**Exhibit B – 2021/2022 Collection Roll / District Budget**

<b>District Budget Fiscal Year 2021/2022</b>						
<b>Levy Components</b>	<b>District 1</b>	<b>District 2</b>	<b>District 3</b>	<b>District 4</b>	<b>District 5</b>	<b>District 6</b>
<b>Direct Costs</b>						
Utilities Water	2,220.00	-	1,400.00	400.00	-	-
Utilities Electric	1,400.00	2,790.00	2,800.00	800.00	-	4,700.00
Landscape Maintenance	9,846.00	6,102.00	4,004.00	3,012.00	-	8,688.00
Storm Drain	-	-	-	-	-	-
Repair and Maintenance	400.00	-	200.00	200.00	-	-
Professional Services	420.00	300.00	420.00	340.00	-	340.00
<b>Total Direct Costs</b>	<b>14,286.00</b>	<b>9,192.00</b>	<b>8,824.00</b>	<b>4,752.00</b>	<b>-</b>	<b>13,728.00</b>
<b>Administrative Costs</b>						
County Administrative Fee	185.00	186.00	207.00	159.00	-	203.00
Systems Management Fee	2,292.65	1,485.76	1,430.78	778.05	-	2,207.09
<b>Total Administrative Costs</b>	<b>2,477.65</b>	<b>1,671.76</b>	<b>1,637.78</b>	<b>937.05</b>	<b>-</b>	<b>2,410.09</b>
<b>Fund Balance (Deficit)</b>						
Projected Beginning Balance	(16,723.26)	(5,567.67)	(36,540.66)	12,304.33	-	(183,468.82)
Total Costs	(16,763.65)	(10,863.76)	(10,461.78)	(5,689.05)	-	(16,138.09)
2021/2022 Levy	13,919.20	7,768.80	17,267.40	6,231.72	-	36,641.88
Operating Reserve	-	-	-	3,115.86	-	-
Capital Improv. Reserve	-	-	-	-	-	-
Projected Ending Balance	(19,567.71)	(8,662.63)	(29,735.04)	15,962.86	-	(162,965.03)
<b>Ending Balance Classifications</b>						
District Reserve (Deficit)	(19,567.71)	(8,662.63)	(29,735.04)	12,847.00	-	(162,965.03)
Operating Reserves	-	-	-	3,115.86	-	-
Capital Improv. Reserve	-	-	-	-	-	-
<b>Available Balance (Deficit)</b>	<b>(19,567.71)</b>	<b>(8,662.63)</b>	<b>(29,735.04)</b>	<b>15,962.86</b>	<b>-</b>	<b>(162,965.03)</b>
<b>District Statistics</b>						
Total Parcels Levied	127	130	181	66	-	171
2020/2021 Levy Per Parcel	109.60	59.76	95.40	94.42	-	214.28
2020/2021 Total Levy	13,919.20	7,768.80	17,267.40	6,231.72	-	36,641.88
2021/2022 Levy Per Parcel	109.60	59.76	95.40	94.42	-	214.28
<b>2021/2022 Total Levy</b>	<b>13,919.20</b>	<b>7,768.80</b>	<b>17,267.40</b>	<b>6,231.72</b>	<b>-</b>	<b>36,641.88</b>



Engineer's Annual Levy Report Fiscal year 2021/2022  
 Landscaping and Lighting Maintenance Assessment Districts

<b>District Budget Fiscal Year 2021/2022</b>						
<b>Levy Components</b>	<b>District 7</b>	<b>District 8</b>	<b>District 9</b>	<b>District 10</b>	<b>District 11</b>	<b>District 12</b>
<b>Direct Costs</b>						
Utilities Water	1,300.00	-	500.00	-	620.00	700.00
Utilities Electric	3,160.00	-	850.00	1,200.00	1,200.00	1,155.00
Landscape Maintenance	5,544.00	-	6,348.00	840.00	2,554.00	4,662.00
Storm Drain	-	-	-	-	-	-
Repair and Maintenance	200.00	-	200.00	-	2,000.00	5,000.00
Professional Services	340.00	300.00	340.00	300.00	1,340.00	1,340.00
<b>Total Direct Costs</b>	<b>10,544.00</b>	<b>300.00</b>	<b>8,238.00</b>	<b>2,340.00</b>	<b>7,714.00</b>	<b>12,857.00</b>
<b>Administrative Costs</b>						
County Administrative Fee	199.00	189.00	144.00	162.00	175.00	163.00
Systems Management Fee	1,702.02	77.47	1,327.96	396.39	1,249.86	2,062.76
<b>Total Administrative Costs</b>	<b>1,901.02</b>	<b>266.47</b>	<b>1,471.96</b>	<b>558.39</b>	<b>1,424.86</b>	<b>2,225.76</b>
<b>Fund Balance (Deficit)</b>						
Projected Beginning Balance	(70,179.42)	(14,547.33)	(41,685.13)	(55,358.91)	26,866.01	59,393.43
Total Costs	(12,445.02)	(566.47)	(9,709.96)	(2,898.39)	(9,138.86)	(15,082.76)
2021/2022 Levy	24,616.90	3,485.88	5,645.44	6,139.50	8,899.80	13,300.00
Operating Reserve	-	-	-	-	4,449.90	6,650.00
Capital Improv. Reserve	-	-	-	-	-	-
Projected Ending Balance	(58,007.54)	(11,627.92)	(45,749.65)	(52,117.80)	31,076.85	64,260.67
<b>Ending Balance Classifications</b>						
District Reserve (Deficit)	(58,007.54)	(11,627.92)	(45,749.65)	(52,117.80)	26,626.95	57,610.67
Operating Reserves	-	-	-	-	4,449.90	6,650.00
Capital Improv. Reserve	-	-	-	-	-	-
<b>Available Balance (Deficit)</b>	<b>(58,007.54)</b>	<b>(11,627.92)</b>	<b>(45,749.65)</b>	<b>(52,117.80)</b>	<b>31,076.85</b>	<b>64,260.67</b>
<b>District Statistics</b>						
Total Parcels Levied	161	138	32	75	105	76
2020/2021 Levy Per Parcel	152.90	25.26	176.42	81.86	84.76	150.00
2020/2021 Total Levy	24,616.90	3,485.88	5,645.44	6,139.50	8,899.80	11,400.00
2021/2022 Levy Per Parcel	152.90	25.26	176.42	81.86	84.76	175.00
<b>2021/2022 Total Levy</b>	<b>24,616.90</b>	<b>3,485.88</b>	<b>5,645.44</b>	<b>6,139.50</b>	<b>8,899.80</b>	<b>13,300.00</b>

Engineer’s Annual Levy Report Fiscal year 2021/2022  
 Landscaping and Lighting Maintenance Assessment Districts

<b>District Budget Fiscal Year 2021/2022</b>						
<b>Levy Components</b>	<b>District 13</b>	<b>District 14</b>	<b>District 15</b>	<b>District 16</b>	<b>District 17</b>	<b>District 18</b>
<b>Direct Costs</b>						
Utilities Water	2,040.00	3,200.00	6,200.00	40,000.00	13,820.00	5,000.00
Utilities Electric	3,990.00	2,415.00	1,175.00	12,000.00	3,360.00	6,300.00
Landscape Maintenance	24,198.00	6,844.00	6,716.00	131,470.00	31,956.00	28,156.00
Storm Drain	-	-	-	-	6,000.00	4,500.00
Repair and Maintenance	2,000.00	2,000.00	2,000.00	130,000.00	40,000.00	5,000.00
Professional Services	380.00	380.00	340.00	11,860.00	11,940.00	380.00
<b>Total Direct Costs</b>	<b>32,608.00</b>	<b>14,839.00</b>	<b>16,431.00</b>	<b>325,330.00</b>	<b>107,076.00</b>	<b>49,336.00</b>
<b>Administrative Costs</b>						
County Administrative Fee	202.00	169.00	151.00	364.00	199.00	203.00
Systems Management Fee	5,198.10	2,377.72	2,627.09	51,599.81	16,995.62	7,848.48
<b>Total Administrative Costs</b>	<b>5,400.10</b>	<b>2,546.72</b>	<b>2,778.09</b>	<b>51,963.81</b>	<b>17,194.62</b>	<b>8,051.48</b>
<b>Fund Balance (Deficit)</b>						
Projected Beginning Balance	80,460.97	27,680.18	38,913.08	1,157,580.35	164,099.17	(102,000.78)
Total Costs	(38,008.10)	(17,385.72)	(19,209.09)	(377,293.81)	(124,270.62)	(57,387.48)
2021/2022 Levy	57,748.32	31,451.40	25,920.00	457,875.00	76,950.00	100,231.28
Operating Reserve	28,874.16	15,725.70	12,960.00	228,937.50	38,475.00	-
Capital Improv. Reserve	-	-	-	-	-	-
Projected Ending Balance	129,075.35	57,471.56	58,583.99	1,467,099.04	155,253.55	(59,156.98)
<b>Ending Balance Classifications</b>						
District Reserve (Deficit)	201.19	41,745.86	45,623.99	638,161.54	86,778.55	(59,156.98)
Operating Reserves	28,874.16	15,725.70	12,960.00	228,937.50	38,475.00	-
Capital Improv. Reserve	100,000.00	-	-	600,000.00	30,000.00	-
<b>Available Balance (Deficit)</b>	<b>129,075.35</b>	<b>57,471.56</b>	<b>58,583.99</b>	<b>1,467,099.04</b>	<b>155,253.55</b>	<b>(59,156.98)</b>
<b>District Statistics</b>						
Total Parcels Levied	168	90	48	555	162	172
2020/2021 Levy Per Parcel	333.72	339.28	520.00	825.00	400.00	565.76
2020/2021 Total Levy	56,064.96	30,535.20	24,960.00	457,875.00	64,800.00	97,310.72
2021/2022 Levy Per Parcel	343.74	349.46	540.00	825.00	475.00	582.74
<b>2021/2022 Total Levy</b>	<b>57,748.32</b>	<b>31,451.40</b>	<b>25,920.00</b>	<b>457,875.00</b>	<b>76,950.00</b>	<b>100,231.28</b>

Engineer’s Annual Levy Report Fiscal year 2021/2022  
 Landscaping and Lighting Maintenance Assessment Districts

District Budget Fiscal Year 2021/2022						
Levy Components	District 19	District 20	District 21	District 22	District 23	District 24
<b>Direct Costs</b>						
Utilities Water	2,000.00	8,300.00	610.00	6,000.00	8,000.00	20,000.00
Utilities Electric	2,205.00	2,100.00	1,420.00	2,700.00	4,500.00	8,000.00
Landscape Maintenance	21,978.00	13,858.00	10,790.00	16,424.00	17,249.00	154,624.00
Storm Drain	-	4,000.00	-	12,000.00	2,000.00	8,000.00
Repair and Maintenance	20,000.00	20,000.00	10,000.00	35,000.00	500.00	15,000.00
Professional Services	1,500.00	11,380.00	340.00	1,420.00	550.00	620.00
<b>Total Direct Costs</b>	<b>47,683.00</b>	<b>59,638.00</b>	<b>23,160.00</b>	<b>73,544.00</b>	<b>32,799.00</b>	<b>206,244.00</b>
<b>Administrative Costs</b>						
County Administrative Fee	184.00	165.00	160.00	181.00	181.00	253.00
Systems Management Fee	7,583.59	9,474.61	3,694.60	11,680.28	5,225.03	32,715.39
<b>Total Administrative Costs</b>	<b>7,767.59</b>	<b>9,639.61</b>	<b>3,854.60</b>	<b>11,861.28</b>	<b>5,406.03</b>	<b>32,968.39</b>
<b>Fund Balance (Deficit)</b>						
Projected Beginning Balance	77,500.86	132,284.28	(54,198.39)	202,519.17	(232,239.33)	(256,379.62)
Total Costs	(55,450.59)	(69,277.61)	(27,014.60)	(85,405.28)	(38,205.03)	(239,212.39)
2021/2022 Levy	43,260.84	44,550.00	10,080.00	41,300.00	68,089.42	207,235.65
Operating Reserve	21,630.42	22,275.00	-	20,650.00	-	-
Capital Improv. Reserve	-	-	-	-	-	-
Projected Ending Balance	86,941.53	129,831.67	(71,132.99)	179,063.89	(202,354.94)	(288,356.36)
<b>Ending Balance Classifications</b>						
District Reserve (Deficit)	55,311.11	77,556.67	(71,132.99)	98,413.89	(202,354.94)	(288,356.36)
Operating Reserves	21,630.42	22,275.00	-	20,650.00	-	-
Capital Improv. Reserve	10,000.00	30,000.00	-	60,000.00	-	-
<b>Available Balance (Deficit)</b>	<b>86,941.53</b>	<b>129,831.67</b>	<b>(71,132.99)</b>	<b>179,063.89</b>	<b>(202,354.94)</b>	<b>(288,356.36)</b>
<b>District Statistics</b>						
Total Parcels Levied	126	81	70	118	119	291
2020/2021 Levy Per Parcel	315.00	520.00	139.80	300.00	555.52	691.40
2020/2021 Total Levy	39,690.00	42,120.00	9,786.00	35,400.00	66,106.88	201,197.40
2021/2022 Levy Per Parcel	343.34	550.00	144.00	350.00	572.18	712.15
<b>2021/2022 Total Levy</b>	<b>43,260.84</b>	<b>44,550.00</b>	<b>10,080.00</b>	<b>41,300.00</b>	<b>68,089.42</b>	<b>207,235.65</b>

Engineer's Annual Levy Report Fiscal year 2021/2022  
 Landscaping and Lighting Maintenance Assessment Districts

<b>District Budget Fiscal Year 2021/2022</b>						
<b>Levy Components</b>	<b>District 25</b>	<b>District 26</b>	<b>District 27</b>	<b>District 28</b>	<b>District 29</b>	<b>District 30</b>
<b>Direct Costs</b>						
Utilities Water	3,700.00	-	1,100.00	10,400.00	2,400.00	7,200.00
Utilities Electric	2,600.00	-	2,300.00	3,900.00	5,300.00	3,900.00
Landscape Maintenance	10,974.00	-	15,764.00	22,968.00	27,888.00	24,270.00
Storm Drain	6,200.00	-	5,750.00	5,080.00	8,000.00	4,500.00
Repair and Maintenance	20,000.00	-	3,000.00	2,000.00	30,000.00	40,000.00
Professional Services	11,340.00	-	340.00	380.00	11,420.00	11,500.00
<b>Total Direct Costs</b>	<b>54,814.00</b>	<b>-</b>	<b>28,254.00</b>	<b>44,728.00</b>	<b>85,008.00</b>	<b>91,370.00</b>
<b>Administrative Costs</b>						
County Administrative Fee	167.00		178.00	203.00	195.00	198.00
Systems Management Fee	8,710.66		4,504.49	7,118.43	13,498.74	14,507.15
<b>Total Administrative Costs</b>	<b>8,877.66</b>	<b>-</b>	<b>4,682.49</b>	<b>7,321.43</b>	<b>13,693.74</b>	<b>14,705.15</b>
<b>Fund Balance (Deficit)</b>						
Projected Beginning Balance	154,490.83	-	(212,212.26)	12,510.95	207,877.41	282,899.39
Total Costs	(63,691.66)	-	(32,936.49)	(52,049.43)	(98,701.74)	(106,075.15)
2021/2022 Levy	45,675.00	-	58,800.00	89,775.00	49,400.00	40,000.00
Operating Reserve	22,837.50	-	-	44,887.50	24,700.00	20,000.00
Capital Improv. Reserve	-	-	-	-	-	-
Projected Ending Balance	159,311.67	-	(186,348.75)	95,124.02	183,275.67	236,824.24
<b>Ending Balance Classifications</b>						
District Reserve (Deficit)	81,474.17	-	(186,348.75)	50,236.52	68,575.67	66,824.24
Operating Reserves	22,837.50	-	-	44,887.50	24,700.00	20,000.00
Capital Improv. Reserve	55,000.00	-	-	-	90,000.00	150,000.00
<b>Available Balance (Deficit)</b>	<b>159,311.67</b>	<b>-</b>	<b>(186,348.75)</b>	<b>95,124.02</b>	<b>183,275.67</b>	<b>236,824.24</b>
<b>District Statistics</b>						
Total Parcels Levied	87	-	112	171	152	160
2020/2021 Levy Per Parcel	480.00	-	480.00	480.00	300.00	200.00
2020/2021 Total Levy	41,760.00	-	53,760.00	82,080.00	45,600.00	32,000.00
2021/2022 Levy Per Parcel	525.00	-	525.00	525.00	325.00	250.00
<b>2021/2022 Total Levy</b>	<b>45,675.00</b>	<b>-</b>	<b>58,800.00</b>	<b>89,775.00</b>	<b>49,400.00</b>	<b>40,000.00</b>

Engineer's Annual Levy Report Fiscal year 2021/2022  
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<b>District Budget Fiscal Year 2021/2022</b>						
<b>Levy Components</b>	<b>District 31</b>	<b>District 32</b>	<b>District 33</b>	<b>District 34</b>	<b>District 35</b>	<b>District 36</b>
<b>Direct Costs</b>						
Utilities Water	5,300.00	4,400.00	22,000.00	2,800.00	1,600.00	3,300.00
Utilities Electric	4,000.00	5,300.00	2,500.00	2,800.00	3,500.00	3,100.00
Landscape Maintenance	24,930.00	42,344.00	36,074.00	2,004.00	10,828.00	22,364.00
Storm Drain	9,900.00	5,600.00	7,300.00	3,850.00	5,000.00	4,100.00
Repair and Maintenance	45,000.00	30,000.00	200,000.00	4,500.00	5,000.00	15,000.00
Professional Services	11,580.00	11,420.00	11,500.00	300.00	1,380.00	11,340.00
<b>Total Direct Costs</b>	<b>100,710.00</b>	<b>99,064.00</b>	<b>279,374.00</b>	<b>16,254.00</b>	<b>27,308.00</b>	<b>59,204.00</b>
<b>Administrative Costs</b>						
County Administrative Fee	242.00	236.00	249.00	166.00	152.00	176.00
Systems Management Fee	15,993.86	15,732.13	44,300.77	2,601.43	4,350.50	9,407.59
<b>Total Administrative Costs</b>	<b>16,235.86</b>	<b>15,968.13</b>	<b>44,549.77</b>	<b>2,767.43</b>	<b>4,502.50</b>	<b>9,583.59</b>
<b>Fund Balance (Deficit)</b>						
Projected Beginning Balance	403,766.55	244,021.54	598,241.91	(249,717.06)	29,597.18	144,457.98
Total Costs	(116,945.86)	(115,032.13)	(323,923.77)	(19,021.43)	(31,810.50)	(68,787.59)
2021/2022 Levy	86,125.00	112,500.00	169,200.00	54,625.00	28,175.00	39,960.00
Operating Reserve	43,062.50	56,250.00	84,600.00	-	14,087.50	19,980.00
Capital Improv. Reserve	-	-	-	-	-	-
Projected Ending Balance	416,008.19	297,739.41	528,118.14	(214,113.49)	40,049.18	135,610.39
<b>Ending Balance Classifications</b>						
District Reserve (Deficit)	52,945.69	61,489.41	308,518.14	(214,113.49)	25,961.68	55,630.39
Operating Reserves	43,062.50	56,250.00	84,600.00	-	14,087.50	19,980.00
Capital Improv. Reserve	320,000.00	180,000.00	135,000.00	-	-	60,000.00
<b>Available Balance (Deficit)</b>	<b>416,008.19</b>	<b>297,739.41</b>	<b>528,118.14</b>	<b>(214,113.49)</b>	<b>40,049.18</b>	<b>135,610.39</b>
<b>District Statistics</b>						
Total Parcels Levied	265	250	282	115	49	108
2020/2021 Levy Per Parcel	250.00	450.00	575.50	420.00	525.00	320.00
2020/2021 Total Levy	66,250.00	112,500.00	162,291.00	48,300.00	25,725.00	34,560.00
2021/2022 Levy Per Parcel	325.00	450.00	600.00	475.00	575.00	370.00
<b>2021/2022 Total Levy</b>	<b>86,125.00</b>	<b>112,500.00</b>	<b>169,200.00</b>	<b>54,625.00</b>	<b>28,175.00</b>	<b>39,960.00</b>

Engineer’s Annual Levy Report Fiscal year 2021/2022  
 Landscaping and Lighting Maintenance Assessment Districts

<b>District Budget Fiscal Year 2021/2022</b>			
<b>Levy Components</b>	<b>District 37</b>	<b>District 38</b>	<b>Total Districts</b>
<b>Direct Costs</b>			
Utilities Water	-	3,600.00	190,110.00
Utilities Electric	-	3,200.00	112,620.00
Landscape Maintenance	-	19,064.00	775,335.00
Storm Drain	-	8,200.00	109,980.00
Repair and Maintenance	-	10,000.00	694,200.00
Professional Services	-	1,460.00	130,830.00
<b>Total Direct Costs</b>	<b>-</b>	<b>45,524.00</b>	<b>2,013,075.00</b>
<b>Administrative Costs</b>			
County Administrative Fee	-	194.00	6,740.00
Systems Management Fee	-	7,243.12	319,999.98
<b>Total Administrative Costs</b>	<b>-</b>	<b>7,437.12</b>	<b>326,739.98</b>
<b>Fund Balance (Deficit)</b>			
Projected Beginning Balance	-	101,545.00	2,628,191.93
Total Costs	-	(52,961.12)	(2,339,814.98)
2021/2022 Levy	-	82,500.00	2,165,343.43
Operating Reserve	-	41,250.00	775,398.54
Capital Improv. Reserve	-	-	-
Projected Ending Balance	-	172,333.88	3,229,118.92
<b>Ending Balance Classifications</b>			
District Reserve (Deficit)	-	131,083.88	633,720.38
Operating Reserves	-	41,250.00	775,398.54
Capital Improv. Reserve	-	-	1,820,000.00
<b>Available Balance (Deficit)</b>	<b>-</b>	<b>172,333.88</b>	<b>3,229,118.92</b>
<b>District Statistics</b>			
Total Parcels Levied	-	150	5,163.00
2020/2021 Levy Per Parcel	-	500.00	
2020/2021 Total Levy	-	75,000.00	2,047,688.68
2021/2022 Levy Per Parcel	-	550.00	
<b>2021/2022 Total Levy</b>	<b>-</b>	<b>82,500.00</b>	<b>2,165,343.43</b>



**STAFF REPORT**  
**4/28/2021**

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

**FROM:** Nathan Statham, Finance Director

**SUBJECT:** Authorizing Examination of Sales or Transactions and Use Tax Records

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**STAFF RECOMMENDATION:**

City Council adopt Resolution No. 2021-30 updating those authorized to examine City sales or transactions and use tax records from the California Department of Taxes and Fees Administration (CDTFA).

**EXECUTIVE SUMMARY**

Under Revenue and Taxation Code section 7270 the City entered into a contract with CDTFA to perform all administrative functions for City sales tax collections. Sales tax collection information is considered confidential since such data could be used by business competitors to create competitive advantage. Under the agreement with CDTFA, the City is required to designate which City staff is permitted to view this confidential information to ensure City compliance with the use of the information. The City is also required to approve any sales tax consulting firms hired by the City to view sales tax collection information.

**BACKGROUND:**

The City contracts with MuniServices, LLC for sales tax consulting services including quarterly reporting, specific advice and transaction examination. Due to various acquisitions over the years, MuniServices, LLC has operated under various doing business as names during its tenure as a sales tax consultant for the City. MuniServices was recently notified by CDTFA's legal department that based on their review of the contract between the City and MuniServices, LLC the contract name must be updated to reflect the full parent company name MuniServices, LLC. The purpose of this resolution is to clarify the name for the City's sales tax consultant as authorized by the City per the request of CDTFA.

**FISCAL IMPACT:**

There is no fiscal impact as a result of this action.

**ATTACHMENTS:**

1. Resolution No. 2021-30 – Authorizing Examination of Sales or Transactions and Use Tax Records.

## RESOLUTION NO. 2021-30

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

**WHEREAS**, pursuant to Resolution Number 2016-05, the City of Coachella (City) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

**WHEREAS**, pursuant to Revenue and Taxation Code section 7270, the City entered into a contract with the Department to perform all functions incident to the administration and collection of transactions and use taxes; and

**WHEREAS**, the City Council of the City of Coachella deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** That the City Manager, Finance Director, Economic Development Director, Finance Manager, Economic Development Manager, Grants Manager, Senior Accountant, Accountant, or other officer or employee of the City designated in writing by the City Manager or Finance Director to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

**Section 2.** The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

- (b) Planning and Budget Related Functions
- (c) Tracking and Economic Development
- (d) Grant and Other Administration



The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

**Section 3.** That MuniServices, LLC. is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and MuniServices, LLC:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

**BE IT FURTHER RESOLVED** that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed in section 2 of this resolution.

**Section 4.** That MuniServices, LLC. is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to any petition or appeal for the reallocation/redistribtuion of sales or transactions and use taxes that was filed by MuniServices, LLC. on behalf of the City pursuant to the contract between the MuniServices, LLC. and City. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the MuniServices, LLC.:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

**Section 5.** City Council authorizes the Finance Director to consent to an Amendment and Novation Agreement Between Municipal Resources Consultants and Muniservices, LLC on behalf of the City (Attachment A).

**Section 6.** That this resolution supercedes all prior resolutions of the City Council of the City of Coachella adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

**PASSED, APPROVED and ADOPTED,** this 28<sup>th</sup> day of April, 2021.

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Steven A Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Capos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-30 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 28<sup>th</sup> day of April, 2021 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk

AMENDMENT AND NOVATION AGREEMENT BETWEEN  
MUNICIPAL RESOURCE CONSULTANTS.

AND

MUNISERVICES, LLC

THIS AMENDMENT AND NOVATION AGREEMENT (the "Novation") is between Municipal Resource Consultants (the "Assigning Party"), and MuniServices LLC, (the "Assuming Party") both Delaware limited liability companies, with offices located at 5680 Trinity Parkway, Suite 120, Centreville VA 20120, and the City of Coachella, an instrumentality of the State of California, 53990 Enterprise Way, Coachella, CA 92236. ("Remaining Party"), (together, the "Parties") is entered into this 5th day of March 2021 (the "Novation Effective Date").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The parties intend that this Amendment to that certain Agreement between Municipal Resource Consultants and The City of Coachella, of the state of California, entered into on September 9, 1989 (the "Agreement") as amended, (attached hereto as Exhibit A) for Sales or Transactions and Use Tax Services to be a novation and that the Assuming Party be substituted for the Assigning Party. The Remaining Party recognizes Assuming Party as Assigning Party's successor-in-interest in and to the Agreement. By this Agreement, the Assuming Party becomes entitled to all rights, title, and interest of the Assigning Party, in and to the Assigned Agreement in as much as Assuming Party is the substituted party to the Assigned Agreement as of and after the Effective Date. Remaining Party and Assuming Party shall be bound by the terms of the Assigned Agreement in every way as if Assuming Party is named in the novated Assigned Agreement in place of Assigning Party as a party thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**ASSUMING PARTY**

MUNISERVICES, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNING PARTY**  
MUNICIPAL RESOURCE CONSULTANTS

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**REMAINING PARTY**

CITY OF COACHELLA

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

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

## Business Licensee Report

**Name** Cesar Lucrecio **Date Submitted** 4/21/2021  
**Department** Business License  
**Period** 1/1/2021 - 3/31/2021

Revenue Account	Description of Revenue	2021 Total Budget	3Q 2021 Revenue	Last Quarter Totals	Year-to-date 2021 Revenues	(Over)/Under Budget
101-11-110-10-315-000	<b>Annual Registration Tax</b>	\$ 24,000.00	\$ 12,780.00	\$ 5,220.00	\$ 19,480.00	\$ 4,520.00
101-11-110-10-316-000	<b>Business Licensee Fee</b>	570,000.00	434,434.16	70,275.38	516,811.11	53,188.89
101-11-110-10-319-000	<b>Penalties Revenue</b>	3,500.00	2,942.71	1,006.71	3,949.42	(449.42)
240-12-110-40-342-000	<b>Uniform Fire Code Fee</b>	100,000.00	(113,946.98)	5,750.00	(105,842.98)	205,842.98
101-11-110-10-325-000	<b>SB-1186- State Tax</b>	5,000.00	2,612.00	1,048.00	3,660.00	1,340.00
101-11-110-10-322-000	<b>Transient Occupancy Tax</b>	140,000.00	99,495.11	91,616.75	283,210.36	(143,210.36)
101-11-110-10-332-000	<b>Cannabis - Ciltivation</b>	-	630,023.84	-	696,456.55	(696,456.55)
101-11-110-10-333-000	<b>Cannabis - Manufacturing</b>	80,000.00	28,008.60	28,008.60	6,591.40	73,408.60
101-11-110-10-334-000	<b>Cannabis - Lab Testing</b>	-	-	-	-	-
101-11-110-10-335-000	<b>Cannabis - Retail</b>	420,000.00	157,218.92	305,411.22	114,588.78	305,411.22
101-11-110-10-332-000	<b>Cannabis - Distribution</b>	-	-	-	-	-
<b>Total Budget</b>		<b>\$ 1,342,500.00</b>	<b>\$ 1,253,568.36</b>	<b>\$ 508,336.66</b>	<b>\$ 1,538,904.64</b>	<b>\$ (196,404.64)</b>



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

***CODE ENFORCEMENT QUARTERLY REPORT***

***Jan. 1, 2021 to Mar. 31, 2021***

**Prepared by:  
Rene Rosales**



## Code Enforcement Summary Report

### Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 01/01/2021 To 03/31/2021	- From To	From To

### CE Totals

	Total	Closed Cases	Open Cases
<b>Totals</b>	<b>80</b>	<b>47</b>	<b>33</b>

### 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).	14	8	6
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.	4	3	1
12.42.040 - Storage of personal property on public property.	1	1	0
13.03.044 Wasting water prohibited.	0	0	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	10	2	8
15.44.010 Building Numbering/Required	1	0	1
15.60.010 Building Permit Required	11	7	4
15.60.050 - Substandard buildings and housing.	0	0	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	2	1	1
17.48.020 Display of merchandised out of doors.	0	0	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	7	7	0
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	2	2	0
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)	0	0	0
17.60.010 Property Development Standards 9D)(3)(a) Yards	0	0	0

17.60.010(3)(e) Development Standards	0	0	0
17.74.010 (D)(3) Conditional Uses	0	0	0
17.84 Medical Cannabis Dispensaries.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.030 - Prohibited activities.	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	2	2	0
3.10.010 (D) (27) Public Burning	0	0	0
3.10.010 (D)(10) Termites, Insects, Vermin or Rodents.	0	0	0
3.10.010 (D)(12) Abandon or Vacated Building/Structure	2	1	1
3.10.010 (D)(13) Offensive Odors	8	7	1
3.10.010 (D)(15) Hazardous Substances and Waste	6	3	3
3.10.010 (D)(18)	1	1	0
3.10.010 (D)(19)	0	0	0
3.10.010 (D)(20) Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010 (D)(23)Public Nuisances/Safety Hazard	12	3	9
3.10.010 (D)(24) Disruptive Activities	3	1	2
3.10.010 (D)(25) Land Use Entitlements.	1	0	1
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.	0	0	0
3.10.010 (D)(4) - Trees and Shrubs	1	1	0
3.10.010 (D)(44)Public Nuisances/Rubbish, Refuse and Dirt	10	1	9
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.	3	3	0
3.10.010(D)(19)-Visual Blight	7	2	5
3.10.010(D)(20)-Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010(D)(21)-Public Toilets.	0	0	0
3.10.010(D)(22)-Privies.	0	0	0

3.10.010(D)(25)-Land Use Entitlements.	3	3	0
3.10.010(D)(27)-Public Burning.	0	0	0
3.10.010(D)(28)-Air Pollution.	0	0	0
3.10.010(D)(29) Mosquito Breeding Places.	0	0	0
3.10.010(D)(30)Discharge of Sewage	1	0	1
3.10.010(D)(31)-Animal Manure	0	0	0
3.10.010(D)(32)-Hauling of Offensive Substances	0	0	0
3.10.010(D)(33)-Clothes Lines.	0	0	0
3.10.010(D)(34)Stormwater Drainage	0	0	0
3.10.010(D)(35)-Water Disposal.	0	0	0
3.10.010(D)(36)-Slgns.	0	0	0
3.10.010(D)(37)-Encroachment.	0	0	0
3.10.010(D)(38)-Municipal Code Violations.	0	0	0
3.10.010(D)(39)-California Civil Code.	0	0	0
3.10.010(D)(40)-California Red Light Abatement Act.	0	0	0
3.10.010(D)(41)-California Drug Abatement Act.	0	0	0
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	0	0	0
3.10.010(D)(6)Parking on Yard Off Driveway	0	0	0
3.10.010(D)(7) Occupied Vehicles	0	0	0
3.16.090 - Failure to comply with notice of violation.	7	3	4
5.80.100 - Operational requirements and performance standards established.	0	0	0
7.04.040 - Prohibited noise generally.	1	1	0
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	0	0	0
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	1	1	0
Business Subject to Miscellaneous Tax Rates/Transportation, Trucking and Towing	0	0	0
Display of merchandise out of Door	0	0	0
Garbage Containers	1	1	0
Illegal Dumping	3	2	1
Illegal, Nonconform. Building or Structure(s)	11	5	6
Manner of Parking /Parallel Parking	1	1	0

Manner of Parking/Angle Parking	0	0	0
Manner of Parking/Commercial Vehicles Prohibited from Parking on Private Property and Public Rights-of-Ways	0	0	0
NEC 380-9 Electrical, (e) Outlet faceplates/covers in place	2	1	1
NFPA 13-4-2.5.1 Automatic Fire Sprinklers Systems,(c) 18" clearance below heads	0	0	0
Parking on yard/off driveway	3	2	1
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	10	9	1
Public Nuisances / Attractive Nuisances	5	2	3
Public Nuisances / Fire Hazard	2	0	2
Public Nuisances / Landscaping	0	0	0
Public Nuisances / Trees and Shrubs	1	1	0
Service Stations/Intent and Purpose	0	0	0
Service Stations/Landscaping	0	0	0
Service Stations/Parking	0	0	0
Set up Temporary Sales Location	0	0	0
Signs-All signs and sign programs shall be subject to review and approval	0	0	0
Special Event/Sales Permit Required	0	0	0
Special Event/Sales Signs	0	0	0
Stopping, Standing and Parking/Public or Private Driveway	2	2	0
Stopping, Standing or Parking/Sidewalk	2	1	1
Termites, Insects, Vermin or Rodents	0	0	0
Termites, Insects, Vermin or Rodents	0	0	0
Title 19, Subchapter 5-Hood and Duct Systems,(a) Serviced within 6 months	0	0	0
Trimming palm trees--Required	1	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	0	0	0
UFC 10.206(b)-Hydrant,(c) Red curb-15' each side	0	0	0
UFC 10.207(1)-Fire Apparatus Access Roads,(a) Red curb on signs	0	0	0
UFC 10.207-Fire Apparatus Access Roads.(b) Obstruction	0	0	0

UFC 10.208(a)-Premises Identification,	0	0	0
UFC 10.301(a)-Fire Extinguishers,(a) Minimum 2A10BC	0	0	0
UFC 10.301(a)-Fire Extinguishers,(e) Commercial Kitchen 40BC.	0	0	0
UFC 10.302(a)-Fire Extinguishers,(b) Servicing due	0	0	0
UFC 10.313(b)-Hood and Duct Systems,(b) Proper nozzle position, caps, coverage	0	0	0
UFC 10.313(c)-Hood and Duct Systems,(c) Automatic gas/electric shut off	0	0	0
UFC 10.313(e)	0	0	0
UFC 10.313(e)-Hood and Duct Systems,(d) Fuseable links, cables, conduits	0	0	0
UFC 10.401	0	0	0
UFC 10.401-Walls and Ceilings,(a) Holes sealed	0	0	0
UFC 10.402(a)-Exits,(e) Maintain fire rated doors, windows, dampers, and hardware	0	0	0
UFC 11.201(b)-General Housekeeping,(a) Rubbish/trash buildup	5	2	3
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	2	1	1
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	3	0	3
<b>Totals</b>	<b>180</b>	<b>95</b>	<b>85</b>

Abandoned Vehicles Summary Report

Report Criteria:

<i>Status</i>	<i>Assigned To</i>	<i>Census Tract</i>	<i>Violation</i>	<i>Initiation</i>	<i>Open Date Range</i>	<i>Follow up Date Range</i>	<i>Close Date Range</i>
All	All		All	All	From 01/01/2021 To 03/31/2021	From To	From To

AVA Totals

	<i>Total Closed Cases</i>	<i>Open Cases</i>
Totals	42	41

AVA Cases by Violation

<i>Violation</i>	<i>Total Violations</i>	<i>Closed Violations</i>	<i>Open Violations</i>
Abandoned Vehicle	41	40	1
Totals -	41	40	1

**Code Enforcement:**  
**Graffiti Department Quarterly Report**  
**January 1, 2021 to March 31, 2021**

	Totals
Gallons Used	254 Gal.
5 Gallon buckets Purchased	23
Cover up/ stops	476
Pressure Washing Sq. ft.	4,600 sq ft
Mural protector gallons	6 Gal.



# City of Coachella

## Development Status Report

### March, 2021



*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](http://www.coachella.org)



<i>Case</i>	<i>No.</i>	<i>Name / Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date &amp; Status</i>
AR EA	14-02 14-03	<u>Double Date Packing Facility</u> Construct new 35,500 sq. ft. date packing facility	86301 Industrial Way APN 763-131-061	Steven Gilfenbain 9777 Wilshire Blvd., #900 Beverly Hills, CA. 90212 (310) 651-2591	PC approved 12/17/14 1 <sup>st</sup> Phase Complete
AR	16-04	<u>Truck Storage</u> To develop a vehicle storage yard in the M-S Zone on 3.10 acres.	49-640 Oates Lane	Julia Molinar P.O. Box 3091 Indio, CA. 92201 (760) 578-2108	PC Approved 4/20/16 1 <sup>st</sup> Phase Complete (Off-site improvements pending)
AR 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 <sup>st</sup> 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 14.

March, 2021

	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 <sup>th</sup> 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 <sup>th</sup> 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 14.

March, 2021

	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
	AR	21-01 (Admin)	<u>Nova Homes DBA Inland Builders</u> Review of three (3) production homes for final phase of Rancho Mariposa	NW Corner of Ave. 50 and Frederick Street	Nicolas Meza 50580 Calle Mendoza Coachella CA 92236 (760)541-9034	Pending
	AR	21-02 (Admin)	<u>Cathron Residence</u> Construct new 1,659 sq. ft. single family residence with attached garage.	84-499 Calle Cathron	Gabriel Gonzalez 43-738 Commanche St Indio CA 92201 (760)574-0601	Pending
	CZ EA	20-07 20-04	<u>B-4 Ranch Change of Zone</u> City-Initiated Change of Zone for 5 <sup>th</sup> Cycle Housing	North side of Ave. 52, east and west of Education Way	City of Coachella 53-990 Enterprise Way Coachella, CA 92236	Pending

# City of Coachella Development Status Report

Item 14.

March, 2021

			Element		(760) 398-3502	
	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
	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 <sup>th</sup> 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	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 <sup>th</sup> St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 4/17/19  Under Construction

# City of Coachella Development Status Report

Item 14.

March, 2021

			acres in Tract 37088-1			
	CUP AR	275 16-14	<u>Mosque &amp; Assembly Hall</u> To construct a new 20,260 square foot mosque to be built in two phases.	84-650 Avenue 49	<u>Shakil Patel</u> 25982 Hinkle St Loma Linda CA 92354 (909)796-0300	PC Approved 12-21-16  Grading Permit Issued
	CUP AR EA	276 16-18 16-05	<u>Coachella Warehouses</u> To construct a 255,800 sq. ft. multi-tenant medical cannabis cultivation facility	84-851 Avenue 48	<u>Kevin Stumm</u> PCC Industrial/Commercial 760 Garden View Court, Suite 200 Encinitas, CA 92024 (760)452-8075	PC Approved 12/21/16 CC Approved 02/08/17  Phase 1 Complete
	CUP AR VAR	278 17-02 17-03	<u>Kismet Organic</u> To construct a phased 77,400 sq. ft. medical cannabis cultivation facility.	48-050 Harrison Street	Ed Sapigao 5151 California Ave Ste 100 Irvine CA 92617 (949)280-4782	PC Approved 7/19/17 CC (Appeal) Approved 9/27/17  Under Construction
	CUP  CUP  CUP	284  285  286	<u>Mobilitie Mono-Pole</u> To install 3 new wireless communications poles in the street right-of-way	SEC of Ave 52 & Tyler  SWC Ave 50 & Harrison  NWC Westerfield & Harrison	Robert Lewis Mobilitie, LLC 2955 Red Hill Ave Ste 200 Costa Mesa CA 92626 (951) 212-5825	PC Approved 12/21/17  CUP 284 Withdrawn
	CZ CUP AR EA	17-01 279 17-03 17-01	<u>Coachella Green LLC</u> To construct a phased 833,829 sq. ft. medical cannabis industrial park.	86-601 Industrial Way	<u>Barry Walker</u> 1933 S. Broadway No. 806 Los Angeles CA 90007 (323) 997-9914	PC Approved 11/15/17 CC Approved 11/29/17  Project under new Ownership
	CUP AR	289 17-11	<u>Coachella Brands</u> To construct a new 91,948 sf	84-805 Ave. 48	<u>Richard O'Connor</u> 2 Curie Ct	AR Approved 8/30/17 CUP Approved 11/1/17

# City of Coachella Development Status Report

Item 14.

March, 2021

			cannabis cultivation facility in the MW zone.		Rancho Mirage CA 92270 (760)409-6464	Interim Use In Operation
	CUP AR TPM EA	280 17-04 37266 17-02	<u>Coachella Research Park #2</u> To develop an 833,829 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots, on 20 acres in the MW zone.	48-451 Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17  In Plan Check
	CUP AR DA VAR	280 (Mod) 17-04 (Mod)  18-05	<u>Coachella RP #2 (Modified)</u> To allow two 3-story industrial buildings (98,520 sf) and four greenhouses (404,308 sf) for cannabis cultivation uses.	48-451 Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 11/28/18 CC Approved 2/13/19  In Plan Check
	CUP AR TPM EA	281 17-05 37265 17-03	<u>Coachella Research Park #1</u> To develop an 311,250 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots on 11.28 acres in the MW zone.	NE Corner of Ave. 48 and Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17  Grading commenced
	CUP TPM EA	282 37333 17-04	<u>REI / Ponte Hotel Project</u> To develop a 5.45 acre site with 2 hotels, drive-thru pad, and restaurant.	NE Corner of Vista Del Norte and Dillon Road	Claudio Ponte 726 W. Ventura Blvd Ste F Camarillo CA 93010 (805)383-0367	PC Approved 7/19/17 CC Approved 8/9/17 Final Map Recorded
	CUP CUP CZ	299 300 18-03	<u>HOTN/Sinsemilla Dispensary &amp; Pub Project</u> Proposed 1,839 sq. ft. retail cannabis dispensary and	1694 6 <sup>th</sup> Street	Pedro Ordoñez 6 <sup>th</sup> Street Tap Room 45631 Capistrano St Indio CA 92201	PC Approved 3/20/19 CC Approved 5/8/19 Under Construction

# City of Coachella Development Status Report

Item 14.

March, 2021

			1,432 sq. ft. bar/pub		(760)409-6169	
	CUP	292	<u>Verizon Wireless</u> To install a new wireless communications pole at Bagdouma Park	Northeast corner of Frederick St and Ave 52	Bryce Novak 7711 Normal Ave La Mesa CA 91941	PC Approved 1/31/18
	CUP AR	293 17-14	<u>Coachella Herb Plantation</u> To construct a new 67,240 sf medical cannabis cultivation facility on 3.2 acres in the MW zone.	84-801 Ave 48	Marcelo Morales 84-801 Ave. 48 Coachella CA 92236 (760)699-1332	PC Approved 11/28/17 <b>Time Extension to 11/28/19</b> <b>Time Extension to 11/28/20</b> 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 <sup>th</sup> 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 <b>Time Extension to 6/6/20</b>
	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 &amp; T Wireless Antenna</u>	Jackson Square	AT & T c/o Melissa Francisco	PC Approved 9/19/18

# City of Coachella Development Status Report

Item 14.

March, 2021

			To install a new wireless communications mono-palm at 50 ft high	SE Corner of Jackson St. and Ave. 48	19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	
	CUP	302	<u>AT &amp; T Wireless Antenna</u> To install a new wireless communications mono-palm at 50 ft high	Bagdouma Park 51-711 Douma St.	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18
	CUP 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)



# City of Coachella Development Status Report

Item 14.

March, 2021

	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
	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 <sup>st</sup> 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

# City of Coachella Development Status Report

Item 14.

March, 2021

	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
	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	PC Approved ending
	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
	CUP CZ VAR	337 21-01 21-01	<u>Coachella Releaf Dispensary</u> Proposed 3,800 sq. ft. retail cannabis microbusiness in the MS-IP zone.	86-705 Avenue 54 Ste H	Adriana Gonzalez 84-095 Tera Vista Coachella CA 92236	Pending
	CUP VAR	338 21-02	<u>Coachella Paradise Convenience Store</u>	50-233 Cesar Chavez St.	Mr. Nesrin Steih 6988 Cantera Way	Pending

# City of Coachella Development Status Report

Item 14.

March, 2021

			New 2,500 sq. ft. convenience store with off-sale general liquor sales.		Fontana, CA 92336 (909)728-0379	
	TMM EA CUP CZ GPA	32263 05-11 207 05-04 07-04	322 SF Units Subdivision 64.64 acres See AR 05-21 Nickel creek	Ave 44, West of Dillon	Coachella-Nickel Creek LLC 5744 Canyon Road Amarillo, TX. 79109	PC approved 9/5/07 CC approved 9/12/07 <b>SB1185 Ext to 9/12/10</b> <b>AB333 Ext to 9/12/12</b> <b>AB208 Ext to 9/12/14</b> <b>AB116 Ext. to 9/12/16</b> <b>1 Yr. Ext. to 9/12/17</b> <b>1 Yr. Ext. to 9/12/18</b> <b>Statutory Ext. to 9/12/21</b> <b>AB 1561 Ext. to 3/12/23</b>
	TMM AR EA CUP CZ GPA Annex	35523 07-13 07-16 231 07-08 07-05 60	<u>Villa Palmeras</u> 111 Single Family attached & detached residential 11.58 acres	South side of Ave 50 between Jackson St & Calhoun St	DSE Turco, L.P. Attn: Scott Carino 8910 University Center Ln Suite 690 San Diego CA 92122 (858) 458-3432 (858) 458-3412 FAX	PC approved 1/16/08 CC approved 5/28/08  <b><i>TMM Expired 5/28/19</i></b>
	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

# City of Coachella Development Status Report

March, 2021

Item 14.

	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*  
**March, 2021**

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 Economic Development Department 3rd Quarter Report

Emsi Q3 2021 Data Set

April 2021



Riverside County EDA



1325 Spruce St.  
Riverside, California 92507  
951.955.3100

# Parameters

Item 14.

## Industries:

21 items selected. See Appendix A for details.

## Region:

Code	Description	Code	Description
92236	Coachella, CA (in Riverside county) (ZIP 92236)	6065	Riverside County, CA
Group	Coachella Valley Zips		

Timeframe: 2018 - 2019

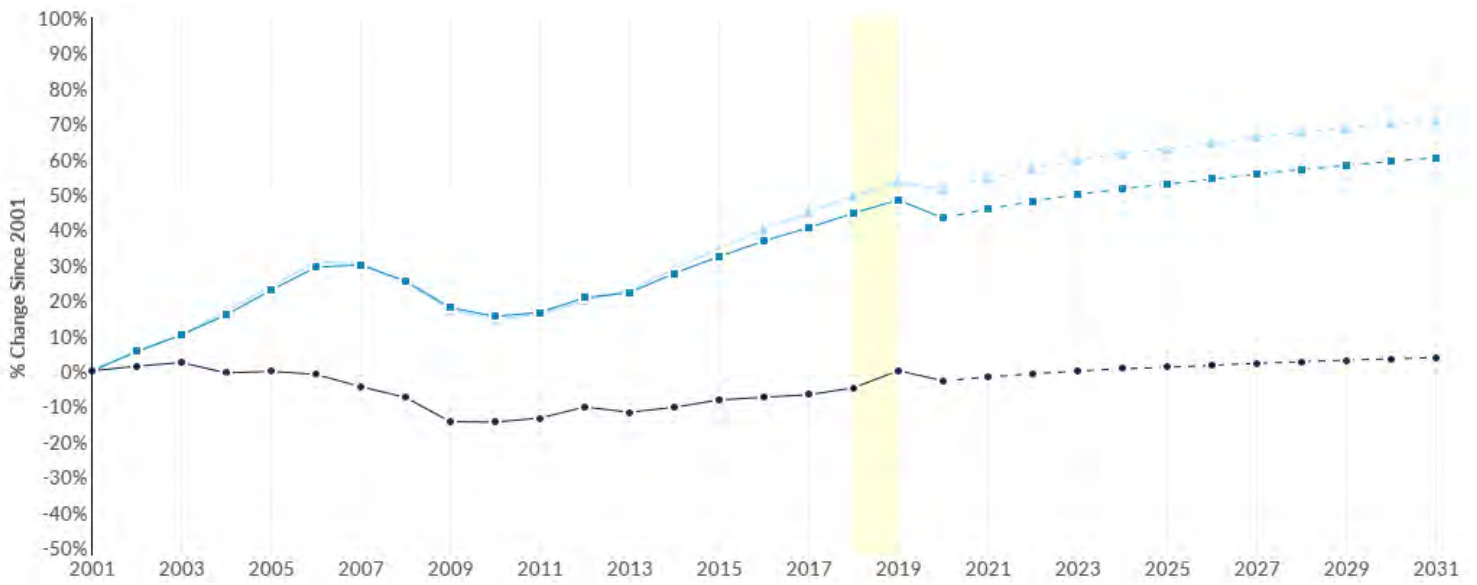
Datarun: 2021.1 - QCEW Employees, Non-QCEW Employees, and Self-Employed

## Regional Comparison by Industry

Comparing 21 Industries across 3 Regions

# Industry Change Summary

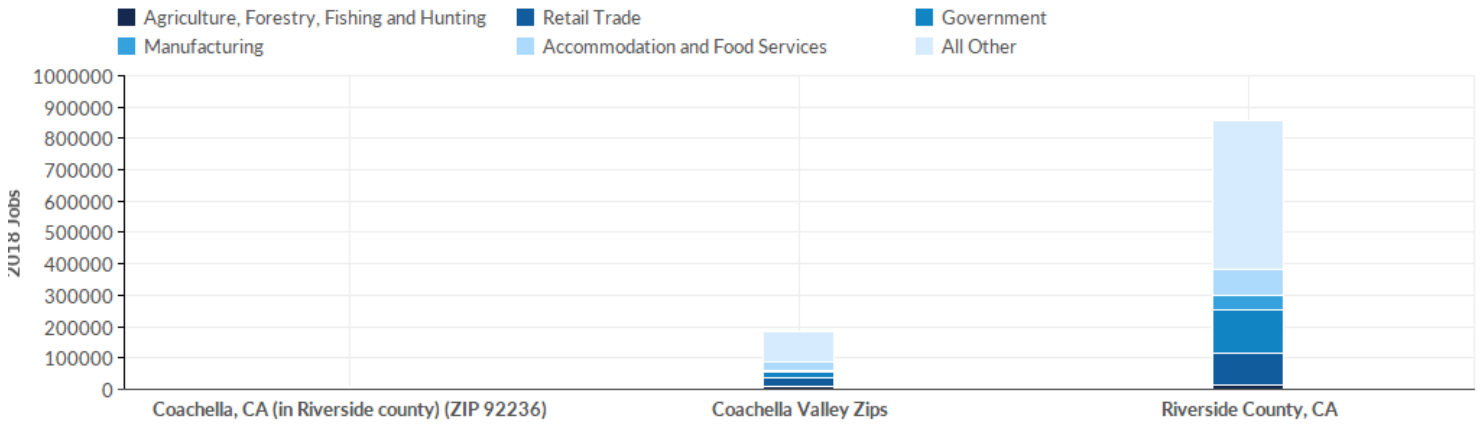
Item 14.



Region	2018 Jobs	2019 Jobs	Change	% Change	2020 Average Earnings
● Coachella, CA (in Riverside county) (ZIP 92236)	10,656	11,200	544	5%	\$51,607
■ Coachella Valley Zips	186,430	191,225	4,795	3%	\$52,052
▲ Riverside County, CA	856,966	879,450	22,484	3%	\$58,227



# Industry Breakdown - 2018 Jobs



Industry	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
11	Agriculture, Forestry, Fishing and Hunting	5,231	9,044	13,526
44	Retail Trade	1,061	26,261	100,129
90	Government	917	19,990	138,177
31	Manufacturing	761	3,757	47,330
72	Accommodation and Food Services	669	29,108	84,236
42	Wholesale Trade	384	3,017	26,459
23	Construction	380	13,538	85,611
56	Administrative and Support and Waste Management and Remediation Services	274	15,418	60,143
62	Health Care and Social Assistance	245	26,294	109,657
81	Other Services (except Public Administration)	204	10,057	42,466
48	Transportation and Warehousing	166	3,913	49,470
52	Finance and Insurance	124	2,743	14,689
53	Real Estate and Rental and Leasing	84	4,786	14,808
71	Arts, Entertainment, and Recreation	54	7,777	15,941
61	Educational Services	48	1,927	12,213
54	Professional, Scientific, and Technical Services	39	5,758	30,198
22	Utilities	<10	723	1,346
<b>Total</b>		<b>10,656</b>	<b>186,430</b>	<b>856,966</b>

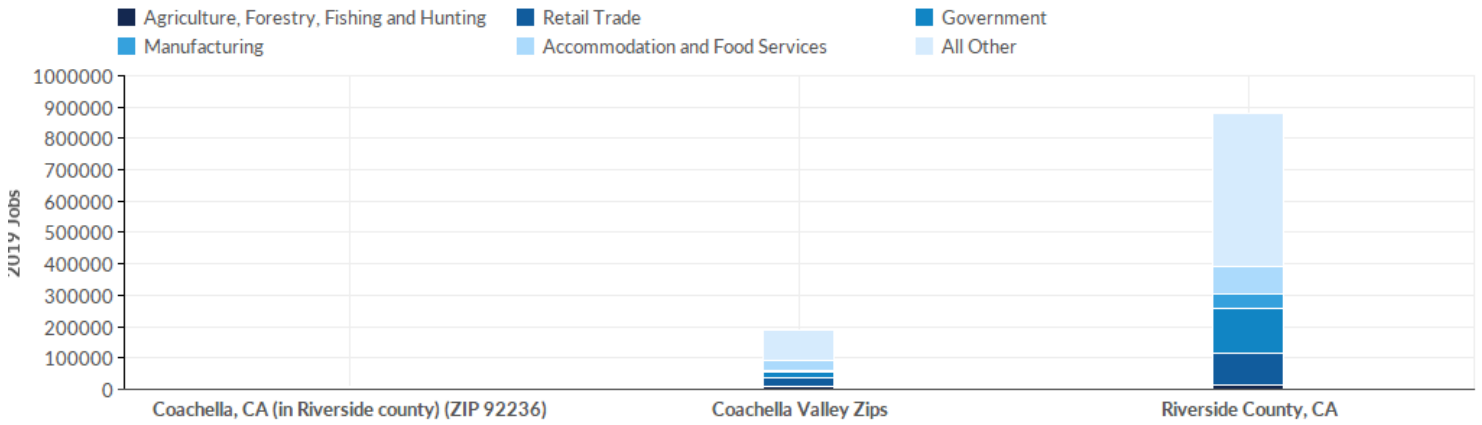
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99	Unclassified Industry	<10	83	352
51	Information	<10	2,065	7,262
21	Mining, Quarrying, and Oil and Gas Extraction	0	78	419
55	Management of Companies and Enterprises	0	95	2,536
		Total	10,656	186,430
				856,966

---

# Industry Breakdown - 2019 Jobs

Item 14.



Industry	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
11	Agriculture, Forestry, Fishing and Hunting	5,550	9,668	14,230
44	Retail Trade	1,087	26,259	100,675
90	Government	938	20,511	141,392
31	Manufacturing	839	3,803	47,771
72	Accommodation and Food Services	697	29,938	87,400
42	Wholesale Trade	402	3,328	27,115
23	Construction	388	13,668	86,250
56	Administrative and Support and Waste Management and Remediation Services	277	15,888	62,631
62	Health Care and Social Assistance	252	27,633	114,361
81	Other Services (except Public Administration)	211	10,225	43,172
48	Transportation and Warehousing	175	4,008	53,886
52	Finance and Insurance	136	2,748	14,078
53	Real Estate and Rental and Leasing	85	4,845	14,867
71	Arts, Entertainment, and Recreation	59	7,983	16,441
61	Educational Services	49	1,923	12,348
54	Professional, Scientific, and Technical Services	39	5,715	30,242
22	Utilities	14	751	1,458
	<b>Total</b>	<b>11,200</b>	<b>191,225</b>	<b>879,450</b>

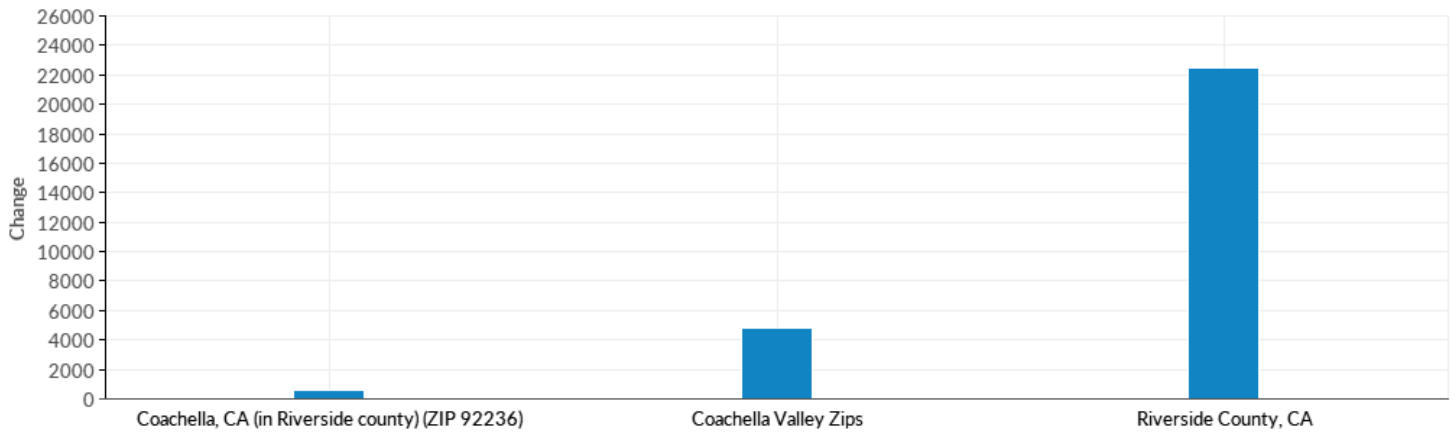
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51	Information	<10	2,125	7,558	
99	Unclassified Industry	0	<10	14	
21	Mining, Quarrying, and Oil and Gas Extraction	0	90	475	
55	Management of Companies and Enterprises	0	114	3,086	
		Total	11,200	191,225	879,450

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# Industry Breakdown - Change

Item 14.



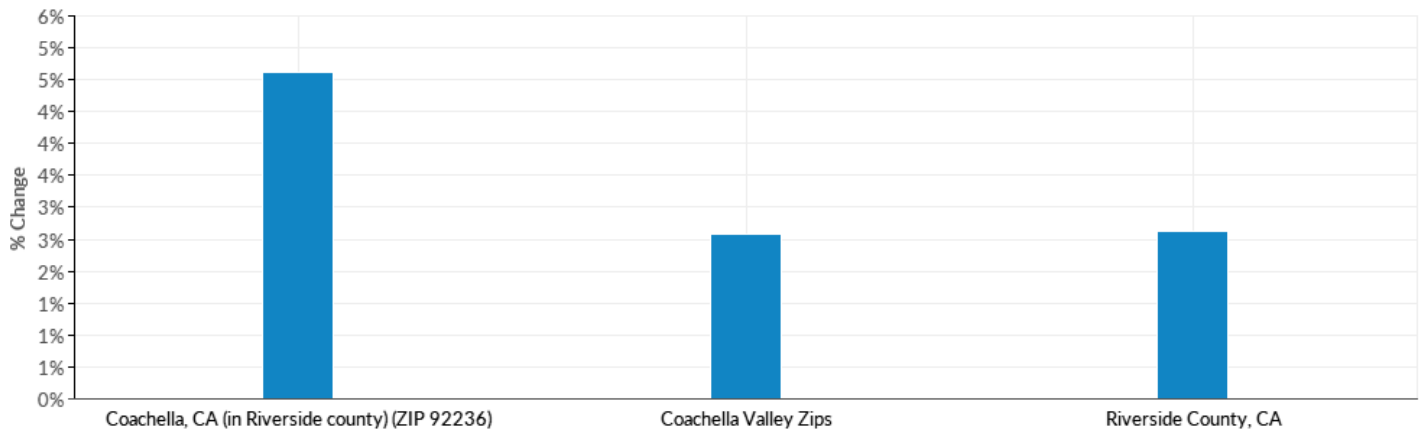
Industry	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
11	Agriculture, Forestry, Fishing and Hunting	319	624	704
31	Manufacturing	78	46	441
72	Accommodation and Food Services	28	830	3,164
44	Retail Trade	26	-2	546
90	Government	21	521	3,215
42	Wholesale Trade	18	311	656
52	Finance and Insurance	12	5	-611
48	Transportation and Warehousing	9	95	4,416
23	Construction	8	130	639
62	Health Care and Social Assistance	7	1,339	4,704
81	Other Services (except Public Administration)	7	168	706
22	Utilities	Insf. Data	28	112
71	Arts, Entertainment, and Recreation	5	206	500
56	Administrative and Support and Waste Management and Remediation Services	3	470	2,488
53	Real Estate and Rental and Leasing	1	59	59
61	Educational Services	1	-4	135
51	Information	Insf. Data	60	296
Total		545	4,795	22,485

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54	Professional, Scientific, and Technical Services	0	-43	44	
55	Management of Companies and Enterprises	0	19	550	
21	Mining, Quarrying, and Oil and Gas Extraction	0	12	56	
99	Unclassified Industry	Insf. Data	Insf. Data	-338	
		Total	545	4,795	22,485

---

# Industry Breakdown - % Change



Industry	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
22	Utilities	Insf. Data	4%	8%
31	Manufacturing	10%	1%	1%
52	Finance and Insurance	10%	0%	-4%
71	Arts, Entertainment, and Recreation	9%	3%	3%
11	Agriculture, Forestry, Fishing and Hunting	6%	7%	5%
48	Transportation and Warehousing	5%	2%	9%
42	Wholesale Trade	5%	10%	2%
72	Accommodation and Food Services	4%	3%	4%
81	Other Services (except Public Administration)	3%	2%	2%
51	Information	Insf. Data	3%	4%
62	Health Care and Social Assistance	3%	5%	4%
44	Retail Trade	2%	0%	1%
90	Government	2%	3%	2%
23	Construction	2%	1%	1%
61	Educational Services	2%	0%	1%
56	Administrative and Support and Waste Management and Remediation Services	1%	3%	4%
53	Real Estate and Rental and Leasing	1%	1%	0%
Total		5%	3%	3%

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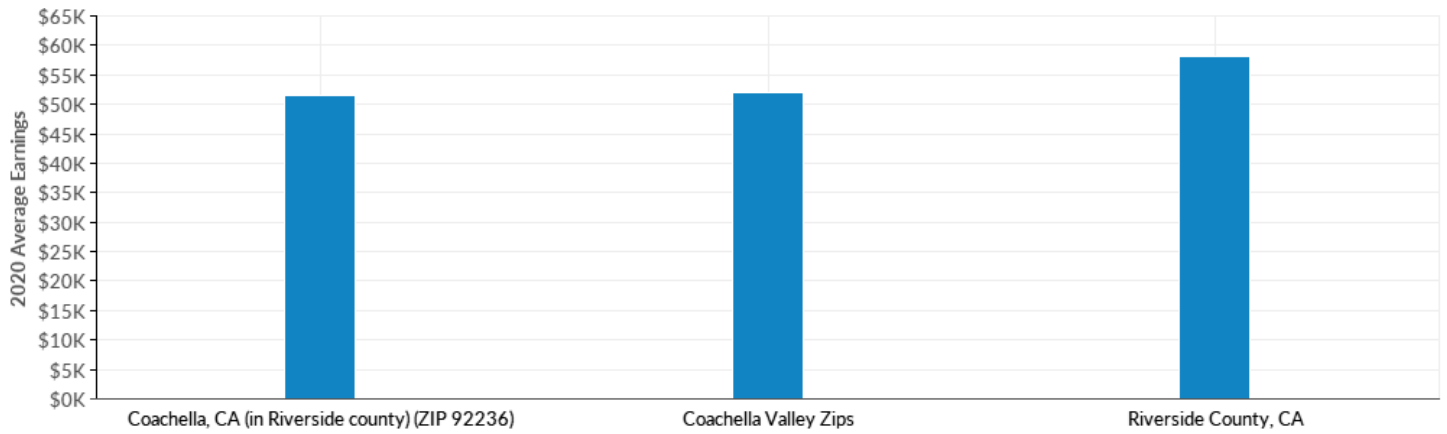
54	Professional, Scientific, and Technical Services	0%	-1%	0%
55	Management of Companies and Enterprises	0%	20%	22%
21	Mining, Quarrying, and Oil and Gas Extraction	0%	15%	13%
99	Unclassified Industry	Insf. Data	Insf. Data	-96%
		Total	5%	3%

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# Industry Breakdown - 2020 Average Earnings

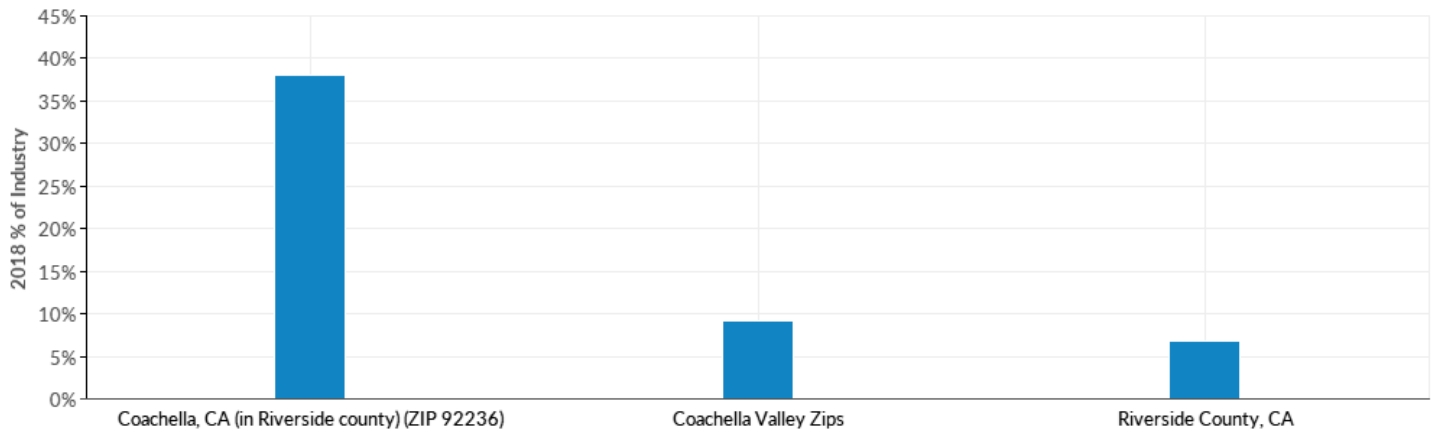
Item 14.



Industry	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
22	Utilities	\$178,462	\$174,712	\$156,255
90	Government	\$100,729	\$90,783	\$91,149
51	Information	\$88,258	\$63,525	\$68,447
52	Finance and Insurance	\$78,466	\$90,167	\$87,629
54	Professional, Scientific, and Technical Services	\$72,598	\$71,320	\$74,635
42	Wholesale Trade	\$69,281	\$66,367	\$74,367
23	Construction	\$67,635	\$61,626	\$65,547
31	Manufacturing	\$64,073	\$66,460	\$68,503
53	Real Estate and Rental and Leasing	\$56,262	\$62,942	\$64,977
71	Arts, Entertainment, and Recreation	\$52,564	\$42,929	\$38,552
48	Transportation and Warehousing	\$51,425	\$47,474	\$55,999
62	Health Care and Social Assistance	\$48,494	\$52,397	\$54,336
56	Administrative and Support and Waste Management and Remediation Services	\$45,374	\$40,449	\$40,036
11	Agriculture, Forestry, Fishing and Hunting	\$44,589	\$43,446	\$45,183
81	Other Services (except Public Administration)	\$43,981	\$36,198	\$35,058
61	Educational Services	\$39,643	\$39,744	\$36,991
44	Retail Trade	\$38,211	\$40,798	\$42,040
	Total	\$51,607	\$52,052	\$58,227

72	Accommodation and Food Services	\$23,445	\$29,428	\$26,647
99	Unclassified Industry	\$0	\$26,908	\$26,908
21	Mining, Quarrying, and Oil and Gas Extraction	\$0	\$102,978	\$99,894
55	Management of Companies and Enterprises	\$0	\$98,099	\$100,837
<b>Total</b>		<b>\$51,607</b>	<b>\$52,052</b>	<b>\$58,227</b>

### Top Occupations - 2018 % of Industry



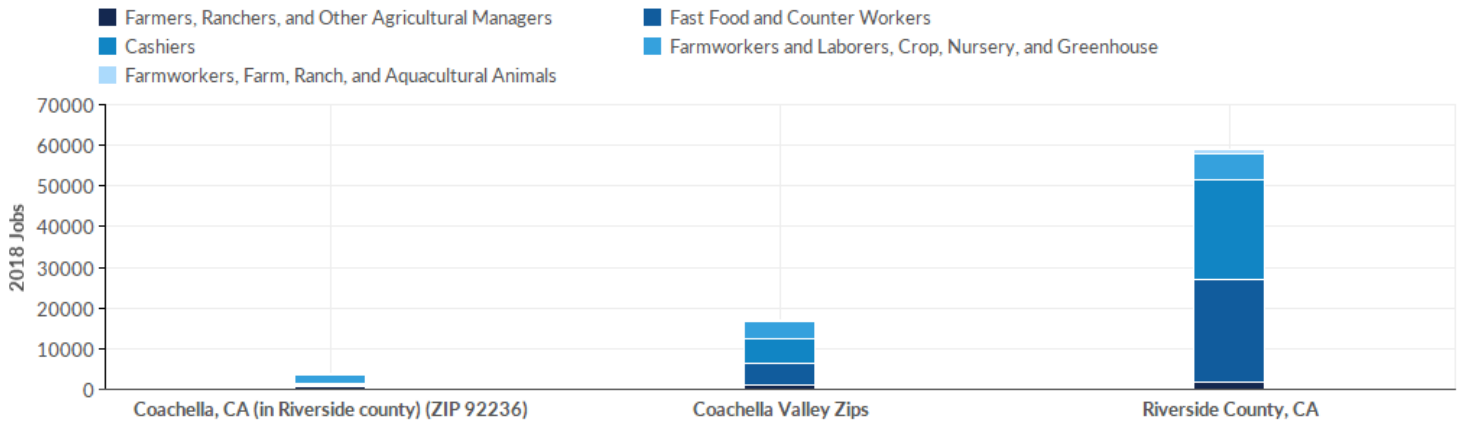
SOC Code	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	21%	2%	1%
11-9013	Farmers, Ranchers, and Other Agricultural Managers	6%	1%	0%
41-2011	Cashiers	4%	3%	3%
45-2093	Farmworkers, Farm, Ranch, and Aquacultural Animals	3%	0%	0%
<b>Total</b>		<b>38%</b>	<b>9%</b>	<b>7%</b>

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35-3023	Fast Food and Counter Workers		3%	3%	3%
		Total	38%	9%	7%

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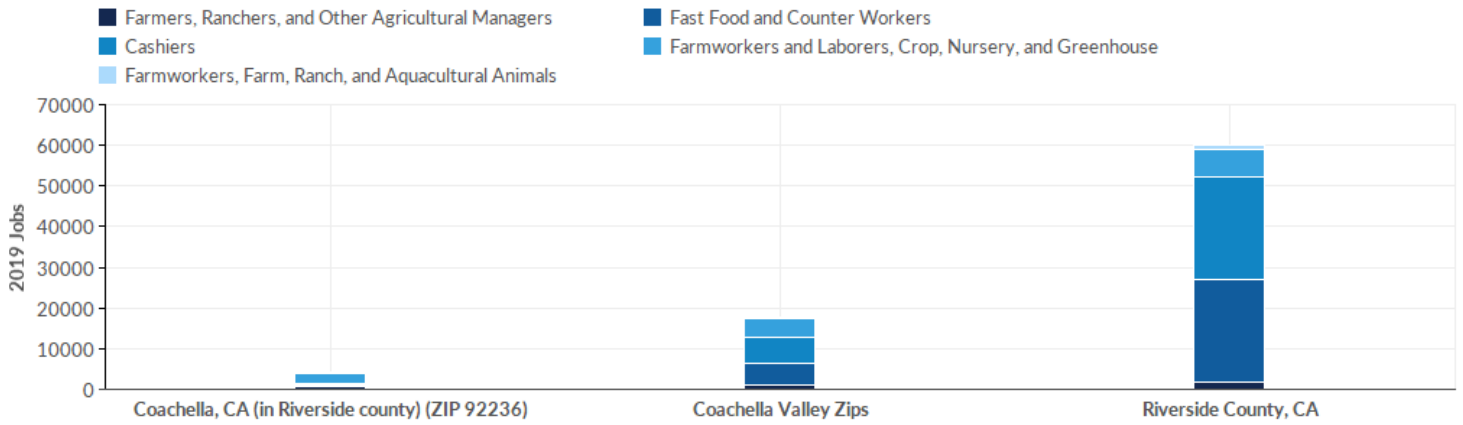
# Top Occupations - 2018 Jobs



SOC Code	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	2,262	4,123	6,531
11-9013	Farmers, Ranchers, and Other Agricultural Managers	674	1,125	1,868
41-2011	Cashiers	473	6,285	24,303
45-2093	Farmworkers, Farm, Ranch, and Aquacultural Animals	342	580	1,017
35-3023	Fast Food and Counter Workers	303	5,114	25,201
	<b>Total</b>	<b>4,053</b>	<b>17,227</b>	<b>58,919</b>

# Top Occupations - 2019 Jobs

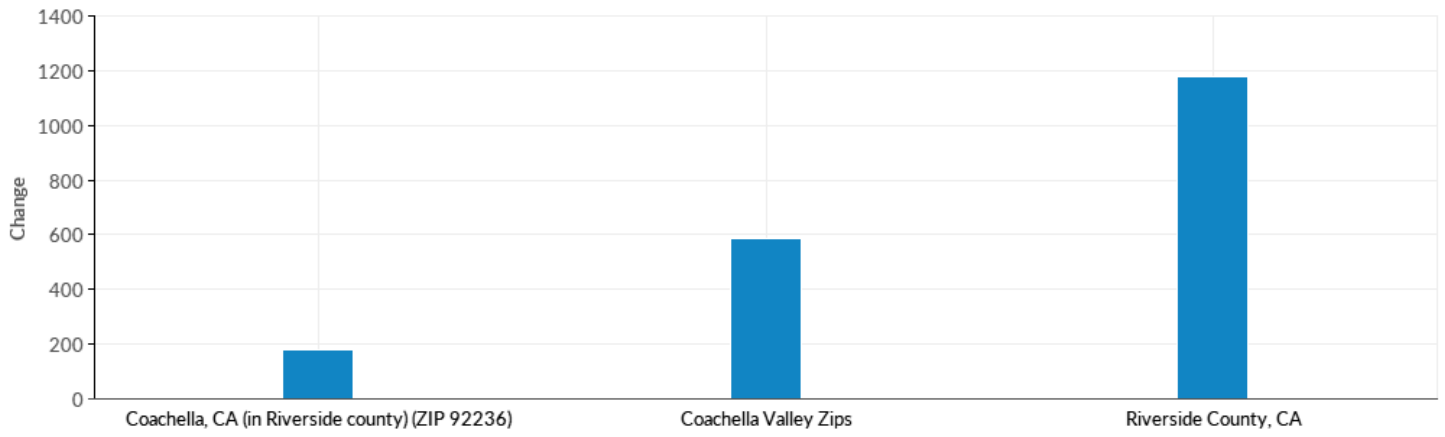
Item 14.



SOC Code	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	2,413	4,413	6,735
11-9013	Farmers, Ranchers, and Other Agricultural Managers	695	1,160	1,924
41-2011	Cashiers	493	6,559	25,260
45-2093	Farmworkers, Farm, Ranch, and Aquacultural Animals	326	551	969
35-3023	Fast Food and Counter Workers	303	5,129	25,209
	<b>Total</b>	<b>4,230</b>	<b>17,812</b>	<b>60,097</b>

# Top Occupations - Change

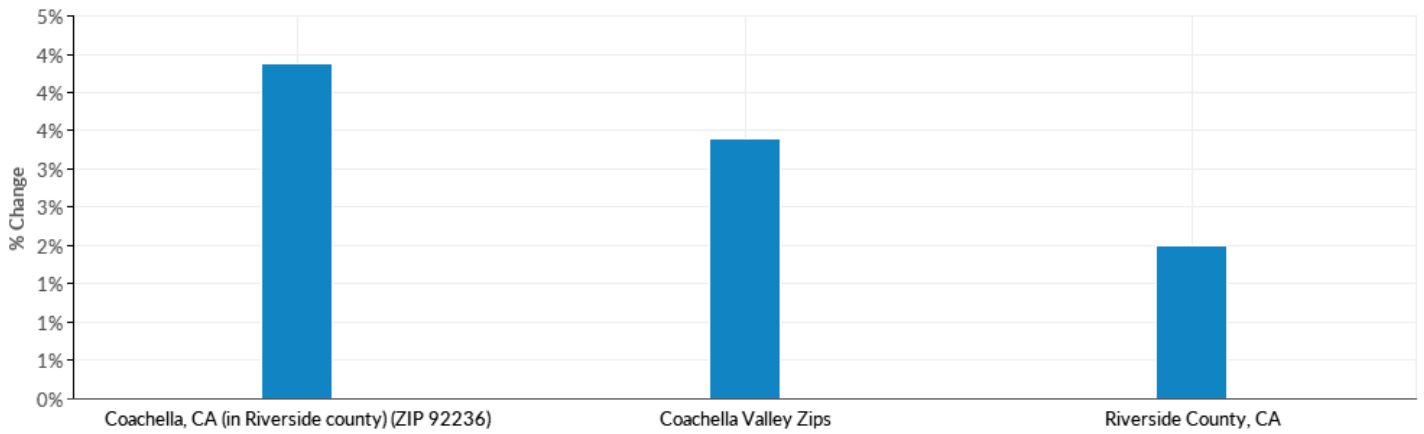
Item 14.



SOC Code	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	151	290	204
11-9013	Farmers, Ranchers, and Other Agricultural Managers	22	35	57
41-2011	Cashiers	20	274	957
35-3023	Fast Food and Counter Workers	0	14	8
45-2093	Farmworkers, Farm, Ranch, and Aquacultural Animals	-16	-29	-48
Total		177	585	1,178

# Top Occupations - % Change

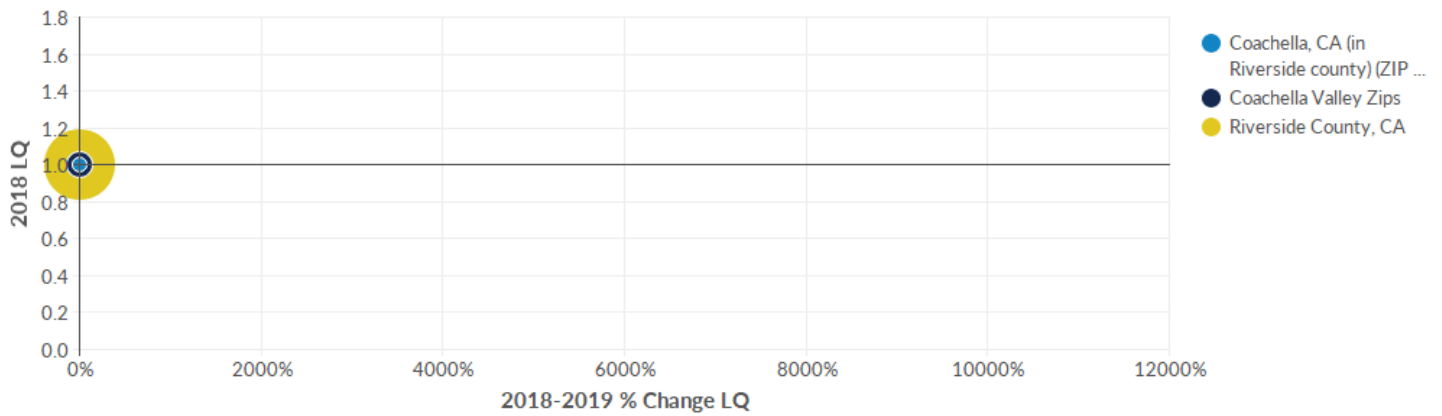
Item 14.



SOC Code	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	7%	7%	3%
41-2011	Cashiers	4%	4%	4%
11-9013	Farmers, Ranchers, and Other Agricultural Managers	3%	3%	3%
35-3023	Fast Food and Counter Workers	0%	0%	0%
45-2093	Farmworkers, Farm, Ranch, and Aquacultural Animals	-5%	-5%	-5%
Total		4%	3%	2%

# Location Quotient Breakdown - 2018 National LQ

Item 14.



Industry	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
11	Agriculture, Forestry, Fishing and Hunting	40.36	3.99	1.30
44	Retail Trade	0.99	1.40	1.16
42	Wholesale Trade	0.99	0.44	0.85
31	Manufacturing	0.91	0.26	0.71
72	Accommodation and Food Services	0.73	1.82	1.15
23	Construction	0.64	1.31	1.80
90	Government	0.58	0.72	1.08
53	Real Estate and Rental and Leasing	0.47	1.52	1.02
48	Transportation and Warehousing	0.43	0.57	1.57
99	Unclassified Industry	0.41	0.57	0.53
56	Administrative and Support and Waste Management and Remediation Services	0.41	1.33	1.13
81	Other Services (except Public Administration)	0.36	1.01	0.93
52	Finance and Insurance	0.29	0.37	0.43
71	Arts, Entertainment, and Recreation	0.29	2.39	1.06
22	Utilities	0.21	1.14	0.46
62	Health Care and Social Assistance	0.18	1.12	1.01
61	Educational Services	0.18	0.41	0.57
Total		1.00	1.00	1.00



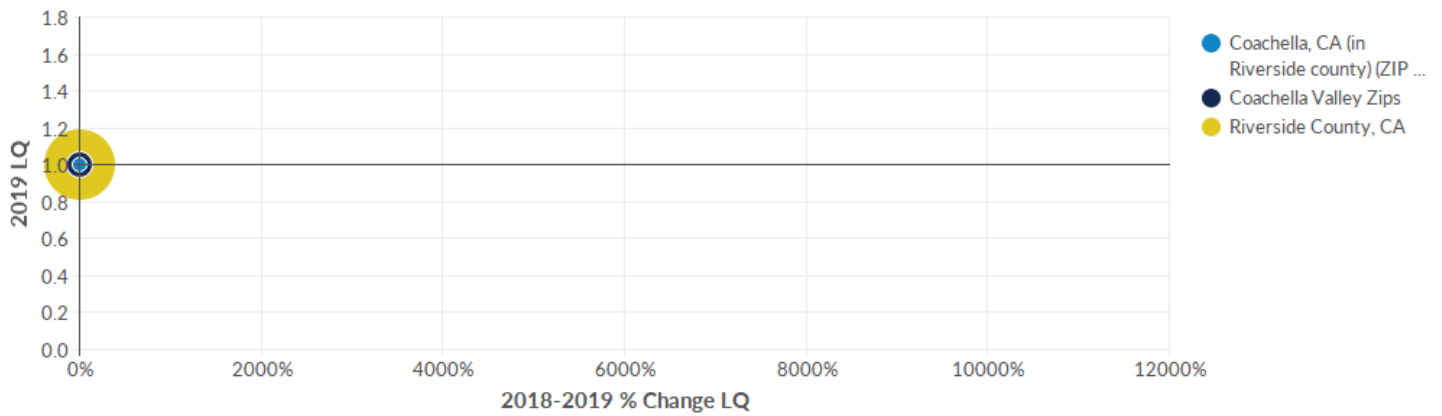
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54	Professional, Scientific, and Technical Services	0.06	0.48	0.55
51	Information	0.02	0.61	0.47
21	Mining, Quarrying, and Oil and Gas Extraction	0.00	0.10	0.12
55	Management of Companies and Enterprises	0.00	0.04	0.21
	Total	1.00	1.00	1.00

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# Location Quotient Breakdown - 2019 National LQ

Item 14.



Industry	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
11	Agriculture, Forestry, Fishing and Hunting	41.79	4.26	1.36
42	Wholesale Trade	0.99	0.48	0.85
44	Retail Trade	0.99	1.40	1.17
31	Manufacturing	0.96	0.25	0.70
72	Accommodation and Food Services	0.73	1.82	1.16
23	Construction	0.61	1.27	1.74
90	Government	0.56	0.72	1.08
53	Real Estate and Rental and Leasing	0.44	1.49	0.99
48	Transportation and Warehousing	0.41	0.55	1.61
56	Administrative and Support and Waste Management and Remediation Services	0.40	1.35	1.16
22	Utilities	0.36	1.18	0.50
81	Other Services (except Public Administration)	0.36	1.01	0.93
52	Finance and Insurance	0.30	0.36	0.40
71	Arts, Entertainment, and Recreation	0.30	2.38	1.06
62	Health Care and Social Assistance	0.18	1.13	1.02
61	Educational Services	0.17	0.40	0.56
54	Professional, Scientific, and Technical Services	0.05	0.46	0.53
Total		1.00	1.00	1.00

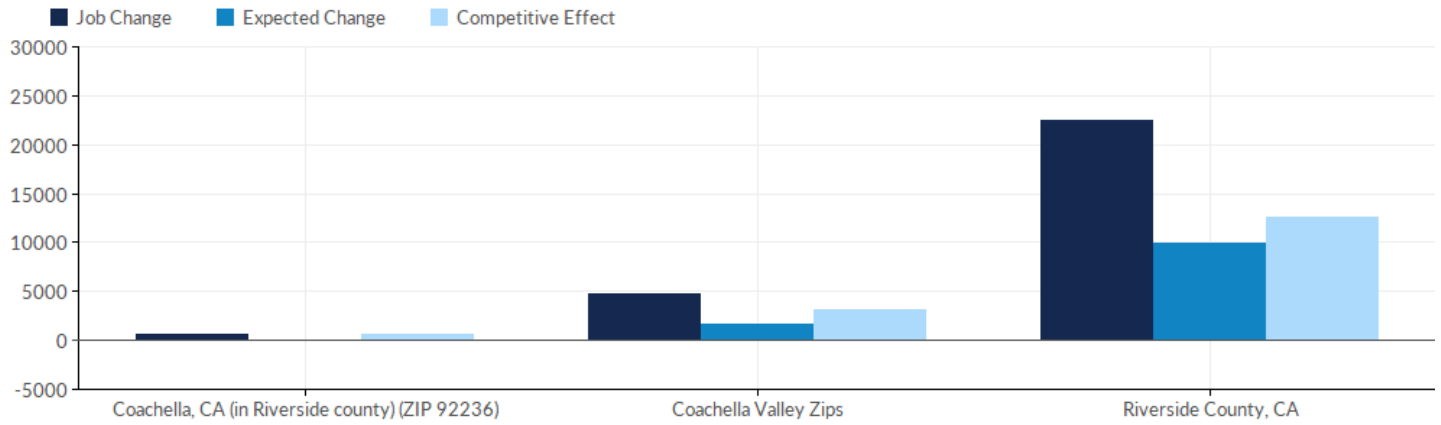
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51	Information	0.02	0.62	0.48
99	Unclassified Industry	0.00	0.02	0.02
21	Mining, Quarrying, and Oil and Gas Extraction	0.00	0.11	0.13
55	Management of Companies and Enterprises	0.00	0.04	0.24
	Total	1.00	1.00	1.00

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# Shift Share Breakdown - Job Change

Item 14.



Industry	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
11	Agriculture, Forestry, Fishing and Hunting	319	625	704
31	Manufacturing	79	46	441
72	Accommodation and Food Services	29	830	3,164
44	Retail Trade	26	-2	546
90	Government	20	522	3,215
42	Wholesale Trade	18	311	656
52	Finance and Insurance	11	6	-611
48	Transportation and Warehousing	9	95	4,416
23	Construction	8	130	639
62	Health Care and Social Assistance	7	1,339	4,704
81	Other Services (except Public Administration)	7	168	707
22	Utilities	6	28	113
71	Arts, Entertainment, and Recreation	4	205	501
56	Administrative and Support and Waste Management and Remediation Services	3	470	2,488
53	Real Estate and Rental and Leasing	1	58	59
61	Educational Services	1	-4	135
51	Information	0	60	296
Total		545	4,795	22,485

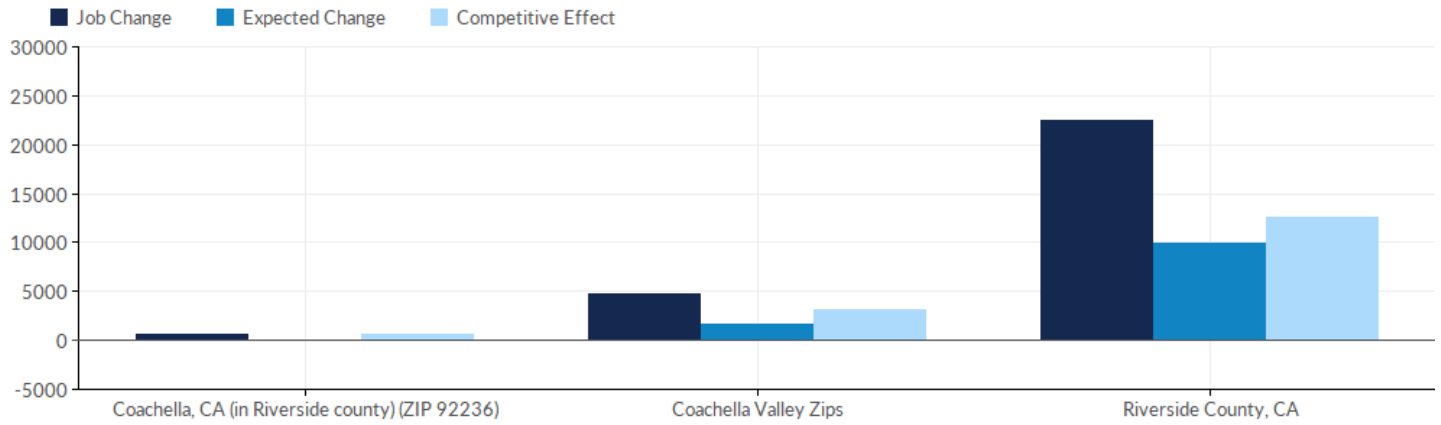
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54	Professional, Scientific, and Technical Services	0	-44	45
55	Management of Companies and Enterprises	0	19	550
21	Mining, Quarrying, and Oil and Gas Extraction	0	13	56
99	Unclassified Industry	-3	-80	-338
	Total	545	4,795	22,485

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# Shift Share Breakdown - Expected Change

Item 14.



Industry	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
23	Construction	10	364	2,303
72	Accommodation and Food Services	9	389	1,126
48	Transportation and Warehousing	8	187	2,359
90	Government	7	152	1,054
31	Manufacturing	7	34	425
62	Health Care and Social Assistance	5	566	2,360
52	Finance and Insurance	2	51	276
42	Wholesale Trade	2	14	125
53	Real Estate and Rental and Leasing	2	98	303
71	Arts, Entertainment, and Recreation	1	121	247
54	Professional, Scientific, and Technical Services	1	110	577
56	Administrative and Support and Waste Management and Remediation Services	1	36	139
61	Educational Services	0	18	116
99	Unclassified Industry	0	2	8
51	Information	0	23	81
21	Mining, Quarrying, and Oil and Gas Extraction	0	0	1
55	Management of Companies and Enterprises	0	2	64
<b>Total</b>		<b>-36</b>	<b>1,639</b>	<b>9,847</b>

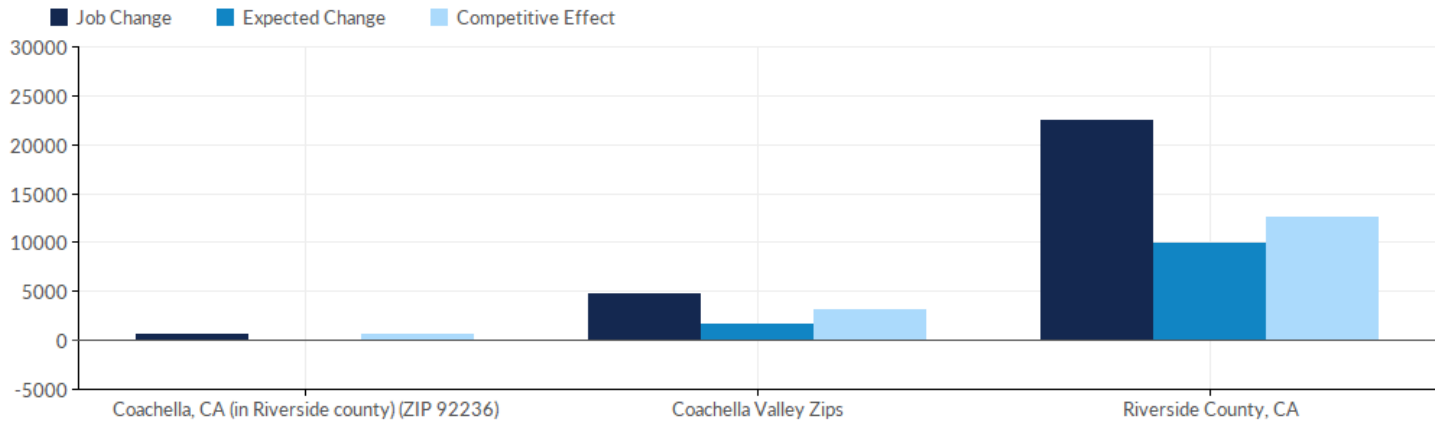
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22	Utilities	0	-5	-10
81	Other Services (except Public Administration)	-1	-36	-151
44	Retail Trade	-14	-356	-1,358
11	Agriculture, Forestry, Fishing and Hunting	-76	-131	-197
	Total	-36	1,639	9,847

---

# Shift Share Breakdown - Competitive Effect

Item 14.



Industry	Description	Coachella, CA (in Riverside county) (ZIP 92236)	Coachella Valley Zips	Riverside County, CA
11	Agriculture, Forestry, Fishing and Hunting	395	756	900
31	Manufacturing	72	12	16
44	Retail Trade	40	355	1,905
72	Accommodation and Food Services	20	441	2,039
42	Wholesale Trade	16	297	531
90	Government	13	369	2,161
52	Finance and Insurance	9	-46	-886
81	Other Services (except Public Administration)	8	203	858
22	Utilities	6	33	122
71	Arts, Entertainment, and Recreation	3	85	253
56	Administrative and Support and Waste Management and Remediation Services	2	434	2,349
62	Health Care and Social Assistance	2	773	2,343
48	Transportation and Warehousing	1	-91	2,057
61	Educational Services	0	-23	18
51	Information	0	37	216
21	Mining, Quarrying, and Oil and Gas Extraction	0	12	55
55	Management of Companies and Enterprises	0	17	486
Total		581	3,156	12,637



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54	Professional, Scientific, and Technical Services	-1	-154	-532
53	Real Estate and Rental and Leasing	-1	-40	-244
23	Construction	-2	-234	-1,664
99	Unclassified Industry	-3	-82	-346
	Total	581	3,156	12,637

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# Appendix A - 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
53	Real Estate and Rental and Leasing

Code	Description
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)
90	Government
99	Unclassified Industry

## 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.

## Staffing Patterns Data

The staffing pattern data in this report are compiled from several sources using a specialized process. For QCEW and Non-QCEW Employees classes of worker, sources include Occupational Employment Statistics, the National Industry-Occupation Employment Matrix, and the American Community Survey. For the Self-Employed and Extended Proprietors classes of worker, the primary source is the American Community Survey, with a small amount of information from Occupational Employment Statistics.

## State Data Sources

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

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

Data for all businesses in area	Coachella cit...			
Total Businesses:	630			
Total Employees:	7,100			
Total Residential Population:	45,162			
Employee/Residential Population Ratio (per 100 Residents)	16			
by SIC Codes	Businesses		Employees	
	Number	Percent	Number	Percent
Agriculture & Mining	22	3.5%	395	5.6%
Construction	43	6.8%	128	1.8%
Manufacturing	9	1.4%	305	4.3%
Transportation	20	3.2%	82	1.2%
Communication	7	1.1%	29	0.4%
Utility	2	0.3%	540	7.6%
Wholesale Trade	27	4.3%	1,933	27.2%
<b>Retail Trade Summary</b>	<b>191</b>	<b>30.3%</b>	<b>1,655</b>	<b>23.3%</b>
Home Improvement	6	1.0%	27	0.4%
General Merchandise Stores	10	1.6%	106	1.5%
Food Stores	30	4.8%	384	5.4%
Auto Dealers, Gas Stations, Auto Aftermarket	22	3.5%	180	2.5%
Apparel & Accessory Stores	11	1.7%	47	0.7%
Furniture & Home Furnishings	5	0.8%	23	0.3%
Eating & Drinking Places	60	9.5%	727	10.2%
Miscellaneous Retail	47	7.5%	161	2.3%
<b>Finance, Insurance, Real Estate Summary</b>	<b>46</b>	<b>7.3%</b>	<b>394</b>	<b>5.5%</b>
Banks, Savings & Lending Institutions	9	1.4%	48	0.7%
Securities Brokers	2	0.3%	253	3.6%
Insurance Carriers & Agents	8	1.3%	22	0.3%
Real Estate, Holding, Other Investment Offices	27	4.3%	71	1.0%
<b>Services Summary</b>	<b>203</b>	<b>32.2%</b>	<b>1,531</b>	<b>21.6%</b>
Hotels & Lodging	1	0.2%	2	0.0%
Automotive Services	30	4.8%	107	1.5%
Motion Pictures & Amusements	15	2.4%	54	0.8%
Health Services	24	3.8%	159	2.2%
Legal Services	4	0.6%	9	0.1%
Education Institutions & Libraries	19	3.0%	786	11.1%
Other Services	110	17.5%	414	5.8%
<b>Government</b>	<b>13</b>	<b>2.1%</b>	<b>104</b>	<b>1.5%</b>
<b>Unclassified Establishments</b>	<b>47</b>	<b>7.5%</b>	<b>4</b>	<b>0.1%</b>
<b>Totals</b>	<b>630</b>	<b>100.0%</b>	<b>7,100</b>	<b>100.0%</b>

**Source:** Copyright 2020 Infogroup, Inc. All rights reserved. Esri Total Residential Population forecasts for 2020.

**Date Note:** Data on the Business Summary report is calculated using **Esri's Data allocation method** which uses census block groups to allocate business summary data to custom areas.

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

Prepared by Esri

by NAICS Codes	Businesses		Employees	
	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing & Hunting	13	2.1%	370	5.2%
Mining	2	0.3%	8	0.1%
Utilities	1	0.2%	500	7.0%
Construction	46	7.3%	134	1.9%
Manufacturing	16	2.5%	337	4.7%
Wholesale Trade	27	4.3%	1,933	27.2%
Retail Trade	123	19.5%	894	12.6%
Motor Vehicle & Parts Dealers	15	2.4%	113	1.6%
Furniture & Home Furnishings Stores	2	0.3%	10	0.1%
Electronics & Appliance Stores	3	0.5%	9	0.1%
Bldg Material & Garden Equipment & Supplies Dealers	6	1.0%	27	0.4%
Food & Beverage Stores	25	4.0%	359	5.1%
Health & Personal Care Stores	9	1.4%	79	1.1%
Gasoline Stations	7	1.1%	67	0.9%
Clothing & Clothing Accessories Stores	15	2.4%	59	0.8%
Sport Goods, Hobby, Book, & Music Stores	7	1.1%	37	0.5%
General Merchandise Stores	10	1.6%	106	1.5%
Miscellaneous Store Retailers	14	2.2%	25	0.4%
Nonstore Retailers	10	1.6%	3	0.0%
Transportation & Warehousing	20	3.2%	92	1.3%
Information	10	1.6%	40	0.6%
Finance & Insurance	19	3.0%	323	4.5%
Central Bank/Credit Intermediation & Related Activities	9	1.4%	48	0.7%
Securities, Commodity Contracts & Other Financial	2	0.3%	253	3.6%
Insurance Carriers & Related Activities; Funds, Trusts &	8	1.3%	22	0.3%
Real Estate, Rental & Leasing	36	5.7%	92	1.3%
Professional, Scientific & Tech Services	27	4.3%	83	1.2%
Legal Services	4	0.6%	9	0.1%
Management of Companies & Enterprises	1	0.2%	3	0.0%
Administrative & Support & Waste Management & Remediation	31	4.9%	131	1.8%
Educational Services	19	3.0%	781	11.0%
Health Care & Social Assistance	32	5.1%	219	3.1%
Arts, Entertainment & Recreation	9	1.4%	45	0.6%
Accommodation & Food Services	61	9.7%	729	10.3%
Accommodation	1	0.2%	2	0.0%
Food Services & Drinking Places	60	9.5%	727	10.2%
Other Services (except Public Administration)	77	12.2%	278	3.9%
Automotive Repair & Maintenance	25	4.0%	88	1.2%
Public Administration	13	2.1%	104	1.5%
Unclassified Establishments	47	7.5%	4	0.1%
<b>Total</b>	<b>630</b>	<b>100.0%</b>	<b>7,100</b>	<b>100.0%</b>

Source: Copyright 2020 Infogroup, Inc. All rights reserved. Esri Total Residential Population forecasts for 2020.

Date Note: Data on the Business Summary report is calculated using Esri's Data allocation method which uses census block groups to allocate business summary data to custom areas.

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

Prepared by Esri

	Coachella cit...
<b>Population Summary</b>	
2000 Total Population	23,189
2010 Total Population	40,704
2020 Total Population	45,162
2020 Group Quarters	40
2025 Total Population	48,053
2020-2025 Annual Rate	1.25%
2020 Total Daytime Population	37,387
Workers	8,027
Residents	29,360
<b>Household Summary</b>	
2000 Households	4,916
2000 Average Household Size	4.69
2010 Households	8,998
2010 Average Household Size	4.52
2020 Households	9,997
2020 Average Household Size	4.51
2025 Households	10,598
2025 Average Household Size	4.53
2020-2025 Annual Rate	1.17%
2010 Families	8,330
2010 Average Family Size	4.57
2020 Families	9,231
2020 Average Family Size	4.57
2025 Families	9,772
2025 Average Family Size	4.59
2020-2025 Annual Rate	1.15%
<b>Housing Unit Summary</b>	
2000 Housing Units	5,546
Owner Occupied Housing Units	54.3%
Renter Occupied Housing Units	34.3%
Vacant Housing Units	11.4%
2010 Housing Units	9,903
Owner Occupied Housing Units	56.4%
Renter Occupied Housing Units	34.5%
Vacant Housing Units	9.1%
2020 Housing Units	10,704
Owner Occupied Housing Units	60.6%
Renter Occupied Housing Units	32.8%
Vacant Housing Units	6.6%
2025 Housing Units	11,441
Owner Occupied Housing Units	60.4%
Renter Occupied Housing Units	32.2%
Vacant Housing Units	7.4%
<b>Median Household Income</b>	
2020	\$40,270
2025	\$43,199
<b>Median Home Value</b>	
2020	\$218,689
2025	\$243,821
<b>Per Capita Income</b>	
2020	\$12,336
2025	\$13,396
<b>Median Age</b>	
2010	24.5
2020	26.5
2025	27.6

**Data Note:** Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.

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

Prepared by Esri

	Coachella cit...
<b>2020 Households by Income</b>	
Household Income Base	9,996
<\$15,000	13.5%
\$15,000 - \$24,999	14.6%
\$25,000 - \$34,999	15.7%
\$35,000 - \$49,999	14.6%
\$50,000 - \$74,999	18.9%
\$75,000 - \$99,999	10.9%
\$100,000 - \$149,999	8.3%
\$150,000 - \$199,999	2.2%
\$200,000+	1.5%
Average Household Income	\$54,625
<b>2025 Households by Income</b>	
Household Income Base	10,599
<\$15,000	12.5%
\$15,000 - \$24,999	13.5%
\$25,000 - \$34,999	14.9%
\$35,000 - \$49,999	14.5%
\$50,000 - \$74,999	19.4%
\$75,000 - \$99,999	11.8%
\$100,000 - \$149,999	9.2%
\$150,000 - \$199,999	2.6%
\$200,000+	1.5%
Average Household Income	\$59,340
<b>2020 Owner Occupied Housing Units by Value</b>	
Total	6,481
<\$50,000	6.2%
\$50,000 - \$99,999	6.2%
\$100,000 - \$149,999	8.4%
\$150,000 - \$199,999	22.0%
\$200,000 - \$249,999	19.0%
\$250,000 - \$299,999	17.5%
\$300,000 - \$399,999	11.7%
\$400,000 - \$499,999	1.5%
\$500,000 - \$749,999	3.0%
\$750,000 - \$999,999	3.0%
\$1,000,000 - \$1,499,999	0.8%
\$1,500,000 - \$1,999,999	0.1%
\$2,000,000 +	0.5%
Average Home Value	\$262,012
<b>2025 Owner Occupied Housing Units by Value</b>	
Total	6,913
<\$50,000	5.1%
\$50,000 - \$99,999	4.8%
\$100,000 - \$149,999	6.0%
\$150,000 - \$199,999	18.5%
\$200,000 - \$249,999	17.7%
\$250,000 - \$299,999	16.9%
\$300,000 - \$399,999	11.7%
\$400,000 - \$499,999	2.2%
\$500,000 - \$749,999	6.0%
\$750,000 - \$999,999	8.1%
\$1,000,000 - \$1,499,999	1.8%
\$1,500,000 - \$1,999,999	0.1%
\$2,000,000 +	1.1%
Average Home Value	\$339,364

**Data Note:** Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.

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

Prepared by Esri

	<b>Coachella cit...</b>
<b>2010 Population by Age</b>	
Total	40,704
0 - 4	11.0%
5 - 9	10.9%
10 - 14	10.4%
15 - 24	18.5%
25 - 34	16.4%
35 - 44	12.8%
45 - 54	10.1%
55 - 64	5.4%
65 - 74	2.8%
75 - 84	1.3%
85 +	0.4%
18 +	61.2%
<b>2020 Population by Age</b>	
Total	45,162
0 - 4	10.7%
5 - 9	10.1%
10 - 14	9.0%
15 - 24	17.3%
25 - 34	17.7%
35 - 44	12.8%
45 - 54	9.6%
55 - 64	7.2%
65 - 74	3.8%
75 - 84	1.5%
85 +	0.4%
18 +	65.1%
<b>2025 Population by Age</b>	
Total	48,052
0 - 4	10.5%
5 - 9	9.6%
10 - 14	9.1%
15 - 24	16.1%
25 - 34	17.4%
35 - 44	13.5%
45 - 54	9.5%
55 - 64	7.3%
65 - 74	4.4%
75 - 84	2.0%
85 +	0.5%
18 +	65.8%
<b>2010 Population by Sex</b>	
Males	20,284
Females	20,420
<b>2020 Population by Sex</b>	
Males	22,720
Females	22,442
<b>2025 Population by Sex</b>	
Males	24,198
Females	23,854

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.



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

Prepared by Esri

	<b>Coachella cit...</b>
<b>2010 Population by Race/Ethnicity</b>	
Total	40,704
White Alone	48.1%
Black Alone	0.8%
American Indian Alone	0.7%
Asian Alone	0.7%
Pacific Islander Alone	0.1%
Some Other Race Alone	47.1%
Two or More Races	2.6%
Hispanic Origin	96.4%
Diversity Index	78.4
<b>2020 Population by Race/Ethnicity</b>	
Total	45,161
White Alone	47.5%
Black Alone	0.8%
American Indian Alone	0.7%
Asian Alone	0.6%
Pacific Islander Alone	0.1%
Some Other Race Alone	47.8%
Two or More Races	2.6%
Hispanic Origin	96.7%
Diversity Index	78.8
<b>2025 Population by Race/Ethnicity</b>	
Total	48,053
White Alone	47.8%
Black Alone	0.8%
American Indian Alone	0.6%
Asian Alone	0.6%
Pacific Islander Alone	0.1%
Some Other Race Alone	47.5%
Two or More Races	2.5%
Hispanic Origin	97.0%
Diversity Index	78.5
<b>2010 Population by Relationship and Household Type</b>	
Total	40,704
In Households	99.9%
In Family Households	97.3%
Householder	20.5%
Spouse	13.7%
Child	48.7%
Other relative	10.6%
Nonrelative	3.8%
In Nonfamily Households	2.6%
In Group Quarters	0.1%
Institutionalized Population	0.0%
Noninstitutionalized Population	0.1%

**Data Note:** Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.

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

Prepared by Esri

		Coachella cit...
<b>2020 Population 25+ by Educational Attainment</b>		
Total		23,949
Less than 9th Grade		28.6%
9th - 12th Grade, No Diploma		12.3%
High School Graduate		38.9%
GED/Alternative Credential		2.1%
Some College, No Degree		12.3%
Associate Degree		2.0%
Bachelor's Degree		2.9%
Graduate/Professional Degree		0.9%
<b>2020 Population 15+ by Marital Status</b>		
Total		31,748
Never Married		41.6%
Married		51.0%
Widowed		3.0%
Divorced		4.3%
<b>2020 Civilian Population 16+ in Labor Force</b>		
Civilian Population 16+		20,808
Population 16+ Employed		77.2%
Population 16+ Unemployment rate		22.8%
Population 16-24 Employed		12.9%
Population 16-24 Unemployment rate		43.0%
Population 25-54 Employed		75.9%
Population 25-54 Unemployment rate		18.4%
Population 55-64 Employed		10.2%
Population 55-64 Unemployment rate		19.7%
Population 65+ Employed		1.0%
Population 65+ Unemployment rate		16.7%
<b>2020 Employed Population 16+ by Industry</b>		
Total		16,061
Agriculture/Mining		10.9%
Construction		11.3%
Manufacturing		4.6%
Wholesale Trade		2.1%
Retail Trade		12.4%
Transportation/Utilities		3.0%
Information		1.2%
Finance/Insurance/Real Estate		3.2%
Services		48.3%
Public Administration		3.1%
<b>2020 Employed Population 16+ by Occupation</b>		
Total		16,060
White Collar		29.9%
Management/Business/Financial		4.9%
Professional		6.6%
Sales		10.8%
Administrative Support		7.5%
Services		33.3%
Blue Collar		36.8%
Farming/Forestry/Fishing		12.5%
Construction/Extraction		9.1%
Installation/Maintenance/Repair		3.8%
Production		4.5%
Transportation/Material Moving		6.8%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.

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

Prepared by Esri

	<b>Coachella cit...</b>
<b>2010 Households by Type</b>	
Total	8,998
Households with 1 Person	5.2%
Households with 2+ People	94.8%
Family Households	92.6%
Husband-wife Families	62.0%
With Related Children	49.1%
Other Family (No Spouse Present)	30.5%
Other Family with Male Householder	9.1%
With Related Children	6.8%
Other Family with Female Householder	21.4%
With Related Children	17.2%
Nonfamily Households	2.3%
All Households with Children	73.6%
Multigenerational Households	17.7%
Unmarried Partner Households	9.6%
Male-female	8.7%
Same-sex	0.9%
<b>2010 Households by Size</b>	
Total	8,998
1 Person Household	5.2%
2 Person Household	11.2%
3 Person Household	14.6%
4 Person Household	22.4%
5 Person Household	20.1%
6 Person Household	12.0%
7 + Person Household	14.5%
<b>2010 Households by Tenure and Mortgage Status</b>	
Total	8,998
Owner Occupied	62.1%
Owned with a Mortgage/Loan	53.4%
Owned Free and Clear	8.7%
Renter Occupied	37.9%
<b>2020 Affordability, Mortgage and Wealth</b>	
Housing Affordability Index	102
Percent of Income for Mortgage	22.7%
Wealth Index	42
<b>2010 Housing Units By Urban/ Rural Status</b>	
Total Housing Units	9,903
Housing Units Inside Urbanized Area	96.4%
Housing Units Inside Urbanized Cluster	0.0%
Rural Housing Units	3.6%
<b>2010 Population By Urban/ Rural Status</b>	
Total Population	40,704
Population Inside Urbanized Area	98.8%
Population Inside Urbanized Cluster	0.0%
Rural Population	1.2%

**Data Note:** Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.

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

Prepared by Esri

**Coachella cit...**

**Top 3 Tapestry Segments**

1. Las Casas (13B)
2. Up and Coming Families (7A)
3. Barrios Urbanos (7D)

**2020 Consumer Spending**

Apparel & Services: Total \$	\$13,935,971
Average Spent	\$1,394.02
Spending Potential Index	65
Education: Total \$	\$10,394,889
Average Spent	\$1,039.80
Spending Potential Index	58
Entertainment/Recreation: Total \$	\$18,508,968
Average Spent	\$1,851.45
Spending Potential Index	57
Food at Home: Total \$	\$33,901,763
Average Spent	\$3,391.19
Spending Potential Index	63
Food Away from Home: Total \$	\$25,056,136
Average Spent	\$2,506.37
Spending Potential Index	66
Health Care: Total \$	\$31,657,020
Average Spent	\$3,166.65
Spending Potential Index	55
HH Furnishings & Equipment: Total \$	\$13,070,374
Average Spent	\$1,307.43
Spending Potential Index	60
Personal Care Products & Services: Total \$	\$5,660,624
Average Spent	\$566.23
Spending Potential Index	62
Shelter: Total \$	\$128,977,290
Average Spent	\$12,901.60
Spending Potential Index	67
Support Payments/Cash Contributions/Gifts in Kind: Total \$	\$12,505,598
Average Spent	\$1,250.94
Spending Potential Index	53
Travel: Total \$	\$14,004,720
Average Spent	\$1,400.89
Spending Potential Index	58
Vehicle Maintenance & Repairs: Total \$	\$6,659,638
Average Spent	\$666.16
Spending Potential Index	57

**Data Note:** Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

**Source:** Consumer Spending data are derived from the 2017 and 2018 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025 Esri converted Census 2000 data into 2010 geography.

# COACHELLA CITY FIRE DEPARTMENT

QUARTERLY REPORT

JANUARY - MARCH 2021



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## INSIDE THIS ISSUE

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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

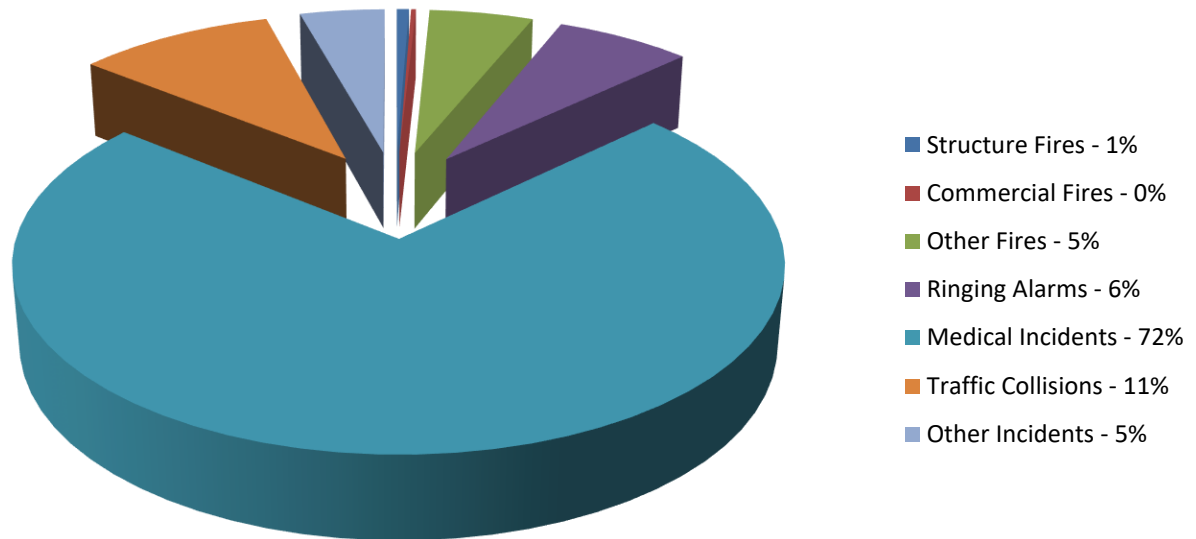
### JANUARY 1, 2021 – MARCH 31, 2021

	JANUARY	FEBRUARY	MARCH	YTD (CITY OF COACHELLA)
STRUCTURE FIRES	0	2	3	5
COMMERCIAL FIRES	1	0	1	2
OTHER FIRES	8	14	21	43
RINGING/FALSE ALARMS	21	21	14	56
MEDICAL INCIDENTS	235	175	183	593
TRAFFIC COLLISIONS	23	31	27	81
OTHER INCIDENTS	11	4	12	27
TOTAL	299	247	261	807

### RESPONSE TIMES

	JANUARY	FEBRUARY	MARCH	YTD (CITY OF COACHELLA)
AVERAGE RESPONSE TIMES (MINUTES)	4.2	4.4	4.2	4.2
% OF CALLS ON SCENE IN 5 MINUTES OR LESS	76%	74%	71%	74%

**Coachella Fire Department Response Totals  
January - March 2021  
Total of 807**



### **SIGNIFICANT EVENT**

1/28/21 – Fire units from Coachella, Indio, La Quinta, Mecca, Palm Desert, and Thousand Palms responded to a residential structure fire at the Desert Palm Apartment Complex in the City of Coachella. The first arriving Engine Company reported a two-story multi-family apartment building with heavy smoke coming from the second floor. Firefighters made access to the second floor and determined the fire was in the common attic space centered above four top floor units. Firefighters were able to quickly extinguish the fire and confine it to the top four units of the building with minor water damage to the lower four units. The fire displaced a total of 8 occupants and all 8 denied the assistance of The American Red Cross. No injuries reported. Total Lost: \$100,000.00 Total Saved: \$8000,000.00

2/20/21 – Fire units were dispatched to a vegetation fire along northbound Highway 86, south of Dillon Road, located about 200 yards east of highway 86 in an open field. The fire burned about three acres of desert brush. This fire was recklessly caused, which originated out of a homeless encampment.

2/26/21 – Coachella City Firefighters along with CAL FIRE / Riverside County Fire units responded to a reported residential structure fire at 52-156 Tripoli Way. The first arriving



Engine Company reported a vacant single-story residential structure well involved in fire. Firefighters were able to quickly contain the fire and mitigate the threat to the adjacent structures. Witnesses did state the structure has been frequently used by transients in the area. Total Lost: \$90,000.00 Total Saved: \$110,000.00

3/7/21 – Fire units from Coachella, Indio, and La Quinta responded to a commercial structure located at the rear of a single-story strip mall building, adjacent to the Neighborhood Walmart in the City of Coachella. Originally, an outside rubbish fire was reported at the rear of the building however upon arrival firefighters determined that the fire may have extended into the wall space of the Vida En Abudancia Fitness Gym. Firefighters contained the fire then breached into the exterior wall above the burn area and extinguished any remaining hot spots. The business owner arrived at the incident and was given an assessment of the fire damage. No other businesses were affected by the fire and no injuries were reported. Total Lost: \$5,000.00 Total Saved: \$5,000,000.00

## **COMMUNITY**

3/24/21 – City of Coachella Firefighters along with participating public safety entities honored fallen border patrol agent Alejandro Flores-Banuelos who was killed in the line of duty.



## **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 2021 First Quarter Report

TO: Honorable Mayor and Council

FROM: Maritza Martinez, Public Works Director

DATE: April 22, 2021

SUBJECT: Quarterly Report

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### **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 January 2021 to March 2021.

	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<b><u>Streets Division</u></b>				
<b>Illegal Dumping</b>				14 removals 60 tires removed 15 homeless camps removed
<b>Weed/brush Abatement</b>				21 jobs
<b>Disaster Council /Quarterly OAPC/ COVID Meetings</b>				38 meetings
<b>Potholes/Street Repairs</b>				5600 Potholes 37 water line street cut repairs
<b>Sidewalk Repairs</b>				2

<b>Street Sign Main.</b>				Replaced 56; Repaired 40
<b>Street Light Repair</b>				158 repaired
<b>Storm Drain Main</b>				7 storm drains
<b>Traffic Control</b>				11 assignments
	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<b><u>Parks/LLMD</u></b>				
<b>Citations Issued</b>				0
<b>Facility Use Permits</b>				0 permits
<b>Overseeding /Fertilization</b>	35 acres			
<b>Park Lighting</b>				19 Fixture Repairs
<b>Holiday Lighting Removed</b>				10,500 linear feet
<b>Sprinkler/Irrigation Repairs</b>				111 Heads; 7 valves; 2 Main Lines; 48 drip line;
<b>Tree/Plant Replacement</b>				3 trees / 85 plants
<b><u>Building Maintenance</u></b>				
<b>HVAC Systems Serviced / Repaired</b>				61 repairs/services
<b>Building Repairs</b>				29
<b>Floor Maintenance</b>		35,500 sq ft		



## Utilities Department Memorandum

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

FROM: Cástulo R. Estrada, Utilities Manager

DATE: April 21, 2021

SUBJECT: Quarterly Activity Report (Jan 2021 to March 2021)

The City of Coachella Utilities Department is submitting the Quarterly Activity report for January through March 2021. 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.

<b>Coachella Water Authority Production and Distribution Highlights</b>	
<i>Description</i>	<i>Value</i>
Total -Water Production (Oct to Dec) (Million Gallons)	446.16
Chlorine Consumption (Gallons)	1575
Water Quality complaints	1
Monthly Samples Collected	172
Valves Exercised	45
Valves Repaired/Replaced	0
Underground Service Alerts	21
Hydrants Flushed/Service	18
Standby Service Calls	10
Water Service Leaks	14
Main Leaks	2
<b>Customer Service Calls</b>	
Office work orders	430
Non-Reads	7007
Meter Replacements	380
Meter Repairs	15
Turn-Off	N/A
Turn-On	N/A
Delinquency Turn Off	0
State DDW Monthly Report Submitted	Yes
<b>Well Depths Monitored</b>	
Well No. 10 Depth (feet,) SWL	30.2 ft.
Well No. 11 Depth (feet,) PWL	126 ft.
Well No. 12 Depth (feet,) SWL	69.6 ft.

Well No. 16 Depth (feet, )	-
Well No. 17 Depth (feet, ) PWL	132 ft.
Well No. 18 Depth (feet, bgs) SWL	72 ft.
Well No. 19 Depth (feet, bgs) PWL	136 ft.
<b>Annual Production</b>	
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 Third Quarter of January, February, & March 2021, almost 250.464 MG of wastewater was received at the wastewater plant or average daily flow of 2.800 MGD. The plant treated a total of 203.695 MG. A total of 305 samples were collected at the plant for monitoring.

<b>Water Reclamation Facility – 87-075 Enterprise Way</b>	
<u>Description</u>	<u>Value</u>
Total Influent per month (MG)	83.488
Influent Ave. Daily Flow (MGD)	2.800
Total Effluent per month (MG)	67.898
Effluent Ave. Daily Flow (MGD)	2.263
Plant Permitted Capacity (MGD)	4.5
Operational Upsets	None
Permit Violations	None
Hypochlorite consumption (Gallon)	13,850
Sodium Bisulfite consumption (Gallon)	5,733
Odor complaints	0
Samples collected this quarter (Plant)-	305
State Report completed/submitted	Yes

<b>Collection System &amp; Pump Stations Highlights</b>	
<u>Description</u>	<u>Value</u>
Underground Service Alert	95
Collection System Cleaning (feet)	19,832
Manhole Inspection/Cleaning	56
Collection System Spills	None
Collection System Blockages	0
Stand-By Calls	4
Collection System CCTV Inspection (feet)	1,400
Samples Collected (Field)	None
Pump Station Alarms	2
Wet Well Cleaning	1
Wet Well Inspections	39

### **Environmental/Regulatory Division:**

The Environmental/Regulatory Division of the Utilities Department is responsible for areas relating directly to water, wastewater, stormwater, and air quality protection. Initial focus is aimed at the National Pollutant Discharge Elimination System (NPDES) Industrial 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: Item 14.

### **Coachella Water Tasks**

- Turf Program- Sent out news release for Prop 1 Grant for conservation program – turf and conservation rebates available– program has revised and updated forms and website;
- 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 campaign; online and print ads for both English and Spanish language outlets; Attended and presented at the Water Counts Academy (virtual format)
- Attended various DWR webinars for water conservation.
- Attended Water Agency Messaging Webinar by Probolsky Research;
- Forwarded notification for AWIA Assessment and Response Plan deadlines to UM
  
- 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.;
- Conference call with Coachella Bar - Grease Trap Pilot Program Coachella Bar tenant improvement for old Fire Station location;
- Attended and moderated with State Cannabis regulatory staff, networking roundtable covering cannabis at CWEA 2021 Pretreatment, Pollution Prevention and Stormwater virtual conference; survey stated most wastewater treatment agencies are allowing discharge of wastewater generated from indoor cultivation – *the City is the only Valley wastewater treatment plant that accepts wastewater from cultivation- all others require containment and haul-off – monitoring data shows very low impacts from cultivation; data also shows water consumption trends along with most residential customers;*
- Submitted fee calculation for sewer capacity for various projects
- Submitted various response Public Records Requests to City Clerk
- Attended various meetings for Coachella Valley SNMP Development Workplan
- 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**

- Attended monthly Desert Task MS4 NPDES meetings in Via Zoom meeting – discussions included Regional Board’s permit renewal updates and new regulation that may be implemented in the WWR NPDES permit: review upcoming regulations for MS4 and WWTP ;
- Uploaded and forwarded the latest PROJECT 5 CEQA Memos for City of Coachella updates from legal;
- Attended CalRecycle public meeting
- Finalized and submitted the Annual NPDES MS4 report
- Reviewed/commented various WQMP for construction projects;
- Attended monthly Coachella Valley Environmental Justice Enforcement Task Force Meetings;
- 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**  
**4/28/2021**

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

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

**SUBJECT:** Maintenance of Effort Certification Statements Fiscal Year 2021/2022, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding

**STAFF RECOMMENDATION:**

Authorize the City Manager to Execute a Maintenance of Effort Certification Statement for Fiscal Year 2021/2022, the Local Streets and Roads Revenue Projections, as well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding

**BACKGROUND:**

The requirements for receipt of Measure A Local Street and Roads funding are to submit a Five-Year Capital Improvement Projects Plan (CIP), a signature on the Maintenance of Effort Certification, and a Project Status Report for the prior fiscal year funding.

The Five Year CIP plan is a list of proposed uses for Measure A Local Streets and Roads funding and must be based upon the revenue projections provided from Riverside County Transportation Commission. The 5 year CIP includes the description of the anticipated projects, the funding sources of the projects, and expenditures that will be anticipated from year to year.

The Measure A Ordinance requires annual certification that discretionary General Fund expenditures for transportation related construction and maintenance activities for each fiscal year. Fiscal Year 2021/2022 will meet or exceed the Maintenance of Effort Certification Base Year requirement. This certification process is one part of the regulations to receive Measure A funding.

The Riverside County Transportation Commission must also receive a Project Status Report for the prior fiscal year. The purpose of this report is to document the progress to date on engineering, right-of-way acquisition, and construction projects that Measure A is funding as well as the completion date or anticipated completion date of the projects.

**FISCAL IMPACT:**

Authorizing the City Manager to Execute the 3 documents outlined above; the FY 2021/2022 Maintenance of Effort Certification Statement, the Local Streets and Roads Revenue Projections, and the Projected Five Year Measure A Capital Improvement Plans Budget, will benefit the City of Coachella by maintaining City eligibility to continue receiving Measure A funding.

**Attachments:**

Att. A: Measure A 2021/2022 Revenue Projections

Att. B: 2021-2025 Capital Improvement Plan and 20/21 Project Status Report

Att. C: 2021/2022 Measure A MOE Certification

Att. D: City of Coachella Measure A Final Report 2020/2021

Att. E: 5 Year Measure A Capital Improvement Plan

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**MEASURE A LOCAL STREETS AND ROADS PROGRAM ALLOCATION (PROJECTION)**  
**FY 2021/22 (1/13/2021)**

	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
<b>Western County</b>						
<b>Local Streets &amp; Roads</b>						
BANNING	\$ 630,000	\$ 624,000	\$ 630,000	\$ 636,000	\$ 642,000	\$ 648,000
BEAUMONT	1,005,000	1,060,000	1,071,000	1,082,000	1,093,000	1,104,000
CALIMESA	188,000	192,000	194,000	196,000	198,000	200,000
CANYON LAKE	205,000	201,000	203,000	205,000	207,000	209,000
CORONA	4,455,000	4,378,000	4,422,000	4,466,000	4,511,000	4,556,000
EASTVALE	1,447,000	1,472,000	1,487,000	1,502,000	1,517,000	1,532,000
HEMET	1,874,000	1,881,000	1,900,000	1,919,000	1,938,000	1,957,000
JURUPA VALLEY	2,256,000	2,317,000	2,340,000	2,363,000	2,387,000	2,411,000
LAKE ELSINORE	1,429,000	1,433,000	1,447,000	1,461,000	1,476,000	1,491,000
MENIFEE	1,893,000	1,950,000	1,970,000	1,990,000	2,010,000	2,030,000
MORENO VALLEY	4,267,000	4,275,000	4,318,000	4,361,000	4,405,000	4,449,000
MURRIETA	2,657,000	2,609,000	2,635,000	2,661,000	2,688,000	2,715,000
NORCO	705,000	727,000	734,000	741,000	748,000	755,000
PERRIS	2,032,000	2,189,000	2,211,000	2,233,000	2,255,000	2,278,000
RIVERSIDE	7,921,000	7,854,000	7,933,000	8,012,000	8,092,000	8,173,000
SAN JACINTO	945,000	982,000	992,000	1,002,000	1,012,000	1,022,000
TEMECULA	3,392,000	3,195,000	3,227,000	3,259,000	3,292,000	3,325,000
WILDOMAR	688,000	703,000	710,000	717,000	724,000	731,000
RIVERSIDE COUNTY	5,987,000	5,948,000	6,007,000	6,067,000	6,128,000	6,189,000
<b>SUBTOTAL-Western County</b>	<b>43,976,000</b>	<b>43,990,000</b>	<b>44,431,000</b>	<b>44,873,000</b>	<b>45,323,000</b>	<b>45,775,000</b>
<b>Coachella Valley</b>						
CATHEDRAL CITY	1,503,000	1,511,000	1,526,000	1,541,000	1,556,000	1,572,000
COACHELLA	647,000	620,000	626,000	632,000	638,000	644,000
DESERT HOT SPRINGS	513,000	510,000	515,000	520,000	525,000	530,000
INDIAN WELLS	280,000	266,000	269,000	272,000	275,000	278,000
INDIO	2,049,000	2,017,000	2,037,000	2,057,000	2,078,000	2,099,000
LA QUINTA	1,583,000	1,552,000	1,568,000	1,584,000	1,600,000	1,616,000
PALM DESERT	2,915,000	2,838,000	2,866,000	2,895,000	2,924,000	2,953,000
PALM SPRINGS	2,338,000	2,510,000	2,535,000	2,560,000	2,586,000	2,612,000
RANCHO MIRAGE	961,000	989,000	999,000	1,009,000	1,019,000	1,029,000
RIVERSIDE COUNTY	1,850,000	1,805,000	1,823,000	1,841,000	1,859,000	1,878,000
<b>SUBTOTAL-Coachella Valley</b>	<b>14,639,000</b>	<b>14,618,000</b>	<b>14,764,000</b>	<b>14,911,000</b>	<b>15,060,000</b>	<b>15,211,000</b>
<b>Palo Verde Valley</b>						
BLYTHE	668,000	677,000	684,000	691,000	698,000	705,000
RIVERSIDE COUNTY	180,000	177,000	179,000	181,000	183,000	185,000
<b>SUBTOTAL-Palo Verde Valley</b>	<b>848,000</b>	<b>854,000</b>	<b>863,000</b>	<b>872,000</b>	<b>881,000</b>	<b>890,000</b>
<b>TOTAL <sup>1</sup></b>	<b>\$ 59,463,000</b>	<b>\$ 59,462,000</b>	<b>\$ 60,058,000</b>	<b>\$ 60,656,000</b>	<b>\$ 61,264,000</b>	<b>\$ 61,876,000</b>

<sup>1</sup> Administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis. Accordingly, the Measure A allocations to each geographic area by program will be reduced for such quarterly cost allocations.

Note: Estimate for Planning Purposes, subject to change and rounding differences.



**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

**PROJECT STATUS REPORT FY 2020/21**

Agency: COACHELLA  
 Prepared by: Andrew Simmons  
 Phone #: 760-398-5744  
 Date: 4/5/2021

Item No.	Project Name / Limits	Project Type	Total Cost	Anticipated Measure A Funds Expended (Est thru 6/30/2021)	Estimated/ Actual Completion	Status
2021-02	ST-119 & ST-88 Street Resurfacing, Phase 15	This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.	2,000,000	270,288	Completed FY 20/21	Complete



**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

2021-03	ST-129 Avenue 50 & Calhoun	This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.	639,000	119,000	In Progress to be completed in FY 21/22	In progress
<b>TOTAL</b>			<b>\$ 2,639,000</b>	<b>\$ 389,288</b>		



**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

**FY 2021/22**

Agency: COACHELLA  
 Prepared by: Andrew Simmons  
 Phone #: 760-398-5744  
 Date: 4/5/2021

<b>FY 2019/20 Audited Measure A Balance:</b>	\$ 189,685
<b>FY 2020/21 (Revised) Measure A Revenue:</b>	647,000
<b>Less: FY 2020/21 Project Status Report expenses:</b>	<u>(389,288)</u>
<b>Estimated Prior Year Measure A Balance:</b>	447,397
<b>Estimated FY 2021/22 Measure A Allocation:</b>	<u>620,000</u>
<b>Estimated Measure A Available for FY 2021/22 Projects:</b>	\$ 1,067,397

Item No.	Project Name / Limits	Project Type	Total Project Cost	Measure A Funds
<u>2021/22</u>				
2022-01	ST-105 Street Resurfacing, Phase 17	This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.	\$ 561,815	\$ 561,815
2022-02	ST-129 Avenue 52 and Calhoun	Pavement rehabilitation from Calhoun to City Limits. This is a joint project with the County of Riverside.	639,000	133,604



**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

2022-03	ST-133 Airport Blvd Segments Microsurfacing	Rout and Seal cracks, remove current painted traffic stripe and pavement markings, microsurfacing, thermoplastic crosswalk and pavement markings, paint traffic stripe with two coats and reflective pavement markers. Joint project with the County, with the County of Riverside Lead.	58,185	58,185
		<b>TOTAL</b>	<b>\$ 1,259,000</b>	<b>\$ 753,604</b>



**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

**FY 2022/23**

Agency: COACHELLA  
 Prepared by: Andrew Simmons  
 Phone #: 760-398-5744  
 Date: 4/5/2021

**Estimated Prior Year Measure A Balance:** \$ 313,793  
**Estimated FY 2022/23 Measure A Allocation:** 626,000  
**Estimated Measure A Available for FY 2022/23 Projects:** \$ 939,793

Item No.	Project Name / Limits	Project Type	Total Project Cost	Measure A Funds
<u>2022/23</u>				
2023-01	ST-113 Street Resurfacing, Phase 18	This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.	\$ 626,000	\$ 626,000
		<b>TOTAL</b>	<b>\$ 626,000</b>	<b>\$ 626,000</b>





**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

**FY 2023/24**

Agency: COACHELLA  
 Prepared by: Andrew Simmons  
 Phone #: 760-398-5744  
 Date: 4/5/2021

**Estimated Prior Year Measure A Balance:** \$ 313,793  
**Estimated FY 2023/24 Measure A Allocation:** 632,000  
**Estimated Measure A Available for FY 2023/24 Projects:** \$ 945,793

Item No.	Project Name / Limits	Project Type	Total Project Cost	Measure A Funds
<u>2023/24</u>				
2024-01	ST-118 Street Resurfacing, Phase 19	This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.	\$ 632,000	\$ 632,000
			-	-
			-	-
		<b>TOTAL</b>	<b>\$ 632,000</b>	<b>\$ 632,000</b>



**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

**FY 2024/25**

Agency: COACHELLA  
 Prepared by: Andrew Simmons  
 Phone #: 760-398-5744  
 Date: 4/5/2021

**Estimated Prior Year Measure A Balance:** \$ 313,793  
**Estimated FY 2024/25 Measure A Allocation:** 638,000  


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**Estimated Measure A Available for FY 2024/25 Projects:** \$ 951,793

Item No.	Project Name / Limits	Project Type	Total Project Cost	Measure A Funds
<u>2024/25</u>				
2025-01	ST-128 Street Resurfacing, Phase 20	This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.	\$ 638,000	\$ 638,000
			-	-
			-	-
		<b>TOTAL</b>	<b>\$ 638,000</b>	<b>\$ 638,000</b>



**MEASURE A  
LOCAL STREETS  
AND ROADS PROGRAM**

**FY 2025/26**

Agency: COACHELLA  
 Prepared by: Andrew Simmons  
 Phone #: 760-398-5744  
 Date: 4/5/2021

Estimated Prior Year Measure A Balance: \$ 313,793  
 Estimated FY 2025/26 Measure A Allocation: 644,000  
 Estimated Measure A Available for FY 2025/26 Projects: \$ 957,793

Item No.	Project Name / Limits	Project Type	Total Project Cost	Measure A Funds
<u>2025/26</u>				
2026-01	ST-132 Street Resurfacing, Phase 21	This project will improve the street pavement and resurfacing. This will include repair or replacement of curb, gutter, sidewalks, new overlay, and the installation of handicap ramps as required. The street pavements are identified from the Pavement Management Update.	\$ 644,000	\$ 644,000
			-	-
			-	-
		<b>TOTAL</b>	<b>\$ 644,000</b>	<b>\$ 644,000</b>

**FY 2021/22  
MAINTENANCE OF EFFORT CERTIFICATION STATEMENT**

The undersigned agrees and certifies for the city of Coachella (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission ("Measure A") shall be used in compliance with the Commission's Maintenance of Effort Guidelines and a base year amount of \$92,205, approved by the Commission at its September 14, 2011 meeting, and that the Agency shall not use such funds to replace discretionary local funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction or loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
SECRETARY

**CITY OF COACHELLA, CALIFORNIA**

Report on Agreed-Upon Procedures  
Applied to Measure A – Local Streets and Roads

Fiscal Year Ended June 30, 2020

**Independent Accountant's Report  
On Applying Agreed-Upon Procedures**

The Board of Commissioners  
Riverside County Transportation Commission  
Riverside, California

We have performed the procedures enumerated below, which were agreed to by the Riverside County Transportation Commission ("RCTC"), solely to assist RCTC in determining whether the City of Coachella, California ("City") was in compliance with the Measure A Local Streets and Roads Program grant terms and conditions for the year ended June 30, 2020. The City's management is responsible for the accounting records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below, either for the purpose for which this report has been requested, or for any other purpose.

Our procedures and related findings are as follows:

1. Obtain the 2009 Measure A (Ordinance 02-001) compliance requirements. Western County jurisdictions are required to participate in the Transportation Uniform Mitigation Fee ("TUMF") program and in the Multi-Species Habitat Conservation Plan ("MSHCP"), which are administered by the Western Riverside Council of Governments ("WRCOG") and the Western Riverside County Regional Conservation Authority ("RCA"), respectively. Coachella Valley jurisdictions are required to participate in the TUMF program administered by the Coachella Valley Association of Governments ("CVAG"). Indicate participation in TUMF and/or MSHCP programs.

Finding: No exceptions were noted as a result of applying this procedure. The City participates in the TUMF program administered by CVAG.

2. Obtain the City's approved 5-Year Capital Improvement Plan ("CIP") from RCTC for the fiscal year ended June 30, 2020.

Finding: No exceptions were noted as a result of applying this procedure.

3. Obtain a detailed general ledger and balance sheet from the City for the fiscal year ended June 30, 2020.
  - a. Identify the amount of Measure A cash and investments recorded at June 30, 2020. Compare amount to Measure A fund balance and provide an explanation for any difference greater than 25% fund balance.

Finding: Measure A cash and investments were \$246,972 at June 30, 2020. The difference between Measure A cash and investments of \$246,972 and fund balance of \$189,685 is \$57,287 or 30% of the fund balance. The variance is due to accounts receivable of \$20,304, due from other agencies of \$122,693, interest receivable of \$4,804, accounts payable of \$104,268, and due from other governments of \$100,820.

- b. Identify amounts due from other funds.

Finding: There were no amounts due from other funds at June 30, 2020.

- c. Identify the components of ending fund balance for Measure A activity.

Finding: Ending fund balance for Measure A activity was unassigned in the amount of \$189,685 at June 30, 2020.

- i. Identify the existence of any restatement of Measure A fund balance and inquire of management as to the reason for any restatement.

Finding: We noted a restatement of Measure A fund balance at June 30, 2019 of \$46,914. Per discussion with the City, the \$46,914 revenue was reclassified as unavailable revenue as it was received after the 60-day revenue recognition period.

- ii. Compare ending fund balance to total revenues for the current year and prior two years. If ending fund balance is greater than sum of total revenues for the three-year period, inquire of management as to the reason(s) for the accumulation of fund balance.

Finding: No exceptions were noted as a result of applying this procedure. The City's ending fund balance did not exceed the cumulative total revenues for the 3-year period as illustrated below.

Revenue for year ended June 30, 2020	\$ 711,513
Revenue for year ended June 30, 2019	695,343
Reclassification of revenue as unearned revenue in FY 2019	(46,914)
Revenue for year ended June 30, 2018	<u>631,839</u>
Total Revenue for the 3-year period	<u>\$ 1,991,781</u>
Fund balance for year ended June 30, 2020	<u>\$ 189,685</u>

- 4. Obtain an operating statement for Measure A activity for the fiscal year ended June 30, 2020 (see Exhibit A), including budget amounts.

- a. Review the revenues in the operating statement.

- i. Inquire of management as to what fund was used to record Measure A revenues received from RCTC and document total revenues for the fiscal year ended June 30, 2020.

Finding: The City accounts for Measure A revenue in its Local Transportation Fund – Measure A (Fund #117). The City recorded total revenues in the amount of \$711,513 for the fiscal year ended June 30, 2020.

- ii. Obtain a listing of Measure A payments made from RCTC to the City. Compare the Measure A revenues recorded by the City to the listing of payments made by RCTC.

Finding: We identified the following variances between the Measure A revenues recorded by the City and RCTC Measure A payment schedule.

	<u>RCTC</u>	<u>City of Coachella</u>
Measure A revenue recorded	\$ 636,862	\$ 683,776
2019 allocation payment for June	<u>-</u>	<u>(46,914)</u>
Measure A revenue reconciled	<u>\$ 636,862</u>	<u>\$ 636,862</u>

The difference is due to the June 2019 payment from RCTC, in the amount of \$46,914, being recorded by the City in fiscal year 2020.

- iii. Determine the amount of interest allocated to Measure A activity for the fiscal year ended June 30, 2020.

Finding: The City allocated interest in the amount of \$27,737 to the Measure A activity for the fiscal year ended June 30, 2020.

b. Review the expenditures in the operating statement.

- i. Inquire of management as to what fund is used to record Measure A expenditures and document total expenditures for the fiscal year ended June 30, 2020.

Finding: The City accounts for Measure A expenditures in its Local Transportation Fund – Measure A (Fund #117). The City recorded total expenditures in the amount of \$1,343,789 for the fiscal year ended June 30, 2020.

- ii. Select expenditures for testing that comprise at least 20% of total Measure A expenditures.

Finding: The City recorded Measure A expenditures in the amount of \$1,343,789. We selected \$605,966 or 45.09% for testing.

- 1. For the expenditures selected for testing, compare the dollar amount recorded in the general ledger to the supporting documentation.

Finding: No exceptions were noted as a result of applying this procedure.



2. For the expenditures selected for testing, review the 5-Year CIP, and note whether the projects claimed were included in the 5-Year CIP and whether they constitute allowable costs.

Finding: Expenditures selected for testing were included in the 5-Year CIP and were allowable costs. No exceptions were noted as a result of applying this procedure.

- iii. Inquire of management as to the nature of any transfers (in and out) recorded in the Measure A Fund. For any transfers out, determine if nature of transfer out was included in the 5-Year CIP.

Finding: We noted transfers out from the Measure A fund in the amount of \$1,338,921 to the CIP Project Fund. These transfers represent reimbursements for projects included in the 5-Year CIP.

- iv. Inquire of management as to the amount of general or non-project-related costs, if any, included in expenditures. If indirect costs exceed 8% of Measure A revenue, inquire of management as to the basis for indirect costs charged to Measure A. If indirect costs are identified, determine if such costs are included in the 5-Year CIP.

Finding: Per discussion with management, there were no indirect costs recorded for the fiscal year ended June 30, 2020.

- v. Inquire of management as to the amount of debt service expenditures recorded in the Measure A fund.

1. For cities with advance funding agreements with RCTC, compare debt service expenditures to Measure A payments withheld by RCTC.

Finding: There was no advance funding agreement with RCTC noted.

2. For cities with other indebtedness, determine if such costs are included in the 5-Year CIP.

Finding: There were no debt service expenditures recorded in the Measure A Fund that were noted as a result of applying this procedure.

3. Compare the debt service expenditures to prior year amount. If debt service expenditures have increased or decreased at least 25%, inquire of management as to the reason for the change in debt service expenditures.

Finding: The City did not record debt service expenditures.

5. Obtain from RCTC a listing of jurisdictions that participate in the Western County or Coachella Valley TUMF programs.

- a. If the jurisdiction is a participant in the TUMF program, select at least one disbursement for validation as to the amount remitted to WRCOG or CVAG, as applicable.

Finding: We selected one disbursement of \$73,920 for validation. The payment selected for testing indicated that the TUMF was collected and remitted to CVAG as required.

- b. Indicate the total amount of TUMF collected and remitted during the fiscal year ended June 30, 2020.

Finding: The total amount of TUMF collected during the fiscal year ended June 30, 2020 was \$328,636. The total amount of TUMF remitted during the fiscal year ended June 30, 2020 was \$330,349. The difference in the amount of \$1,713 was due to a TUMF collection for FY 2018-19 being remitted in FY 2019-20.

- 6. Obtain from RCTC a listing of jurisdictions that participate in the Western County MSHCP program.

- a. If the jurisdiction is a participant in the Western County MSHCP program, select at least one disbursement for validation as to the amount remitted to RCA.

Finding: The City is not a participant in the Western County MSHCP program.

- b. Inquire of management as to the existence of any fees collected in prior years that were not remitted to RCA by the end of this fiscal year.

Finding: The City is not a participant in the Western County MSHCP program.

- c. Indicate the total amount of Western County MSHCP fees collected and remitted during the fiscal year.

Finding: The City is not a participant in the Western County MSHCP program.

- 7. Obtain from RCTC the Maintenance of Effort ("MOE") base year requirement, including its supporting detail calculations for the City, and the carryover amount allowed as of the beginning of the fiscal year.

- a. Obtain from the City a calculation of its current year MOE amount in a format similar to its base year calculation. See Exhibit B.

Finding: No exceptions were noted as a result of applying this procedure.

- b. Compare the current year MOE amounts from the General Fund to the general ledger.

Finding: No exceptions were noted as a result of applying this procedure.

- c. Review the General Fund general ledger to determine if there were any transfers in to fund any MOE amounts.

Finding: No transfers in from Measure A fund were noted. Therefore, no adjustment was necessary.

- d. Compare the amount of current year MOE expenditures to the MOE base requirement and add any excess to, or subtract any deficiency from, the carryover amount.

Finding: We noted that current year MOE expenditures of \$1,293,252 were greater than the MOE base requirement of \$92,205 resulting in an excess of \$1,201,047 for the fiscal year ended June 30, 2020.

- e. If the amount of discretionary funds spent is less than the MOE base requirement (MOE deficiency), determine the amount of any prior year MOE carryover using the information obtained from RCTC and reduce the MOE deficiency by any available MOE carryover to determine an adjusted current year expenditure amount.

Finding: No exceptions were noted as a result of applying this procedure. The City's discretionary funds spent in the fiscal year ended June 30, 2020 exceeded the MOE base year requirement. The City's MOE carryover at June 30, 2020 is calculated as follows:

MOE excess at July 1, 2019	\$ 6,437,868
Current year MOE expenditures	1,293,252
Less: MOE base requirement	<u>(92,205)</u>
Excess MOE for fiscal year ended June 30, 2020	<u>1,201,047</u>
MOE excess at June 30, 2020	<u>\$ 7,638,915</u>

We were not engaged to, and did not, conduct an examination, the objective of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Board of Commissioners and management of RCTC and the City Council and management of the City of Coachella and is not intended to be, and should not be, used by anyone other than these specified parties.

Lake Forest, California  
October 28, 2020

**CITY OF COACHELLA, CALIFORNIA**  
 Measure A Operating Statement  
 For the Fiscal Year Ended June 30, 2020  
 (Unaudited)

	<u>Budget</u>	<u>Actual</u>	Variance From Final Budget Favorable <u>(Unfavorable)</u>
Revenues:			
Measure A	\$ 627,000	\$ 683,776	\$ 56,776
Interest income	<u>1,000</u>	<u>27,737</u>	<u>26,737</u>
Total revenues	<u>628,000</u>	<u>711,513</u>	<u>83,513</u>
Expenditures:			
Engineering	-	4,868	(4,868)
Capital improvements	<u>1,285,282</u>	<u>1,338,921</u>	<u>(53,639)</u>
Total expenditures	<u>1,285,282</u>	<u>1,343,789</u>	<u>(58,507)</u>
Deficiency of revenues under expenditures	<u>\$ (657,282)</u>	<u>\$ (632,276)</u>	<u>\$ 25,006</u>

CITY OF COACHELLA, CALIFORNIA

Measure A MOE Calculation  
 For the Fiscal Year Ended June 30, 2020  
 (Unaudited)

FY 2019/20 Construction and Maintenance Expenditures  
 (Round to nearest dollar)

Project Expenditures Included in General Ledger	Total Cost	General Fund	Measure A	Federal	State	City Funds	Other
<b>Construction:</b>							
ST-78 Ave 48 widening project	\$ 2,011,887	\$ -	\$ -	\$ -	\$ 1,343,853	\$ 668,034	\$ -
ST-84 Class 2 bike lanes	180,885			165,206		15,679	
ST-100 Avenue 49 sidewalk	2,940,682		633,682		2,200,000		107,000
ST-110 Sidewalk ARABY	175,336					23,336	152,000
ST-116 Ave 52 & Ave 54 road	705,239		705,239				
ST-117 Sidewalk ARABY phase 2	172,850			172,850			
ST-121 Vista Del Norte	296,377				296,377		
ST-122 Van Buren	449,650					136,742	312,908
ST-124 Traffic calming phase	137,000					137,000	
F-31 Senior center expansion-street	233,778					233,778	
Jefferson street I/10	4,868		4,868				
<b>Maintenance:</b>							
Salaries and benefits for street maintenance personnel	688,855	688,855					
Professional services	241,243	241,243					
Repairs and maintenance costs	1,410	1,410					
Rentals	11,866	11,866					
Energy charges	192,455	192,455					
Supplies	146,849	146,849					
Other	10,574	10,574					
<b>Engineering/Administrative Overhead Not Allocated to Specific Projects:</b>							
	-	-					
<b>Expenditure Totals</b>	<b>\$ 8,601,804</b>	<b>\$ 1,293,252</b>	<b>\$ 1,343,789</b>	<b>\$ 338,056</b>	<b>\$ 3,840,230</b>	<b>\$ 1,214,569</b>	<b>\$ 571,908</b>

Deductions for Special Consideration (Deductions Must Also Be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
<b>Construction:</b>			
	\$ -	\$ -	
<b>Maintenance:</b>			
<b>Engineering/Administrative Overhead Not Allocated to Specific Projects:</b>			
<b>Deduct Totals</b>	<b>\$ -</b>	<b>\$ -</b>	

<b>Total GF Expenditures</b>	\$ 1,293,252
<b>Minus Deductions</b>	-
<b>MOE Base Year</b>	<b>\$ 1,293,252</b>

Base Year Requirement (92,205)  
 MOE excess for fiscal year ended June 30, 2020 \$ 1,201,047

City of Coachella 5 Year Measure A Funding Capital Projects		Total Project Cost	Estimated Expenditures for FY	TUMF Measure
<b>FY 2021-22</b>				
ST-105	Street Resurfacing, Phase 17	\$ 561,815	\$ 561,815	\$ 561,815
ST-129	Avenue 52 and Calhoun	\$ 639,000	\$ 319,500	\$ 133,604
ST-133	Airport Blvd Segments Microsurfacing	\$ 58,185	\$ 58,185	\$ 58,185
<b>Sub-totals</b>		<b>\$ 1,259,000</b>	<b>\$ 939,500</b>	<b>\$ 753,604</b>
<b>FY 2022-23</b>				
ST-113	Street Resurfacing, Phase 18	\$ 626,000	\$ 626,000	\$ 626,000
<b>Sub-totals</b>		<b>\$ 626,000</b>	<b>\$ 626,000</b>	<b>\$ 626,000</b>
<b>FY 2023-24</b>				
ST-118	Street Resurfacing, Phase 19	\$ 632,000	\$ 632,000	\$ 632,000
<b>Sub-totals</b>		<b>\$ 632,000</b>	<b>\$ 632,000</b>	<b>\$ 632,000</b>
<b>FY 2024-25</b>				
ST-128	Street Resurfacing, Phase 20	\$ 638,000	\$ 638,000	\$ 638,000
<b>Sub-totals</b>		<b>\$ 638,000</b>	<b>\$ 638,000</b>	<b>\$ 638,000</b>
<b>FY 2025-26</b>				
ST-132	Street Resurfacing, Phase 21	\$ 644,000	\$ 644,000	\$ 644,000
<b>Sub-totals</b>		<b>\$ 644,000</b>	<b>\$ 644,000</b>	<b>\$ 644,000</b>
<b>Totals</b>		<b>\$ 3,799,000</b>	<b>\$ 3,479,500</b>	<b>\$ 3,293,604</b>



**STAFF REPORT**  
**4/28/2021**

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

**FROM:** Nathan Statham, Finance Director

**SUBJECT:** Investment Report – February 2021

**STAFF RECOMMENDATION:**

Staff recommends that the City Council receive and file the investment report for February of 2021

**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 months ended February 28, 2021. 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 February 28, 2021  
 Fiscal Year 2020-2021

Item 16.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 1/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 2/28/2021
<b>CASH ON HAND</b>							
Wells Fargo-General Checking	N/A	15,668,515.17	438,393.24	-	-	-	16,106,908.41 ①
Wells Fargo-Road Maintenance SB1	N/A	1,559,055.20	64,579.87	-	-	-	1,623,635.07 ②
Mechanics Bank - Payroll Acct	N/A	32,706.97	(14,657.86)	-	-	-	18,049.11 ③
Mechanics Bank - AG Summit Acct	N/A	13,562.96	-	-	-	-	13,562.96 ④
Mechanics Bank - Special Gas Tax Acct	N/A	572,880.93	75,338.62	-	-	-	648,219.55 ⑤
Petty Cash	N/A	3,500.00	-	-	-	-	3,500.00 ⑥
<b>Total Cash on Hand</b>		<b>17,850,221.23</b>	<b>563,653.87</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>18,413,875.10</b>
<b>INVESTMENTS</b>							
State of California - LAIF	0.54%	4,785,812.70	-	-	-	-	4,785,812.70 ⑦
Investment Management Acct	1.56%	20,570,627.01	-	(95,707.95)	-	-	20,474,919.06 ⑧
Savings Account	0.00%	5,080.09	-	-	-	-	5,080.09 ⑨
County of Riverside-Investment Pool	0.35%	165,713.35	-	-	-	-	165,713.35 ⑩
<b>Total Investments</b>		<b>25,527,233.15</b>	<b>-</b>	<b>(95,707.95)</b>	<b>-</b>	<b>-</b>	<b>25,431,525.20</b>
<b>CASH WITH FISCAL AGENT</b>							
Union Bank of California	varies	173,744.47	(148,302.00)	0.42	-	-	25,442.89 ⑪
Wells Fargo Bank, N.A.	5.83%	2.46	-	-	-	-	2.46 ⑫
Wilmington Trust, N. A.	0.03%	28,297.47	-	0.43	(20,000.00)	-	8,297.90 ⑬
<b>Total Cash with Fiscal Agent</b>		<b>202,044.40</b>	<b>(148,302.00)</b>	<b>0.85</b>	<b>(20,000.00)</b>	<b>-</b>	<b>33,743.25 ⑭</b>
<b>Grand Total</b>		<b>43,579,498.78</b>	<b>415,351.87</b>	<b>(95,707.10)</b>	<b>(20,000.00)</b>	<b>-</b>	<b>43,879,143.55</b>

Completed By:

Lynn Germain

Reviewed By:

Nathan Statham-Finance Director

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of February 28, 2021  
 Fiscal Year 2020-2021

Item 16.

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<b>INVESTMENTS</b>							
<b><u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)</u></b>							
Successor Agency ( #004) 65-33-004	0.41%	2,493.60	-	-	-	-	2,493.60
City General Account ( #171) 98-33-171	0.41%	2,889,014.52	-	-	-	-	2,889,014.52
Coachella Sanitary District 70-33-001	0.41%	1,894,179.94	-	-	-	-	1,894,179.94
Redevelopment Bonds 11-33-001	0.41%	124.64	-	-	-	-	124.64
<b>TOTAL LAIF ACCOUNTS</b>		<b>4,785,812.70</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,785,812.70</b> ⑦
<b><u>INVESTMENT MANAGEMENT ACC</u></b>							
PFM Funds	1.56%	20,570,627.01	-	(95,707.95)	-	-	20,474,919.06
<b>TOTAL INVESTMENT MANAGEMENT ACCT</b>		<b>20,570,627.01</b>	<b>-</b>	<b>(95,707.95)</b>	<b>-</b>	<b>-</b>	<b>20,474,919.06</b> ⑧
<b><u>SAVINGS ACCOUNT</u></b>							
Police Evidence Acct - Wells Fargo	0.0%	5,080.09	-	-	-	-	5,080.09
<b>TOTAL SAVINGS ACCOUNT</b>		<b>5,080.09</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,080.09</b> ⑨
<b><u>COUNTY INVESTMENT POOL</u></b>							
County Of Riverside - Fire	0.34%	165,705.84	-	-	-	-	165,705.84
County Of Riverside - Sanitary	0.34%	7.51	-	-	-	-	7.51
<b>TOTAL COUNTY INVESTMENT POOL</b>		<b>165,713.35</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>165,713.35</b> ⑩
<b>TOTAL INVESTMENTS</b>		<b>25,527,233.15</b>	<b>-</b>	<b>(95,707.95)</b>	<b>-</b>	<b>-</b>	<b>25,431,525.20</b>

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of February 28, 2021  
 Fiscal Year 2020-2021

Item 16.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 1/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 2/28/2021
<b>CASH WITH FISCAL AGENT</b>							
UNION BANK OF CALIFORNIA							
COACHELLA WATER AUTHORITY							
<b><u>CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES</u></b>							
A/C #: 6712016201 Bond Fund	0.00%	1.00	0.50	-	-	-	1.50
A/C #: 6712016202 Interest Account	0.03%	148,287.50	(148,287.50)	-	-	-	-
A/C #: 6712016203 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712016204 Reserve Fund	0.00%	1.00	-	-	-	-	1.00
COACHELLA FINANCING AUTHORITY							
<b><u>Successor Agency to the Coachella Redevelopments Agency 2014 Series</u></b>							
A/C #: 6712104701 Debt Service Fund	0.00%	3.75	(2.75)	-	-	-	1.00
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	1.00	-	-	-	-	1.00
COACHELLA SANITARY DISTRICT							
<b><u>WASTEWATER SERIES 2015A</u></b>							
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%	-	-	-	-	-	-
<b><u>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</u></b>							
A/C #: 6711963500 Project Fund 2011	0.03%	25,267.27	-	0.42	-	-	25,267.69

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of February 28, 2021  
 Fiscal Year 2020-2021

Item 16.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 1/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 2/28/2021
<b>COACHELLA SUCCESSOR AGENCY</b>							
<b><u>MERGED PROJECT AREAS BONDS 98 &amp; 99: BONDS 2013</u></b>							
A/C #: 6712071401 Interest Account	0.00%	3.40	(2.40)	-	-	-	1.00
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
<b><u>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A &amp; 2016B</u></b>							
A/C #: 6712160601 Debt Service	0.00%	10.85	(9.85)	-	-	-	1.00
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
<b><u>COACHELLA LEASE BONDS 2016</u></b>							
A/C #: 6712179801 Interest Account	0.00%	3.08	-	-	-	-	3.08
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
<b>TOTAL UNION BANK OF CALIFORNIA</b>		<b>173,744.47</b>	<b>(148,302.00)</b>	<b>0.42</b>	-	-	<b>25,442.89</b>
<b>WELLS FARGO BANK, N.A.</b>							
<b><u>GAS TAX BONDS SERIES 2019</u></b>							
A/C #: 83925300 Debt Service Fund	0.00%	2.18	-	-	-	-	2.18
A/C #: 83925301 Interest Account	0.00%	0.02	-	-	-	-	0.02
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%	-	-	-	-	-	-
<b>TOTAL WELLS FARGO BANK, N.A.</b>		<b>2.46</b>	-	-	-	-	<b>2.46</b>

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CITY OF COACHELLA  
 TREASURER'S REPORT - INVESTMENT REPORT  
 As of February 28, 2021  
 Fiscal Year 2020-2021

Item 16.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 1/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 2/28/2021
<b>WILMINGTON TRUST, N. A.</b>							
<b><u>CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS</u></b>							
A/C #: 144613-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 144613-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 144613-003 Cost of Issuance	0.03%	28,297.47	-	0.43	(20,000.00)	-	8,297.90
A/C #: 144613-004 Unfunded Liability	0.00%	-	-	-	-	-	-
<b>TOTAL WILMINGTON TRUST BANK, N.A.</b>		<b>28,297.47</b>	<b>-</b>	<b>0.43</b>	<b>(20,000.00)</b>	<b>-</b>	<b>8,297.90</b>
<b>TOTAL CASH WITH FISCAL AGENT</b>		<b>202,044.40</b>	<b>(148,302.00)</b>	<b>0.85</b>	<b>(20,000.00)</b>	<b>-</b>	<b>33,743.25</b>

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Managed Account Detail of Securities Held

For the Month Ending February 28, 2021

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
<b>U.S. Treasury Bond / Note</b>											
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	35.05	24,470.54	25,769.53
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	21.20	507,972.47	534,056.22
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	1,158.79	181,565.56	190,174.23
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	140.19	136,688.66	143,543.75
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	2,858.63	357,073.61	379,073.44
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	2,443.75	455,373.68	483,790.65
US TREASURY NOTES 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	304.56	70,119.82	74,681.25
US TREASURY 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	4,378.73	656,915.67	689,592.19
US TREASURY NOTES 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	212.79	126,324.43	132,421.88
US TREASURY 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	22.93	458,230.39	473,062.50
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	2,617.72	301,326.42	312,976.56
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	250,000.00	AA+	Aaa	01/11/21	01/12/21	261,064.45	0.33	1,253.45	260,681.82	259,609.38
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	912828J7	425,000.00	AA+	Aaa	01/03/20	01/07/20	434,844.73	1.63	2,257.81	432,539.01	451,429.69
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	912828J7	580,000.00	AA+	Aaa	12/02/19	12/04/19	591,917.19	1.69	3,081.25	588,955.87	616,068.75

Managed Account Detail of Securities Held

For the Month Ending February 28, 2021

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
<b>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES 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	100.55	135,763.89	137,657.81
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	217.54	347,923.63	344,695.33
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	536.24	281,751.25	278,746.88
US TREASURY N/B NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	81.11	264,419.48	265,654.67
<b>Security Type Sub-Total</b>		<b>5,540,000.00</b>					<b>5,578,417.39</b>	<b>1.70</b>	<b>21,722.29</b>	<b>5,588,096.20</b>	<b>5,793,004.71</b>
<b>Supra-National Agency Bond / Note</b>											
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	2,165.63	224,977.87	225,726.08
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	101.04	149,706.07	149,898.15
<b>Security Type Sub-Total</b>		<b>375,000.00</b>					<b>374,182.50</b>	<b>1.75</b>	<b>2,266.67</b>	<b>374,683.94</b>	<b>375,624.23</b>
<b>Municipal Bond / Note</b>											
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	1,900.00	192,495.82	200,374.00
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	376.67	200,000.00	199,876.00
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	224.99	135,000.00	134,659.80
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	83.87	40,255.96	40,472.00

Managed Account Detail of Securities Held

For the Month Ending February 28, 2021

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
<b>Municipal Bond / Note</b>											
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	230.63	110,000.00	111,298.00
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	51.53	80,000.00	79,361.60
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	A+	A2	01/22/21	02/04/21	40,000.00	1.05	31.41	40,000.00	39,857.20
<b>Security Type Sub-Total</b>		<b>795,000.00</b>					<b>799,084.70</b>	<b>1.06</b>	<b>2,899.10</b>	<b>797,751.78</b>	<b>805,898.60</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	16,488.79	AA+	Aaa	04/11/18	04/30/18	16,816.77	2.93	48.92	16,538.26	16,639.66
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	168,554.45	AA+	Aaa	05/16/19	05/21/19	169,607.92	2.54	392.03	168,891.65	171,440.10
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	100,099.09	102,377.00
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	99,608.08	AA+	Aaa	04/04/18	04/09/18	100,456.30	2.88	256.49	99,887.05	102,715.85
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	100,000.00	AA+	Aaa	09/04/19	09/09/19	101,476.56	1.78	192.25	100,723.61	102,626.00
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	121,124.22	AA+	Aaa	12/13/19	12/18/19	127,010.10	2.14	337.73	125,326.78	130,054.71
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	114,363.21	119,313.70
<b>Security Type Sub-Total</b>		<b>715,775.54</b>					<b>731,066.09</b>	<b>2.34</b>	<b>1,734.43</b>	<b>725,829.65</b>	<b>745,167.02</b>
<b>Federal Agency Bond / Note</b>											
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	3,535.94	464,983.97	474,000.08



Managed Account Detail of Securities Held

For the Month Ending February 28, 2021

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
<b>Federal Agency Bond / Note</b>											
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	96.88	465,000.00	465,372.93
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	305,000.00	AA+	Aaa	05/20/20	05/22/20	304,081.95	0.35	209.69	304,319.22	305,439.81
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	2,750.00	501,817.76	529,301.50
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	124.13	274,378.87	275,349.80
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	138.13	389,340.69	390,702.39
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	8.99	184,844.30	185,304.70
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	4,453.85	329,645.83	352,154.55
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	277.78	249,631.43	249,820.50
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	170,000.00	AA+	Aaa	12/02/20	12/04/20	169,831.70	0.28	102.71	169,845.07	169,843.94
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	1,478.44	193,198.22	206,191.99
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	380.56	199,181.49	199,700.20
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	582.29	259,555.72	260,724.36
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	806.25	361,564.96	361,002.96
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	387.50	199,487.65	199,747.60

Managed Account Detail of Securities Held

For the Month Ending February 28, 2021

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
<b>Federal Agency Bond / Note</b>											
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	179.86	175,174.84	174,060.78
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	231.25	225,964.85	223,792.42
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	313.47	304,456.91	303,363.07
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	77.08	184,190.33	182,748.00
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	12.19	194,180.46	192,575.96
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	26.25	417,894.87	414,778.98
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	463.13	284,215.99	281,142.81
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	280.07	184,377.34	183,155.55
<b>Security Type Sub-Total</b>		<b>6,520,000.00</b>					<b>6,519,746.64</b>	<b>0.92</b>	<b>16,916.44</b>	<b>6,517,250.77</b>	<b>6,580,274.88</b>
<b>Corporate Note</b>											
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	1,888.89	200,037.70	199,997.60
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	288.75	30,008.72	30,099.69
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	1,203.50	180,214.10	183,150.18
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022	459200JQ5	400,000.00	A	A2	02/01/17	02/03/17	400,840.00	2.45	944.44	400,153.32	408,289.60

Managed Account Detail of Securities Held

For the Month Ending February 28, 2021

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
<b>Corporate Note</b>											
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	672.22	438,001.14	448,665.80
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	2,119.79	184,066.27	189,631.29
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	2,807.29	272,763.61	284,603.00
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	141.67	99,912.09	102,692.20
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	3,536.72	261,912.73	278,438.94
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	1,510.50	366,342.02	387,684.00
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	344.19	115,000.00	115,274.16
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	438.76	150,000.00	151,391.85
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	54.00	60,491.33	61,717.56
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	81.00	90,737.00	92,576.34
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	243.78	303,682.54	304,729.99
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	1,392.19	150,689.81	148,793.76

Managed Account Detail of Securities Held

For the Month Ending February 28, 2021

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
<b>Corporate Note</b>											
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 07/15/2020 3.875% 08/15/2025	110122DC9	64,000.00	A+	A2	10/01/20	10/05/20	73,070.08	0.89	110.22	72,277.86	71,647.94
<b>Security Type Sub-Total</b>		<b>3,339,000.00</b>					<b>3,379,439.23</b>	<b>2.17</b>	<b>17,777.91</b>	<b>3,376,290.24</b>	<b>3,459,383.90</b>
<b>Certificate of Deposit</b>											
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	6,465.76	250,000.00	250,645.25
CREDIT SUISSE NEW YORK CERT DEPOS DTD 08/07/2020 0.520% 02/01/2022	22549L6F7	155,000.00	A-1	P-1	08/05/20	08/07/20	155,000.00	0.52	461.21	155,000.00	155,429.82
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	190,000.00	A-1	P-1	02/14/20	02/19/20	190,000.00	1.80	161.50	190,000.00	192,593.50
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	156.72	155,000.00	155,968.75
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	43.17	280,000.00	286,958.84
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	45.72	295,000.00	302,375.59
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	731.28	145,000.00	149,686.26
<b>Security Type Sub-Total</b>		<b>1,470,000.00</b>					<b>1,470,000.00</b>	<b>1.77</b>	<b>8,065.36</b>	<b>1,470,000.00</b>	<b>1,493,658.01</b>
<b>Asset-Backed Security</b>											
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	80,395.45	AAA	NR	02/19/19	02/27/19	80,393.30	2.83	82.16	80,394.36	81,556.94
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	65,326.02	AAA	NR	04/03/19	04/10/19	65,317.42	2.66	77.23	65,321.31	66,220.27
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	96,897.49	NR	Aaa	05/21/19	05/29/19	96,893.88	2.52	67.83	96,895.44	98,430.65

**Managed Account Detail of Securities Held**

For the Month Ending **February 28, 2021**

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

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Asset-Backed Security</b>											
TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	119,690.24	AAA	Aaa	02/05/19	02/13/19	119,668.43	2.91	154.80	119,678.53	121,654.18
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	46,551.90	NR	Aaa	02/05/19	02/13/19	46,546.28	2.91	60.21	46,548.79	47,230.16
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	97,487.85	NR	Aaa	02/05/19	02/13/19	97,473.08	2.90	125.65	97,479.55	99,180.92
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	90,480.91	AAA	Aaa	05/21/19	05/30/19	90,462.58	2.51	100.94	90,469.79	91,842.34
NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	103,036.29	NR	Aaa	05/21/19	05/28/19	103,012.99	2.51	114.48	103,022.17	104,858.70
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	104,984.43	107,004.90
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	139,992.38	142,425.60
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	99,984.81	102,177.97
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	NR	Aaa	02/17/21	02/24/21	54,998.99	0.27	2.89	54,998.99	54,911.10
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	AAA	NR	01/20/21	01/27/21	29,994.07	0.34	4.53	29,994.18	29,937.43
<b>Security Type Sub-Total</b>		<b>1,129,866.15</b>					<b>1,129,710.71</b>	<b>2.23</b>	<b>1,024.97</b>	<b>1,129,764.73</b>	<b>1,147,431.16</b>
<b>Managed Account Sub-Total</b>		<b>19,884,641.69</b>					<b>19,981,647.26</b>	<b>1.56</b>	<b>72,407.17</b>	<b>19,979,667.31</b>	<b>20,400,442.51</b>
<b>Money Market Mutual Fund</b>											
PFM Funds - Govt Select, Instl Cl		74,476.55	AAA	NR			74,476.55		0.00	74,476.55	74,476.55
<b>Money Market Sub-Total</b>		<b>74,476.55</b>					<b>74,476.55</b>		<b>0.00</b>	<b>74,476.55</b>	<b>74,476.55</b>

**Managed Account Detail of Securities Held**

For the Month Ending **February 28, 2021**

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

<b>Securities Sub-Total</b>	<b>\$19,959,118.24</b>	<b>\$20,056,123.81</b>	<b>1.56%</b>	<b>\$72,407.17</b>	<b>\$20,054,143.86</b>	<b>\$20,474,919.06</b>
<b>Accrued Interest</b>						<b>\$72,407.17</b>
<b>Total Investments</b>						<b>\$20,547,326.23</b>

Managed Account Security Transactions & Interest

For the Month Ending February 28, 2021

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
<b>BUY</b>											
	01/22/21	02/04/21	NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	(40,000.00)	0.00	(40,000.00)			
	02/04/21	02/08/21	US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	(282,063.87)	(147.93)	(282,211.80)			
	02/12/21	02/17/21	GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	(150,819.30)	(1,195.31)	(152,014.61)			
	02/17/21	02/24/21	HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	(54,998.99)	0.00	(54,998.99)			
	02/26/21	02/26/21	US TREASURY N/B NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	270,000.00	(264,410.16)	(72.72)	(264,482.88)			
<b>Transaction Type Sub-Total</b>					<b>755,000.00</b>	<b>(792,292.32)</b>	<b>(1,415.96)</b>	<b>(793,708.28)</b>			

<b>INTEREST</b>											
	02/01/21	02/01/21	ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	0.00	850.00	850.00			
	02/01/21	02/01/21	LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	0.00	139.14	139.14			
	02/01/21	02/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	100,000.00	0.00	192.25	192.25			
	02/01/21	02/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	17,105.76	0.00	50.75	50.75			
	02/01/21	02/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	100,000.00	0.00	257.50	257.50			
	02/01/21	02/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHX8	170,000.00	0.00	409.18	409.18			
	02/01/21	02/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	100,000.00	0.00	226.33	226.33			
	02/01/21	02/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	121,342.16	0.00	338.33	338.33			
	02/01/21	02/25/21	FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	0.00	280.68	280.68			

Managed Account Security Transactions & Interest

For the Month Ending February 28, 2021

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									
<b>INTEREST</b>										
02/06/21	02/06/21	FREDDIE MAC NOTES (CALLABLE) DTD 08/06/2020 0.300% 02/06/2023	3134GWLD6	465,000.00	0.00	697.50	697.50			
02/09/21	02/09/21	APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022	037833CM0	440,000.00	0.00	5,500.00	5,500.00			
02/13/21	02/13/21	TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	150,000.00	0.00	1,350.00	1,350.00			
02/14/21	02/14/21	NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	0.00	2,581.25	2,581.25			
02/14/21	02/16/21	SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	190,000.00	0.00	1,729.00	1,729.00			
02/15/21	02/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	70,918.39	0.00	157.20	157.20			
02/15/21	02/15/21	BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 07/15/2020 3.875% 08/15/2025	110122DC9	135,000.00	0.00	2,615.63	2,615.63			
02/15/21	02/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	104,762.83	0.00	253.18	253.18			
02/15/21	02/15/21	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	105,000.00	0.00	218.75	218.75			
02/15/21	02/15/21	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	140,000.00	0.00	193.67	193.67			
02/15/21	02/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	50,436.67	0.00	122.31	122.31			
02/15/21	02/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	0.00	157.50	157.50			
02/15/21	02/15/21	US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025	912828J27	130,000.00	0.00	1,300.00	1,300.00			
02/15/21	02/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	97,365.69	0.00	203.66	203.66			
02/15/21	02/15/21	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	128,634.70	0.00	311.94	311.94			
02/15/21	02/15/21	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	0.00	5.10	5.10			



Managed Account Security Transactions & Interest

For the Month Ending February 28, 2021

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
<b>INTEREST</b>											
	02/18/21	02/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	87,304.45	0.00	205.89	205.89			
	02/21/21	02/21/21	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	105,000.00	0.00	140.88	140.88			
	02/21/21	02/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	100,000.00	0.00	210.00	210.00			
	02/24/21	02/24/21	FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	185,000.00	0.00	235.10	235.10			
	02/25/21	02/25/21	FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	615,000.00	0.00	1,140.31	1,140.31			
	02/26/21	02/26/21	SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	295,000.00	0.00	2,804.47	2,804.47			
	02/26/21	02/26/21	NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	280,000.00	0.00	2,647.56	2,647.56			
	02/28/21	02/28/21	US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	450,000.00	0.00	4,218.75	4,218.75			
	02/28/21	02/28/21	US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	520,000.00	0.00	3,900.00	3,900.00			
<b>Transaction Type Sub-Total</b>					<b>6,167,870.65</b>	<b>0.00</b>	<b>35,643.81</b>	<b>35,643.81</b>			
<b>MATURITY</b>											
	02/26/21	02/26/21	MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021	55379WZT6	185,000.00	185,000.00	5,586.08	190,586.08	0.00	0.00	
<b>Transaction Type Sub-Total</b>					<b>185,000.00</b>	<b>185,000.00</b>	<b>5,586.08</b>	<b>190,586.08</b>	<b>0.00</b>	<b>0.00</b>	
<b>PAYDOWNS</b>											
	02/01/21	02/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	391.92	391.92	0.00	391.92	(3.34)	0.00	
	02/01/21	02/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	217.94	217.94	0.00	217.94	(10.59)	0.00	
	02/01/21	02/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHX8	1,445.55	1,445.55	0.00	1,445.55	(9.03)	0.00	

Managed Account Security Transactions & Interest

For the Month Ending February 28, 2021

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
<b>PAYDOWNS</b>											
	02/01/21	02/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	616.97	616.97	0.00	616.97	(12.27)	0.00	
	02/15/21	02/15/21	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	1,963.71	1,963.71	0.00	1,963.71	0.44	0.00	
	02/15/21	02/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	7,274.98	7,274.98	0.00	7,274.98	1.10	0.00	
	02/15/21	02/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	6,884.78	6,884.78	0.00	6,884.78	1.40	0.00	
	02/15/21	02/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	3,884.77	3,884.77	0.00	3,884.77	0.47	0.00	
	02/15/21	02/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	5,592.37	5,592.37	0.00	5,592.37	0.74	0.00	
	02/15/21	02/15/21	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	8,944.46	8,944.46	0.00	8,944.46	1.63	0.00	
	02/18/21	02/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	6,909.00	6,909.00	0.00	6,909.00	0.19	0.00	
	02/21/21	02/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	3,102.51	3,102.51	0.00	3,102.51	0.12	0.00	
<b>Transaction Type Sub-Total</b>					<b>47,228.96</b>	<b>47,228.96</b>	<b>0.00</b>	<b>47,228.96</b>	<b>(29.14)</b>	<b>0.00</b>	
<b>SELL</b>											
	02/04/21	02/08/21	INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021	459058GH0	270,000.00	273,226.50	309.38	273,535.88	3,858.30	3,321.79	FIFO
	02/12/21	02/17/21	GOLDMAN SACHS GROUP CORP NOTES DTD 07/27/2011 5.250% 07/27/2021	38141GGO1	160,000.00	163,574.40	466.67	164,041.07	(11,768.00)	1,766.75	FIFO
	02/18/21	02/23/21	BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 07/15/2020 3.875% 08/15/2025	110122DC9	71,000.00	80,298.87	61.14	80,360.01	(763.25)	79.74	FIFO
<b>Transaction Type Sub-Total</b>					<b>501,000.00</b>	<b>517,099.77</b>	<b>837.19</b>	<b>517,936.96</b>	<b>(8,672.95)</b>	<b>5,168.28</b>	
<b>Managed Account Sub-Total</b>						<b>(42,963.59)</b>	<b>40,651.12</b>	<b>(2,312.47)</b>	<b>(8,702.09)</b>	<b>5,168.28</b>	

**Managed Account Security Transactions & Interest**

For the Month Ending **February 28, 2021**

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

<b>Total Security Transactions</b>	<b>(\$42,963.59)</b>	<b>\$40,651.12</b>	<b>(\$2,312.47)</b>	<b>(\$8,702.09)</b>	<b>\$5,168.28</b>
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**STAFF REPORT**  
**4/28/2021**

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

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Approve a Community Based Grant to Angel View in the Amount of \$1,000.00 to Support its Outreach Program for Children

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community Based Grant to Angel View in the amount of \$1,000.00 to support its Outreach Program for Children.

**BACKGROUND:**

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 20-21 budget includes an allocation of \$15,000 for the Community Based Grant Program.

**DISCUSSION/ANALYSIS:**

Angel View is a nonprofit organization with the mission of helping children and adults with disabilities reach their maximum potential. Each year, Angel View helps hundreds of people make significant gains toward independence through three primary programs: Residential Care, Day Program and Angel View Outreach. Angel View accepts clients without regard to race, color or national origin and makes every effort to accommodate clients' cultural and religious customs. Through its Outreach program, Angel View provides much needed equipment like specialized car seats, orthopedic shoes, communication devices, adaptive equipment, and mobility devices. Angel View also enables children with a wide range of disabilities to participate in programs like the American Youth Soccer Organization VIP Soccer League, SkillsBuilders, art classes, swim programs and more.

**ALTERNATIVES:**

1. Award a Community Based Grant to Angel View in the Amount of \$1,000.00 to Support Its Outreach Program for Children
2. Do Not Award a Community Based Grant to Angel View

**FISCAL IMPACT:**

If the City Council approves a grant award, the Community Based Grant account will be reduced by \$1,000.00 leaving a balance of \$8,000.00 for the remainder of this fiscal year.

**ATTACHMENT(S):**

1. Community Based Grant Application Packet



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

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

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

**1. Application Funding Cycle:**

**Date:** 04/15/2021

July 1, 2020 - June 30, 2021

**2. Total Amount Requested:** \$\$1,000

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

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

Angel View Children's Outreach

**4. Agency/Organization:**

Angel View

**5. Mailing Address:**

67625 E Palm Canyon Dr, Ste 7A

City: Cathedral Zip: 92234

**6. Telephone:** (760) 329-6471

**Fax:** (760) 329-9024

**7. Official Contact Person:**

**Name:** Patti Park

**Title:** CEO

**Telephone:** (760) 329-6471

**Fax:** (760) 329-9024

**E-mail:** patti@angelview.org

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?   
 Yes  No  (Attach documentation)
9. How long has this organization been in existence?  
 Since 1955 - we have provided services to people with disabilities continuously since then
10. Has the organization previously received funding from the City of Coachella?  
 Yes  No  
 If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.  
**Angel View Outreach, 2019-20**
11. Is this request for a  New or  Existing program/service within the City?
12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?  
 We provide the program year round but the grant would be for our FY 2020-21
13. Describe briefly how the requested funds will be used.  
 To provide a range of free services and support to Coachella families who are struggling to raise children with disabilities. Pls see attached letter.
14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.  
 Yes, the budget for this year is \$535,155. Funders include Anderson Children's Fnd, Berger Fnd, Bighorn, City of Cathedral City, Desert Healthcare District, our resale stores, etc.
15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?  
 We started the program in 2012; it grows each year. We pursue all available funds - grants, donations, fundraisers. 100% of the budget is raised through philanthropy.
16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.  
 In FY 2020-21 we will assist nearly 500 local kids with disabilities (and their families). More than half are East Valley residents. Approximately 55 of them are Coachella residents.
17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)  
 We serve children age 21 and younger with disabilities and their families, mostly low or very low income Hispanic families.

18. Attach a proposed budget for requested funds.

Authorized Official: Patti Park

Title: CEO

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



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

4/16/2021



Department of the Treasury  
Internal Revenue Service

P.O. Box 47-421 Stop 54A  
Doraville GA 30362

Item 17.

In reply refer to: 0939351587  
Feb. 03, 2021 LTR 4168C 0  
95-1861861 000000 00  
Input Op: 0752751369 00031229  
BODC: TE

ANGEL VIEW INC  
67625 E PALM CANYON DR STE A7  
CATHEDRAL CITY CA 92234-5462



035940

Employer ID number: 95-1861861  
Form 990 required: Y

Dear Taxpayer:

We're responding to your request dated Jan. 25, 2021, about your tax-exempt status.

We issued you a determination letter in December 1956, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

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

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

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



0939351369  
Feb. 03, 2021 LTR 4168C 0  
95-1861861 000000 00  
Input Op: 0752751369 00031230

ANGEL VIEW INC  
67625 E PALM CANYON DR STE A7  
CATHEDRAL CITY CA 92234-5462

time).

Thank you for your cooperation.

Sincerely yours,



Teri M. Johnson  
Operations Manager, AM Ops. 3

**Angel View Inc  
Angel View Incorporated  
Outreach Program 2020-2021 Budget**

<b>Income</b>	
4300 - Donations	\$3,750.00
4317 - Grant Income	\$115,625.00
<b>Total - Income</b>	<b>\$119,375.00</b>
<b>Expense</b>	
6159 - Administrator	\$250,203.96
6200 - FICA Expense	\$18,422.40
6201 - SUI Expense	\$5,343.36
6202 - Vacation Holiday Sick	\$10,281.00
6203 - Group Health	\$17,488.20
6204 - Workers Compensation	\$15,525.96
6304 - Computer	\$1,590.30
6406 - Minor Equipment Expense	\$694.32
6408 - Personnel Recruitment Cost	\$933.60
6415 - Supplies	\$333.72
6422 - Client Community Activity	\$2,000.04
6435 - Printing	\$217.20
6439 - Bank Fees	\$46.80
6441 - Advertising	\$8,640.00
6446 - Office Supplies	\$594.10
6448 - Mileage	\$18,000.00
6461 - Special Needs Equipment	\$25,000.00
6462 - Special Needs Miles Reimbursement	\$125,000.00
6463 - Special Needs Supplies	\$8,713.00
6465 - Special Needs Therapy Treatment	\$3,357.80
6505 - Telephone	\$1,266.00
6603 - Insurance	\$844.80
6604 - Data Processing	\$1,546.44
6701 - Home office allocation	\$19,076.00
6900 - Miscellaneous Expense	\$36.00
<b>Total - Expense</b>	<b>\$535,155.00</b>
<b>Net Income</b>	<b>-\$415,780.00</b>



**STAFF REPORT**  
**4/28/2021**

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

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Approve a Community Based Grant to the American Outreach Foundation in the Amount of \$1,000.00 to Help Pay for Electric Wheelchairs for Veterans and Other Low-Income Persons in Coachella

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community Based Grant to the American Outreach Foundation in the amount of \$1,000.00 to help pay for electric wheelchairs for veterans, children and other low-income persons in the City of Coachella.

**BACKGROUND:**

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 20-21 budget included an allocation of \$15,000 for the Community Based Grant Program.

**DISCUSSION/ANALYSIS:**

The American Outreach Foundation has been serving the Coachella Valley since 2007, by providing high-financial need persons such as veterans, seniors, children, and other low-income persons with electric wheelchairs and scooters. The American Outreach Foundation makes mobility possible for persons who do not have the financial means to afford them, or who do not have insurance, or lack the health insurance coverage to pay for this type of assistance. Grant funds will help off-set the costs associated with purchasing, collecting, refurbishing, delivery and maintenance of electric wheelchairs or scooters.

**ALTERNATIVES:**

1. Approve a Community Based Grant to the American Outreach Foundation n the Amount of \$1,000 to Help Pay for Electric Wheelchairs for Veterans and Other Low-Income Persons in Coachella
2. Not Authorize a Community Based Grant at this time

**FISCAL IMPACT:**

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$7,000.00 for the remainder of the fiscal year.

**ATTACHMENTS:**

1. Copy of Community Based Grant Program Application



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

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

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

**1. Application Funding Cycle:** **Date:** 04/19/2021  
July 1, 2020 - June 30, 2021

**2. Total Amount Requested:** \$ 1000.00

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

**3. Proposed Program/Service of Funding Request:**  
American Outreach Foundation "Donate A Powerchair - Need A Powerchiar?"

**4. Agency/Organization:**  
American Outreach Foundation  
**5. Mailing Address:**  
PO Box 2702  
City: Rancho Zip: 92270  
**6. Telephone:** (760) 674-4861  
**Fax:**

**7. Official Contact Person:**  
**Name:** Oscar Llort  
**Title:** President  
**Telephone:** (760) 832-1871  
**Fax:**  
**E-mail:** americanoutreachfoundation@yahoo.com

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

9. How long has this organization been in existence?  
We are a 501(c)3 Non-Profit serving the Coachella Valley since 2007.

10. Has the organization previously received funding from the City of Coachella?  
 Yes  No  
If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

2018/2020, \$2,000 received for Donate/Need A Powerchair Program

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

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

This program has an immediate and ongoing need, with the funds you provide being utilized to cover associated costs with providing power wheel-chairs & scooters to Veterans and low

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

The funds requested will be used to offset the related costs to service the recipients from the City of Coachella which include but are not limited to, collection, refurbishing & repair of electric wheelchairs, delivery and maintenance of a power wheel-chairs.

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

Yes, additional funding needs are ongoing. Through our program we deliver all year around chairs throughout the Coachella Valley, including recipients in the City of Coachella.

Similarly, we also provide ongoing numbers of maintenance calls to fix and/or refurbishing

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

With 14 years of serving the cities of the Coachella Valley, our goal is to continue serving Veterans, low income seniors and the under-insured with mobility issues. We will continue to conduct fundraisers. Similarly, we will continue to brand the Foundation as one that our

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

Funds received will be used specifically to help residents/recipients in the City of Coachella. Our efforts are concentrated throughout the Coachella Valley, with a specific emphasis on

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

The Foundation helps Veterans, children, low-income seniors and the under-insured who do not have the financial means, or sufficient insurance coverage and where everyone suffering from any kind of impairment qualifies for our assistance, regardless of age, race

18. Attach a proposed budget for requested funds.

Authorized Official: Oscar Llort

Title: President

Signature: 

Digitally signed by Oscar  
DN: cn=Oscar, o=American  
Outreach Foundation, ou=Llort,  
email=AmericanOutreachFoundatio  
n@yahoo.com, c=US  
Date: 2019.08.24 14:32:19 -07'00'

Date: April 19, 2021



**IRS** Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

Item 18.

In reply refer to: 0248153327  
Dec. 04, 2014 LTR 4168C 0  
26-0427467 000000 00

00037413  
BODC: TE

AMERICAN OUTREACH FOUNDATION  
% OSCAR LLORT  
68340 RISUENO RD STE B  
CATHEDRAL CTY CA 92234



039329

Employer Identification Number: 26-0427467  
Person to Contact: Ms. Espelage  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 20, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 2007.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

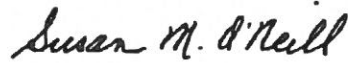
Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248153327  
Dec. 04, 2014 LTR 4168C 0  
26-0427467 000000 00  
00037414

AMERICAN OUTREACH FOUNDATION  
% OSCAR LLORT  
68340 RISUENO RD STE B  
CATHEDRAL CTY CA 92234

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Susan M. O'Neill, Department Mgr.  
Accounts Management Operations



**18. Attach a proposed budget for requested funds.**

Your grant of \$1,000 will help bring assistance specifically to the City of Coachella and bringing relief not just to the recipients, but also their caregivers and families.

The funds you provide will be used in part to cover the cost of pickup/delivery of powerchairs, refurbishing materials, batteries and other miscellaneous program costs.

Description	Program Costs
Cost of Batteries (\$160 x 5 chairs)	\$800
Pick up & delivery costs (\$60 x 6 chairs)	\$360
Estimated refurbishing costs (\$25 x 6)	\$150
Incurred administrative costs	\$150
Total Program Budget	\$1,460.00



*Big smiles from some of  
American Outreach Foundation's  
"Happy Recipients!"*

**Thank you!**



**Margret, Coachella**



**Doug, Coachella**



**James, Coachella**



**Guadalupe, Coachella**



**Ben & Lupe, Coachella**



**Esther, Coachella**



**Terrance, Coachella**



**Doris, Coachella**



**Manuel, Coachella**



**STAFF REPORT**  
**4/28/2021**

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

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

**SUBJECT:** Memorandum of Understanding (MOU) among the Coachella Valley Regional Water Management Group (CVRWMG) for the implementation of the CV Water Counts Regional Conservation Program funded through the Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant from Department of Water Resources (DWR) – Grant Agreement No. 4600013805

**STAFF RECOMMENDATION:**

Authorize the City Manager to execute the MOU among the CVRWMG made-up of CVWD, Coachella Water Authority (CWA), Desert Water Agency (DWA), Indio Water Authority (IWA), and Mission Springs Water District (MSWD) for the implementation of the CV Water Counts Regional Conservation Program.

**DISCUSSION/ANALYSIS:**

In January 2021, DWR awarded the CVRWMG grant funding in the amount of \$3,825,383 under Proposition 1 Round 1 IRWM Implementation Grant, with a required grantee cost share of \$1,107,000. The City has received a cost share waiver. CVRWMG has assigned CVWD to be the Administrator of the grant award.

The grant funding is for four projects: Castro Mobile Home Park Water Consolidation; CV Water Counts Regional Conservation Program; East Valley Coachella Valley Water Supply Project – Avenue 66 Phase 2B; and the Groundwater Quality Protection Project Sub Area D-3. Funding allocation can be found in Exhibit B of the Grant Agreement. The terms of the agreement begins June 3, 2020 with a completion date of March 31, 2024.

The MOU is specific to the CV Water Counts Regional Conservation Program. The total estimated cost of the project is \$2,487,400, with \$1,380,400 in grant funding and \$1,107,000 in cost share, again the City being exempt from the cost share. The City of Coachella is entitled to \$335,000 of the grant funds for turf removal and a conservation program.

**FISCAL IMPACT:**

No Fiscal Impact

## MEMORANDUM OF UNDERSTANDING

Among  
 COACHELLA VALLEY WATER DISTRICT, CITY OF COACHELLA/COACHELLA  
 WATER AUTHORITY, DESERT WATER AGENCY, CITY OF INDIO/INDIO WATER  
 AUTHORITY, and MISSION SPRINGS WATER DISTRICT  
 For  
 IMPLEMENTATION OF THE CV WATER COUNTS REGIONAL CONSERVATION  
 PROGRAM

This Memorandum of Understanding (MOU) dated April 22, 2021, is entered into among the Coachella Valley Water District, City of Coachella/Coachella Water Authority, Desert Water Agency, City of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Parties) for the purpose of implementing the CV Water Counts Regional Conservation Program activities undertaken by the Parties.

**WHEREAS**, each Party is a party to a memorandum of understanding, as amended, dated September 9, 2008, for development of an Integrated Regional Water Management Plan; and

**WHEREAS**, the Coachella Valley Regional Water Management Group ("CVRWMG") authorized the Coachella Valley Water District ("CVWD") as the "Grant Administrator" for the Proposition 1, Round 1, Integrated Regional Water Management ("IRWM") Implementation Grant ("Grant"); and

**WHEREAS**, the Department of Water Resources of the State of California ("Department of Water Resources") has provided Grant funding and CVWD has been designated as Grant Administrator for the Grant pursuant to the Agreement No. 4600013805 ("Grant Agreement") with the Department of Water Resources; and

**WHEREAS**, under the Grant Agreement, the Department of Water Resources has provided grant funding to the Partners for certain projects, namely the CV Water Counts Regional Conservation Program ("Conservation Program"), which will fund the following: turf reduction projects within each of the Partner's service areas; funding for a conservation program update with Mission Springs Water District and Coachella Water Authority; two demonstration gardens for CVWD and Desert Water Agency; and funding for the administration of the Conservation Program; and

**WHEREAS**, each Party is a Local Project Sponsor as that term is defined in the Grant Agreement for the Conservation Program, the scope and budget for which are fully described in the Grant Agreement; and

**WHEREAS**, CVWD has been designated as Grant Administrator for the Conservation Program as set forth in the Grant Agreement and will administer the Grant funds for the Conservation Program pursuant to the terms of the Grant Agreement; and

**WHEREAS**, each Party will implement the Conservation Program pursuant to the terms and conditions of the Grant Agreement and the provisions of this MOU; and

**WHEREAS**, this MOU shall clarify the Parties' respective responsibilities with respect to the monies received under the Grant Agreement;

**NOW, THEREFORE**, for valuable consideration the receipt of which is acknowledged, each Party hereby agrees as follows:

#### SECTION 1: AGREEMENTS

1.1 CVWD, designated by the CVRWGMG as the Grant Administrator pursuant to the Grant Agreement, shall have overall responsibility for executing and administering the Grant as directed by the CVRWGMG and pursuant to the terms of the Grant Agreement, which is attached hereto and incorporated herein as Exhibit A.

1.2 The Grant administration costs reimbursed to CVWD shall be limited to \$20,400 as described in EXHIBIT B Budget, Project #2 Project Administration of the Grant Agreement.

1.3 Each Party is a Local Project Sponsor responsible for individual project management, oversight, compliance, operations and maintenance within its service area. Local Project Sponsors share responsibility with CVWD in the fulfillment of Grant Administrator responsibilities where specified in the Grant Agreement for the purposes of project management. The five Local Project Sponsors for the Conservation Program are listed in the Grant Agreement as follows:

- Coachella Valley Water District
- Coachella Water Authority
- Desert Water Agency
- Indio Water Authority
- Mission Springs Water District

1.4 Each Party agrees to comply with all terms, provisions and obligations contained in the

Grant Agreement in implementing the Conservation Program in its service area including all exhibits and attachments thereto.

1.5 Each Party shall prepare, provide and ensure the accuracy of all deliverables, reports, documentation, notifications, notices, and information related to the Conservation Program as required under the Grant Agreement and/or requested by CVWD to assist CVWD to provide the information required under the Grant Agreement in a prompt and timely manner.

1.6 Each Party shall comply with all applicable environmental requirements pertaining to the Conservation Program for its service area.

1.7 If the Department of Water Resources determines pursuant to Section 13 of the Grant Agreement or any other applicable section, that a Party is required to repay any monies that have been disbursed due to non-compliance or that a Party is in default of the Grant Agreement, that Party shall be solely responsible for any liability, costs or expenses related to such action including any penalties and/or interest and such Party shall immediately repay such monies to the Department of Water Resources and/or undertake any other action requested by the Department of Water Resources immediately or as is reasonably possible to ensure that provisions of the Grant Agreement are not deemed to be breached.

1.8 Each Party (“Indemnitor”) shall indemnify, hold harmless and defend the other Parties (“Indemnitee(s)”), and their respective officers and employees and assigns, from any and all liability or financial loss resulting from any suits, claims, losses or actions, and from all cost and expenses of litigation brought against the Indemnitee(s), and their officers or employees which results directly from the acts or omissions of the Indemnitor in performing the work for the Conservation Program pursuant to the Grant Agreement.

1.9 The Parties agreed by consensus to the distribution of Grant funding under the Grant Agreement on the condition that each Party will use due diligence in distributing the Grant funding to customers in its boundaries in an expeditious manner. To ensure that this condition is met, the Parties agree to collectively do the following: The Parties will review the Department of Water Resources invoices on a quarterly basis to monitor the amount of grant funding not yet encumbered.

A. As soon as practicable, after December 31, 2022, the Parties will conduct a formal evaluation of funds not yet encumbered. Any funding which has not been encumbered by a turf rebate application may be subject to redistribution.

B. As soon as practicable after June 30, 2023, any funds that have not been encumbered will be available to all Parties based on the same percentage split as the original funding allocation.

C. Any Party that receives redistributed funds will be responsible for meeting the match requirement associated with those funds.

## SECTION 2: INVOICING AND PAYMENT

2.1. CVWD will provide documentation to the Department of Water Resources to substantiate costs which have already been incurred and which satisfy the Party's Local Cost Share (non-state funds) requirement under Section 4 of the Grant Agreement.

2.2 No less than quarterly, CVWD shall invoice the Department of Water Resources. CVWD shall distribute funds received from the Department of Water Resources to the Parties based on invoices submitted by the Parties.

2.3 No Party shall be expected to make payments for any project or program that is not in its service area.

2.4 No Party shall be expected to make payments for any project or program that is greater than its individual share of costs, without first receiving funds from other Parties sufficient to cover their individual shares of the cost.

2.5 CVWD shall not be responsible for making any payments to any Party which is not backed by reimbursements from the Department of Water Resources.

## SECTION 3: GENERAL

3.1 This MOU shall remain in effect while the Grant Agreement, or any provision of the Conservation Grant Agreement, remains in effect.

3.2 Any notices, invoices or reports relating to this MOU shall be delivered to each Party at the address designated by such Party in writing to one another.

3.3 The validity, interpretation, and performance of this MOU shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this MOU shall not be resolved by any rules of interpretation providing for interpretation against the Party that causes the uncertainty to exist or against the Party that drafted the MOU or that drafted that portion of the MOU.

3.4 This MOU, and any other documents incorporated herein by specific reference, represents

the entire and integrated agreement between the Parties. This MOU supersedes all prior oral or written negotiations, representations or agreements. This MOU may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this MOU.

3.5 The Parties shall not assign, transfer, or subcontract any interest in this MOU. Any attempt to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

3.6 In the event that any Party to this MOU shall commence any legal action or proceeding to enforce or interpret the provisions of this MOU, the prevailing Party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

3.7 No Party to this MOU shall have the power to incur any debt, obligation, or liability on behalf of another Party to this MOU or otherwise act as an agent of another Party.

3.8 Each Party shall maintain all records related to this MOU and the Grant Agreement for a minimum of three (3) years after the termination of this MOU or longer if required by the Department of Water Resources. If the Conservation Program is audited, each Party shall fully cooperate with any audit performed by the Department of Water Resources.

3.9 This MOU is made and entered into for the sole protection and benefit of each of the Parties. No other person shall have any right of action based upon any provision of this MOU.

3.10 The Parties shall cooperate fully 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 MOU.



**IN WITNESS WHEREOF**, the Parties have executed this MOU as of the day and year indicated on the first page of this MOU.

COACHELLA VALLEY WATER DISTRICT

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ATTEST:

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COACHELLA WATER AUTHORITY

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ATTEST:

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DESERT WATER AGENCY

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ATTEST:

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MISSION SPRINGS WATER DISTRICT

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ATTEST:

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INDIO WATER AUTHORITY

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ATTEST:

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EXHIBIT A

GRANT AGREEMENT

*MJ* 1/14/2021

*ME* 1/15/2021

*CB* 1/15/2021

*LK* 1/15/2021

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
COACHELLA VALLEY WATER DISTRICT  
AGREEMENT NUMBER 4600013805  
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)  
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Coachella Valley Water District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on June 3, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by March 31, 2024, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after June 30, 2024.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$3,825,383.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.**
  - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
    - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
    - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.
  - B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):



- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).
  - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
  - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
    - 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
    - 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
      - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
      - b) Documents that satisfy the CEQA process are received by the State,
      - c) The State has completed its CEQA process as a Responsible Agency, and
      - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.
  - iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related

to the Project included in this Agreement. Costs incurred after the June 2, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
  - B. Costs for preparing and filing a grant application.
  - C. Operation and maintenance costs, including post construction performance and monitoring costs.
  - D. Purchase of equipment that is not an integral part of a project.
  - E. Establishing a reserve fund.
  - F. Purchase of water supply.
  - G. Replacement of existing funding sources for ongoing programs.
  - H. Meals, food items, or refreshments.
  - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
  - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
  - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
  - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
  - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: P.O. Box 942836 Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
  - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
- i. Descriptive information of each project with an update on project status
  - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
  - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
  - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
  - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
  - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
    1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
    2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
    3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
    4. Proof of distribution of advanced funds to LPS(s), if applicable.

- v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
  - E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
  - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
  - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
  - D. Failure to deposit funds in a non-interest-bearing account.
  - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
  - F. Inappropriate use of funds, as deemed by DWR.
  - G. Repayment amounts may also include:
    - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
    - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this

Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.

- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- 14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. shall not be liable for any cost of such

maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
  - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.



- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Coachella Valley Water District

Arthur Hinojosa  
 Chief, Division of Regional Assistance  
 P.O. Box 942836  
 Sacramento, CA 94236-0001  
 Phone: (916) 653-4736  
 Email: Arthur.Hinojosa@water.ca.gov

J. M. Barrett  
 General Manager  
 P.O. Box 1058  
 Coachella, CA 92236  
 Phone: (760) 398-2661  
 Email: jbarrett@cvwd.org

Direct all inquiries to the Project Manager:

Department of Water Resources

Coachella Valley Water District

Monia Holleman  
 Environmental Scientist  
 Division of Regional Assistance  
 P.O. Box 942836  
 Sacramento, CA 94236-0001  
 Phone: (916) 651-9262  
 Email: Monia.Holleman@water.ca.gov

Laura Kleeman  
 Financial Analyst  
 Coachella Valley Water District  
 P.O. Box 1058  
 Coachella, CA 92236  
 Phone: (760) 398-2661 ext 2226  
 Email: lkleeman@cvwd.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

COACHELLA VALLEY WATER  
DISTRICT



\_\_\_\_\_  
Arthur Hinojosa  
Chief, Division of Regional Assistance

\_\_\_\_\_  
J. M. Barrett  
General Manager

Date 1/18/2021

Date 1/18/2021

**EXHIBIT A**  
**WORK PLAN**

**PROPOSITION 1 ROUND 1 COACHELLA VALLEY IRWM IMPLEMENTATION GRANT**

**PROJECT 1: Castro Mobile Home Park Water Consolidation**

**IMPLEMENTING AGENCY: Coachella Water Authority (CWA)**

**PROJECT DESCRIPTION:** Castro Mobile Home Park (MHP) is located within the City of Coachella's existing water system service area. The project consists of the installation of an approximately 8-inch water main and the installation of approximately 45 water services, meter boxes, service reconnections, and approximately 830 feet of pipe within the MHP site. Fire hydrants will be installed and spaced to meet fire department requirements. These water services will include the installation of a water meter box and water meter, which is required by CWA.

The primary benefit of this project is that CWA will provide Castro MHP with approximately 32 acre-ft per year (AFY) of safe, reliable potable drinking water to a DAC that can no longer rely on a deteriorated shallow groundwater well. The secondary benefit of this project is that CWA will provide the MHP with water that on average is lower in hexavalent chromium than the MHP's well. This connection to CWA will provide Castro MHP with approximately a 5 Micrograms per Liter ( $\mu\text{g/L}$ ) reduction in hexavalent chromium in drinking water to below the drinking water standard.

**Budget Category (a): Project Administration**

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement****Task 3: Land Purchase**

Prepare legal descriptions and exhibits for processing of the easement necessary for the new water main.

**Deliverables:**

- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

**Budget Category (c): Planning/Design/Engineering/Environmental Documentation****Task 4: Feasibility Studies** – Not Applicable**Task 5: CEQA Documentation**

A Notice of Exemption was filed for this project in Riverside County in August of 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

**Task 6: Permitting**

Apply for coverage from the County of Riverside, South Coast Air Quality Management District (SCAQMD), Regional Water Quality Control Board (RWQCB), and State Water Resources Control Board (SWRCB) as necessary.

**Deliverables:**

- Permits as required

**Task 7: Design**

Complete the design plans and specifications of this project.

**Deliverables:**

- Basis of Design Report
- 100% Design Plans and Specifications

**Task 8: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan as per Paragraph 16 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation****Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, execution of contract, and issuance of notice to proceed. For

each contract, CWA will issue a request for proposals, evaluate submitted proposals, and issue recommendations.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

**Task 10: Construction Administration**

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR. CWA expects to complete the inspection during construction.

**Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

**Task 11: Construction**

Construction activities are outlined below.

11(a): Mobilization and Demobilization. To implement this project, the contractor will mobilize equipment to the project sites at the start of construction, and demobilize equipment following completion of construction.

11(b): Construction: Construction consists of installing approximately 832 feet of approximately 8-inch DI Class 350 Water Main including all tees, joints and appurtenances. The pipeline will be installed in the streets within the MHP. Connection from the new main to the existing CWA water system will involve isolating the CWA water system, cutting and installation of a tee into the CWA main and associated valves. The construction also consists of furnishing and installing a 6-inch fire hydrant assembly. From the distribution main, about a one-inch water service with a meter box sized for about a ¾-inch water meter will be constructed to each unit. Installation will include saw-cutting, removal and disposal of existing pavement as necessary and surface restoration of pavement per City of Coachella standards.

**Deliverables:**

- Photographic Documentation of Progress
- Performance testing results

## **PROJECT 2: Coachella Valley (CV) Water Counts Regional Conservation Program**

### **IMPLEMENTING AGENCY: Coachella Valley Water District**

**PROJECT DESCRIPTION:** This project includes multiple components that are all implemented under the regional CV Water Counts Program:

**Turf Removal Component:** The Turf Removal Program is a multifaceted program will make turf rebates available throughout the Coachella Valley Regional Water Management Group's (CVRWVG) collective service area for a variety of water customers, including residential and multi-family sites. This project will remove approximately 511,700 square-feet of turf, which will be replaced by desert landscaping. The Turf Removal Program will include use of local Conservation Corps labor to help low income and elderly applicants that request assistance.

**Conservation Incentives Component:** The Conservation Incentives Program includes an emphasis on water use efficiency by different end users including residents, commercial, golf courses, and other large irrigators. This task includes toilet rebates for indoor water conservation, along with implementation of a micro-website about the conservation program with effort details and forms.

**Demonstration Gardens Component:** The Grantee and Desert Water Authority (DWA) Demonstration Gardens will display water efficient irrigation systems, various ground covers, and encourage the selection of current desert friendly varieties of plant material, reflecting the most recent edition of the Lush and Efficient book. The Demonstration Gardens will educate the public on efficient outdoor water use. Visitors can apply efficient garden design in their own yards and therefore reduce water demands. Grantee's garden will be constructed along one of the CV Link3 Community Connectors. DWA's garden will be constructed in the City of Palm Desert in partnership with the Palm Springs International Airport at main entrance on the airport.

The primary benefit of this project is in the Turf Removal Component which will conserve water in the Coachella Valley by approximately 88 AFY, which results in approximately 1,314 acre-feet (AF) over the life of the project. The secondary benefit of this project is reduction in greenhouse gasses due to reduced future purchases of approximately 1,314 AF of imported water to recharge the groundwater basin. Additionally, The Demonstration Gardens will show the public how they can use desert-friendly, drought tolerant plants in lieu of turf in order to decrease water usage, while the Conservation Incentives Program will help reduce indoor water use by replacing aging, high-water use toilets. The water savings from all three components in this project will result in reduced groundwater pumping, reduced risk of groundwater basin overdraft, and reduced imported water usage and the associated energy requirements and GHG production.

### **Budget Category (a): Project Administration**

#### Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, Coachella Valley Water District. Prepare invoices including relevant supporting documentation for submittal to DWR via Coachella Valley Water District. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

#### **Deliverables:**

- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2
- Grant Completion Report

**Budget Category (b): Land Purchase/Easement**

Task 3: Land Purchase – Not Applicable

**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**

Task 4: Feasibility Studies – Not Applicable

Task 5: CEQA Documentation

Turf Removal and Conservation Incentives Components: The Lead Agency determined these components are not projects as defined by CEQA. Demonstration Gardens Component: A Notice of Exemption was filed for Desert Water Agency demonstration garden in Riverside County in August of 2020. A Notice of Exemption was filed for Coachella Valley Water District demonstration garden in Riverside County in December of 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Prepare a building permit from the City of Palm Desert for their Demonstration Garden component of this project due to inclusion of a shade structure (Note: construction tasks or costs for the shade structure were not included in this grant). The City of Palm Springs/DWA Demonstration Garden component will not require a building permit.

**Deliverables:**

- Permits as required

Task 7: Design

Design for the Demonstration Gardens includes a topographical survey and irrigation plans. Grantee will hire a consultant to prepare a base map, plans and specifications for the Demonstration Garden. The design will include a grading and irrigation plan, as well as concrete work for a proposed shade structure. The City of Palm Springs will hire a consultant to prepare a base map, plans and specifications for the City of Palm Springs/DWA Demonstration Garden. The design will include a grading and irrigation plan and will be prepared in coordination with the DWA.

**Deliverables:**

- Basis of Design Report
- 100% Design Plans and Specifications

### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan as per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

- Project Monitoring Plan

### **Budget Category (d): Construction/Implementation**

### Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR. The City of Palm Springs will handle construction administration for the DWA Demonstration Garden.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

### Task 11: Construction

Construction activities are outlined below.

11(a): Turf Removal Component: This task includes implementing application review and approval, pre- and post-site visits to customer sites, verification of successful project completion, customer support, rebate check processing, and updates to project website. This task also includes work to measure and report project progress and budgeted funds for materials and equipment necessary to implement the water-efficient landscape upgrades. Project materials include, but are not limited to water-efficient plants, mulch, hardware (e.g., weather-based controllers, irrigation piping, meters, valves, etc.)

#### **Deliverables:**

- Site visit reports (pre and post) to measure water use and confirm installations
- Link to project website
- Original customer receipts for all materials involved in the project



- Maps with geographic locations of project participants
- Photographic documentation

11(b): Conservation Incentives Component: Includes implementation of a micro-website about this project with effort details and forms. The website will include draft design plans of water conservation projects, how-to assistance for efforts that residents can make at home, FAQs, and other supporting documents. This project also includes implementing tools and materials like social media handles, mailers, newsletters, and press releases.

**Deliverables:**

- Toilet rebate documents and link to website
- Mailers, newsletters, and press releases
- Photographic Documentation of Progress

11(c): Demonstration Gardens Construction: Includes construction of two gardens. Grantee's Demonstration Garden will include site grading and soil preparation, installation of irrigation equipment, planting of desert-friendly plants, and application of fertilizer and mulch to protect new growth. The demonstration garden will be constructed to be aesthetically pleasing and will be located along the CV Link Community Connector which is a high-traffic area of walking, bicycling and low speed electric vehicles. DWA's Demonstration Garden will include soil preparation, installation of irrigation equipment, planting of desert-friendly plants, and application of fertilizer to protect new growth and will be located in Palm Springs.

**Deliverables:**

- Site visit reports (pre and post) to measure water use and confirm installations
- Photographic Documentation of Progress

**PROJECT 3: East Coachella Valley Water Supply Project – Avenue 66 Phase 2B****IMPLEMENTING AGENCY: Coachella Valley Water District**

**PROJECT DESCRIPTION:** The project consists of a pipeline that will connect the Manuela Garcia MHP to the existing 24-inch Grantee pipeline at the intersection of Avenue 66 and Polk Street. The pipeline will be approximately 7,250 feet of 30-inch diameter ductile iron potable water pipeline from the connection at the Manuela Garcia MHP to the existing Grantee water system at the intersection of Avenue 66 and Polk Street to the west. The Avenue 66 Phase 2B pipeline is required to consolidate Manuela Garcia MHP.

The primary benefit of this project is approximately 13 AFY of clean, safe, affordable and accessible water for human consumption, cooking and sanitary purposes to Manuela Garcia MHP. Over the 50-year life of this project, approximately 650 AF of clean, safe drinking water will be served to this local DAC on Torres-Martinez Band of Desert Cahuilla Indians Tribal lands. The secondary benefit will reduce the arsenic concentration in their drinking water by approximately 24 ug/L. Grantee potable water averages non-detect level of arsenic.

**Budget Category (a): Project Administration**Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, Coachella Valley Water District. Prepare invoices including relevant supporting documentation for submittal to DWR via Coachella Valley Water District. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation
- Other Applicable Project Deliverables

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR. Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement**Task 3: Land Purchase

Easement acquisition is anticipated for up to 4 or more tribal-owned parcels directly adjacent to Avenue 66 from Polk Street to the Manuela Garcia MHP. A licensed surveyor will prepare legal descriptions and exhibits for acquiring easements, some of which will be on the Torres-Martinez Reservation. Land Title status will be determined by records in the Land Title and Records Office in consultation with the Riverside office of the Bureau of Indian Affairs (BIA). Grantee's consultant will also attempt to make initial contact with the property

owners/allotters and/or Tribe to discuss the project. Once property owner(s)/Tribal approval is received, Grantee's consultant will prepare the necessary appraisals and application to the BIA and/or the property owners/allotters for a formal easement. Once all easements have been acquired, the land agent will prepare a certification of right of way for the project.

**Deliverables:**

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not ApplicableTask 5: CEQA Documentation

An Addendum to a CEQA Mitigated Negative Declaration was completed in March of 2011 and a Notice of Determination has been filed with the Riverside County Clerk and the State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Grantee will apply for permits from the County of Riverside, South Coast Air Quality Management District, the Regional Water Quality Control Board, and the State Water Resources Control Board. Grantee will apply for these permits as necessary.

**Deliverables:**

- Permits as required

Task 7: Design

Prepare 30, 60, 90, and 100% plans and specifications for construction of the water pipeline and connection to the Grantee system.

**Deliverables:**

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan as per Paragraph 16 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation****Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

**Task 10: Construction Administration**

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

**Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

**Task 11: Construction**

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Equipment delivery, Stormwater Pollution Prevention Plan BMP installation, potholing, pavement grind and disposal, and potentially some clearing and grubbing at lateral connections. Testing includes air pressure testing of the water lines and backfill compaction testing. Demobilization includes surplus materials and equipment removal.

11(b): Pipeline Construction: The preliminary Avenue 66 Phase 2B extension alignment will be constructed approximately 5 feet south from the northern pavement edge to allow for continued traffic along one lane of Avenue 66 during construction. The pipeline will be approximately 7,250 feet of 30-inch diameter ductile iron potable water pipeline from the connection at the Manuela Garcia MHP to the existing Grantee water system at the intersection of Avenue 66 and Polk Street to the west. Final alignment within the roadway is pending utility research, survey and mapping, and easement acquisition.

**Deliverables:**

- Photographic Documentation of Progress
- Performance testing results
- Engineers Certification

**PROJECT 4: Groundwater Quality Protection Project Sub Area D-3****IMPLEMENTING AGENCY: Mission Springs Water District**

**PROJECT DESCRIPTION:** The Groundwater Quality Protection Project Sub Area D-3 is a phase of Mission Springs Water District's (MSWD's) Groundwater Quality Protection Program, which aims to protect the quality of the groundwater by converting customers from individual septic systems to sewer service. The Sub Area D-3 collection system will connect 11 parcels to the MSWD sewer system and abate 6 onsite septic systems. This project will install approximately 730 feet of 8-inch gravity sewer pipeline.

The primary benefit of this project is the reduction of nitrate to less than 3 milligrams per liter (mg/L) from the water discharged to the Mission Creek Subbasin. This is a nitrogen load reduction of 0.49 lbs/day or 177 pounds of nitrogen per year. This project will also allow wastewater that is currently discharged directly to the groundwater basin to be collected and used in a future recycled water project, which will reduce the amount of imported water needed in the region. Over the 50-year life of this project, approximately 77.5 AF of wastewater will be collected, treated, and recharged with significantly better water quality in this DAC.

**Budget Category (a): Project Administration**Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, Coachella Valley Water District. Prepare invoices including relevant supporting documentation for submittal to DWR via Coachella Valley Water District. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement**Task 3: Land Purchase - Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies - Not ApplicableTask 5: CEQA Documentation

CEQA was completed for the GQPP Sub Area D-3. A Mitigated Negative Declaration was prepared and approved in March 2011. A Notice of Determination has already been filed with the County clerk and the State Clearinghouse. A letter stating no legal challenges (or addressing legal challenges) will be prepared.

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

**Task 6: Permitting**

Apply for coverage from the SWRCB under the NPDES General Construction Permit, which requires preparation of a SWPPP. Apply for right-of-way Encroachment Permits from the County of Riverside. Apply for these permits as needed.

**Deliverables:**

- Permits as required

**Task 7: Design**

Prepare design drawings, specifications, and cost estimates for Area D-3. MSWD will begin working to repackage the Final Plans and Specifications to the specific Sub Area D-3, including updates to standard drawings, practices, policies, and other requirements since originally completed in 2015. The project does not require completion of any future phases to place the system into operation.

**Deliverables:**

- Basis of Design Report
- 100% Design Plans and Specifications

**Task 8: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan as per Paragraph 16 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation****Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

**Task 10: Construction Administration**

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

**Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

**Task 11: Construction**

Construction activities are outlined below.

11(a): Mobilization and Demobilization Equipment delivery, SWPPP BMP installation, potholing, pavement grind and disposal, and potentially some clearing and grubbing at lateral connections. Inspection and testing are required by the project specifications. Testing includes air pressure testing of the sewer lines and backfill compaction testing. Demobilization includes surplus materials and equipment removal.

11(b): Pipeline Construction: Install approximately 730 feet of 8-inch gravity sewer pipeline, 4 concrete manholes, and all appurtenances. This task also includes traffic control, BMP management, pavement removal, trenching, shoring, bedding, pipe installation, manhole installation, lateral construction, backfilling, compaction, connections, pavement restoration, striping, and clean up. The contractor will return construction and staging areas to as reasonable as possible to original or improved conditions as a result of construction activities, including newly paved streets.

**Deliverables:**

- Photographic Documentation of Progress
- Performance testing results

**EXHIBIT B  
BUDGET****PROPOSITION 1 ROUND 1 COACHELLA VALLEY IRWM IMPLEMENTATION GRANT****AGREEMENT BUDGET SUMMARY**

PROJECTS		Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
1	Castro Mobile Home Park Water Consolidation	\$1,099,245	\$0	\$41,844	<b>\$1,141,089</b>	0%
2	CV Water Counts Regional Conservation Program	\$1,380,400	\$1,065,000	\$42,000	<b>\$2,487,400</b>	43%
3	East Coachella Valley Water Supply Project – Avenue 66 Phase 2B	\$1,268,750	\$0	\$5,634,240	<b>\$6,902,990</b>	0%
4	Groundwater Quality Protection Project Sub Area D-3	\$76,988	\$0	\$106,777	<b>\$183,765</b>	0%
<b>GRAND TOTAL</b>		<b>\$3,825,383</b>	<b>\$1,065,000</b>	<b>\$5,824,861</b>	<b>\$10,715,244</b>	-

**PROJECT 1: Castro Mobile Home Park Water Consolidation**

Implementing Agency: Coachella Water Authority (CWA)

Project directly serves a need of a Disadvantaged Community? Yes

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$28,097	\$0	\$6,868	<b>\$34,965</b>
(b)	Land Purchase / Easement	\$0	\$0	\$4,000	<b>\$4,000</b>
(c)	Planning / Design / Engineering / Environmental Documentation	\$14,680	\$0	\$16,936	<b>\$31,616</b>
(d)	Construction / Implementation	\$1,056,468	\$0	\$14,040	<b>\$1,070,508</b>
<b>TOTAL COSTS</b>		<b>\$1,099,245</b>	<b>\$0</b>	<b>\$41,844</b>	<b>\$1,141,089</b>

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

\*Grantee received 100% cost share waiver.

\*\*Other Cost Share will be paid by CWA.



**PROJECT 2: CV Water Counts Regional Conservation Program**

Implementing Agency: Coachella Valley Water District

Project directly serves a need of a Disadvantaged Community? Yes

<b>BUDGET CATEGORY</b>		<b>Grant Amount</b>	<b>Required Cost Share: Non-State Fund Source*</b>	<b>Other Cost Share**</b>	<b>Total Cost</b>
(a)	Project Administration	\$20,400	\$0	\$16,000	<b>\$36,400</b>
(b)	Land Purchase / Easement	\$0	\$0	\$0	<b>\$0</b>
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$40,000	\$14,000	<b>\$54,000</b>
(d)	Construction / Implementation	\$1,360,000	\$1,025,000	\$12,000	<b>\$2,397,000</b>
<b>TOTAL COSTS</b>		<b>\$1,380,400</b>	<b>\$1,065,000</b>	<b>\$42,000</b>	<b>\$2,487,400</b>

**NOTES:** Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

\*The non-state Cost Share for the turf program will be provided by customer spending on landscape materials; the Cost Share for the conservation incentives program will be provided by the assessment district funds; the Cost Share for the two demonstration gardens will come from City of Palm Springs, DWA, and Grantee's upper tier rate revenue fund. Project received a 100% cost share waiver for DWA portion of the project.

\*\*Other Cost Share will be provided via in-kind staff time by the partner agencies

**PROJECT 3: East Coachella Valley Water Supply Project – Avenue 66 Phase 2B**

Implementing Agency: Coachella Valley Water District

Project directly serves a need of a Disadvantaged Community? Yes

<b>BUDGET CATEGORY</b>		<b>Grant Amount</b>	<b>Required Cost Share: Non-State Fund Source*</b>	<b>Other Cost Share**</b>	<b>Total Cost</b>
(a)	Project Administration	\$18,750	\$0	\$16,000	<b>\$34,750</b>
(b)	Land Purchase / Easement	\$42,200	\$0	\$0	<b>\$42,200</b>
(c)	Planning / Design / Engineering / Environmental Documentation	\$440,000	\$0	\$4,000	<b>\$444,000</b>
(d)	Construction / Implementation	\$767,800	\$0	\$5,614,240	<b>\$6,382,040</b>
<b>TOTAL COSTS</b>		<b>\$1,268,750</b>	<b>\$0</b>	<b>\$5,634,240</b>	<b>\$6,902,990</b>

**NOTES:** Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

\* Grantee received 100% cost share waiver.

\*\*Other Cost Share will be paid for by a SWRCB Drinking Water State Revolving Fund (SRF) loan and Grantee's Capital Improvement Projects.

**PROJECT 4: Groundwater Quality Protection Project Sub Area D-3**

Implementing Agency: Mission Springs Water District (MSWD)

Project directly serves a need of a Disadvantaged Community: Yes

<b>BUDGET CATEGORY</b>		<b>Grant Amount</b>	<b>Required Cost Share: Non-State Fund Source*</b>	<b>Other Cost Share**</b>	<b>Total Cost</b>
(a)	Project Administration	\$1,150	\$0	\$16,000	<b>\$17,150</b>
(b)	Land Purchase / Easement	\$0	\$0	\$0	<b>\$0</b>
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$8,815	<b>\$8,815</b>
(d)	Construction / Implementation	\$75,838	\$0	\$81,962	<b>\$157,800</b>
<b>TOTAL COSTS</b>		<b>\$76,988</b>	<b>\$0</b>	<b>\$106,777</b>	<b>\$183,765</b>

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

\*Grantee received 100% cost share waiver.

\*\*Other Cost Share will include funds from MSWD Sewer Connection Fees and Assessment District No. 18 bonds.

**EXHIBIT C  
SCHEDULE****PROPOSITION 1 ROUND 1 COACHELLA VALLEY IRWM IMPLEMENTATION GRANT****PROJECT 1: Castro Mobile Home Park Water Consolidation**

<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
a	Project Administration	06/16/2020	11/01/2021
b	Land Purchase / Easement	01/01/2020	02/29/2020
c	Planning / Design / Engineering / Environmental Documentation	11/01/2019*	12/31/2020
d	Construction / Implementation	12/29/2020	08/10/2021

\*Budget category C activities that started prior to grant awards are CEQA, permitting, and design.

**PROJECT 2: CV Water Counts Regional Conservation Program**

<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
a	Project Administration	06/16/2020	03/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	06/16/2020	06/01/2021
d	Construction / Implementation	07/01/2020*	12/12/2023

\*There is an overlap between Budget Categories C and D due to implementation timing differences of Tasks 11(a), (b), and (c). Tasks 11(a) Turf Removal Project and Task 11(b) Conservation Incentive Project do not require permitting or design and can start immediately after grant award, while permitting and design of the Demonstration Gardens Project (Task 11(c)) are required before implementation.

**PROJECT 3: East Coachella Valley Water Supply Project – Avenue 66 Phase 2B**

<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
a	Project Administration	06/02/2020	01/01/2024
b	Land Purchase / Easement	06/02/2020	06/02/2021
c	Planning / Design / Engineering / Environmental Documentation	06/02/2020	05/04/2022
d	Construction / Implementation	05/05/2022	09/22/2023

**PROJECT 4: Groundwater Quality Protection Project Sub Area D-3**

<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
a	Project Administration	07/01/2020	03/21/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	07/28/2020	01/01/2021
d	Construction / Implementation	01/04/2021	01/21/2022

**EXHIBIT D****STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
  - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
  - C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or sub

the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Grantee's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
    - i. Will receive a copy of Grantee's drug-free policy statement, and
    - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.  
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.  
Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
  - C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.



- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. **GOVERNING LAW:** This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.26. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from

the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
  - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
  - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**  
**AUTHORIZING RESOLUTION**

**RESOLUTION NO. 2019-11**

**RESOLUTION OF THE BOARD OF DIRECTORS OF COACHELLA VALLEY  
WATER DISTRICT ADOPTION OF THE 2018 COACHELLA VALLEY  
INTEGRATED REGIONAL WATER MANAGEMENT/STORMWATER  
RESOURCE PLAN UPDATE**

**WHEREAS**, water resource planning in the Coachella Valley is of the utmost importance to sustain the area's residents, businesses, and agriculture in a desert climate; and

**WHEREAS**, the State of California, Department of Water Resources (DWR) encourages integrated water resource planning and stormwater resource planning on a regional basis through Integrated Regional Water Management (IRWM) and Stormwater Resource (SWR) Plans, and by conditioning certain existing and possibly future grant funding programs – including Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 – to activities contained in IRWM and SWR Plans; and

**WHEREAS**, the Coachella Valley Regional Water Management Group (CVRWVG) is a collaboration of the six Coachella Valley public water and wastewater agencies: the Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, Indio Water Authority, Mission Springs Water District, and Valley Sanitary District; and

**WHEREAS**, the CVRWVG partners have committed through a Memorandum of Understanding to updating the 2010 Coachella Valley IRWM Plan to comply with the DWR's 2016 IRWM Plan Standards, and developing a SWR Plan Equivalent to comply with the DWR's 2015 Stormwater Grant Program Guidelines, collectively the 2018 Coachella Valley IRWM/SWR Plan Update; and

**WHEREAS**, the 2018 Coachella Valley IRWM/SWR Plan Update coordinates and shares information concerning water supply planning projects and stormwater planning projects; and

**WHEREAS**, the CVRWVG and Coachella Valley stakeholders have worked collaboratively to identify water and stormwater related issues and needs, establish regional goals and objectives, develop a project submittal and prioritization process, and provide recommendations on the projects and programs included in the 2018 Coachella Valley IRWM/SWR Plan Update.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Coachella Valley Water District adopts the 2018 Coachella Valley IRWM/SWR Plan Update and is committed to continued development and implementation of the Plan to help address the water and stormwater related needs of the Coachella Valley; and

**BE IT FURTHER RESOLVED** that we support and encourage the CVRWVG member agencies to adopt this 2018 Coachella Valley IRWM/SWR Plan Update to qualify for funding under Round 1 of the Proposition 1 IRWM Grant Program, Round 2 of the

Proposition 1 SWR Grant Program, and we encourage the DWR to fund grant applications that are prepared as a result of this Plan; and

**BE IT FURTHER RESOLVED** that the General Manager is hereby authorized to direct staff to prepare necessary data, conduct investigations, file applications, and execute grant agreements with the DWR in association with this application process; and


**BE IT FINALLY RESOLVED** that the Coachella Valley Water District pledges to continue working to develop the planning and projects that address long- and short-term solutions to the Coachella Valley’s water and stormwater needs, address our regional goals and objectives, and improve the conditions and the quality of life for our communities.

**PASSED AND ADOPTED** by the Board of Directors of the Coachella Valley Water District, County of Riverside, State of California, on this 23<sup>rd</sup> day of April, 2019, by the following vote:


AYES: Powell, Estrada, Bianco, O’Dowd, Nelson

NOES: none

ABSENT: none

  
\_\_\_\_\_  
John P. Powell, President  
Coachella Valley Water District

ATTEST:

  
\_\_\_\_\_  
Sylvia M. Bermudez, CMC  
Clerk of the Board  
Coachella Valley Water District

## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

#### **PROJECT COMPLETION REPORT**

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

##### **Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

##### **Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

## **Cost & Disposition of Funds**

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

## **Additional Information**

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

## **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

**Additional Information:** Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

## **POST-PERFORMANCE REPORT**

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

### **Reports and/or products**

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
  - Report number



- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

## EXHIBIT G

### REQUIREMENTS FOR DATA SUBMITTAL

#### **Surface and Groundwater Quality Data:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### **Groundwater Level Data**

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

## EXHIBIT H

### STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

#### State Audit Document Requirements

##### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

##### State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

##### Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

##### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

##### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

##### Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

##### Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

### EXHIBIT I

## LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

#### Local Project Sponsor Agency Designation

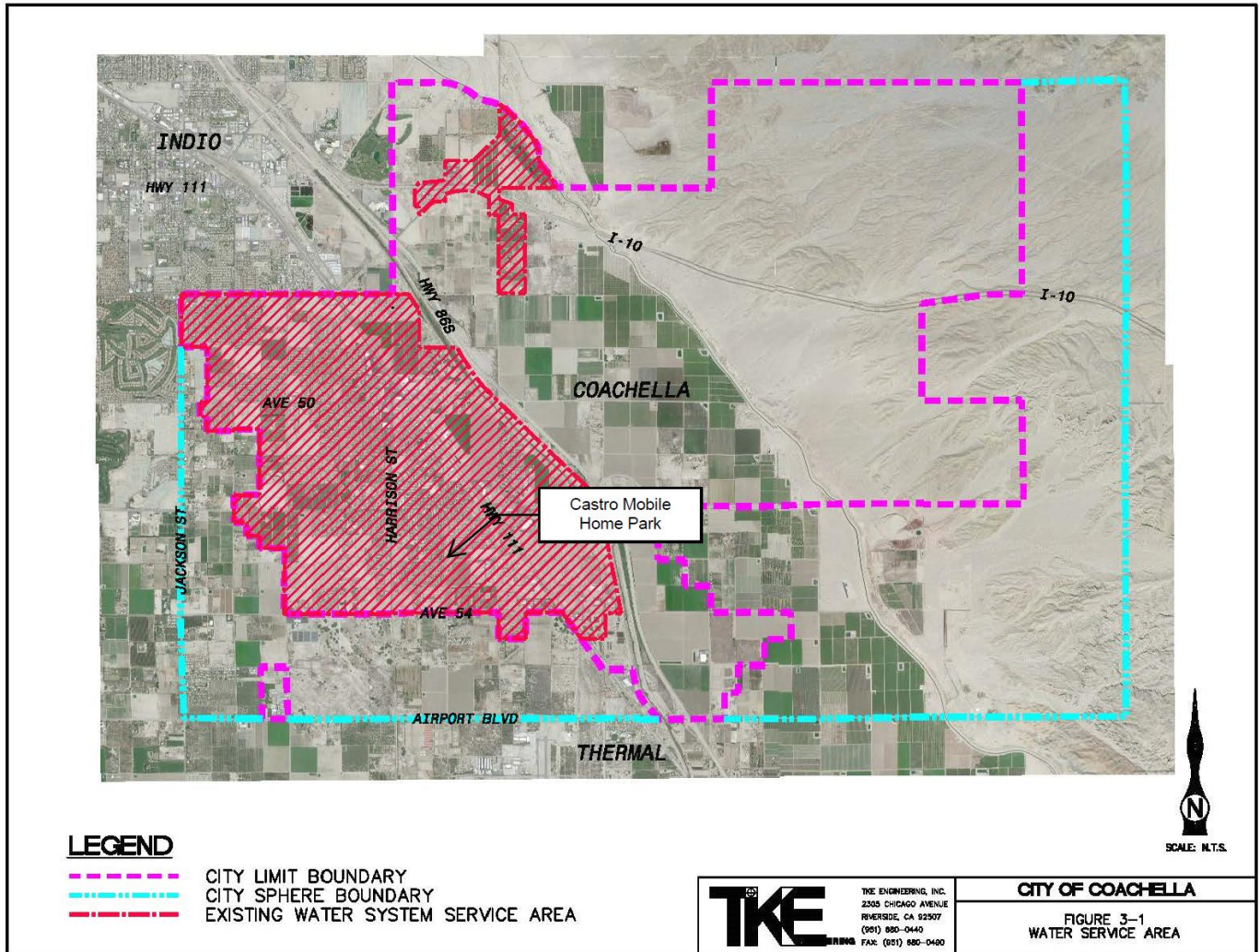
**Sponsored Project:** Project 1: Castro Mobile Home Park Water Consolidation

**Sponsor Agency:** Coachella Water Authority

**Agency Address:** 1515 6th St, Coachella, CA 92236

**Project Location:** Coachella, California (33.661389, -116.163611)

Castro Mobile Home Park Consolidation Map 2



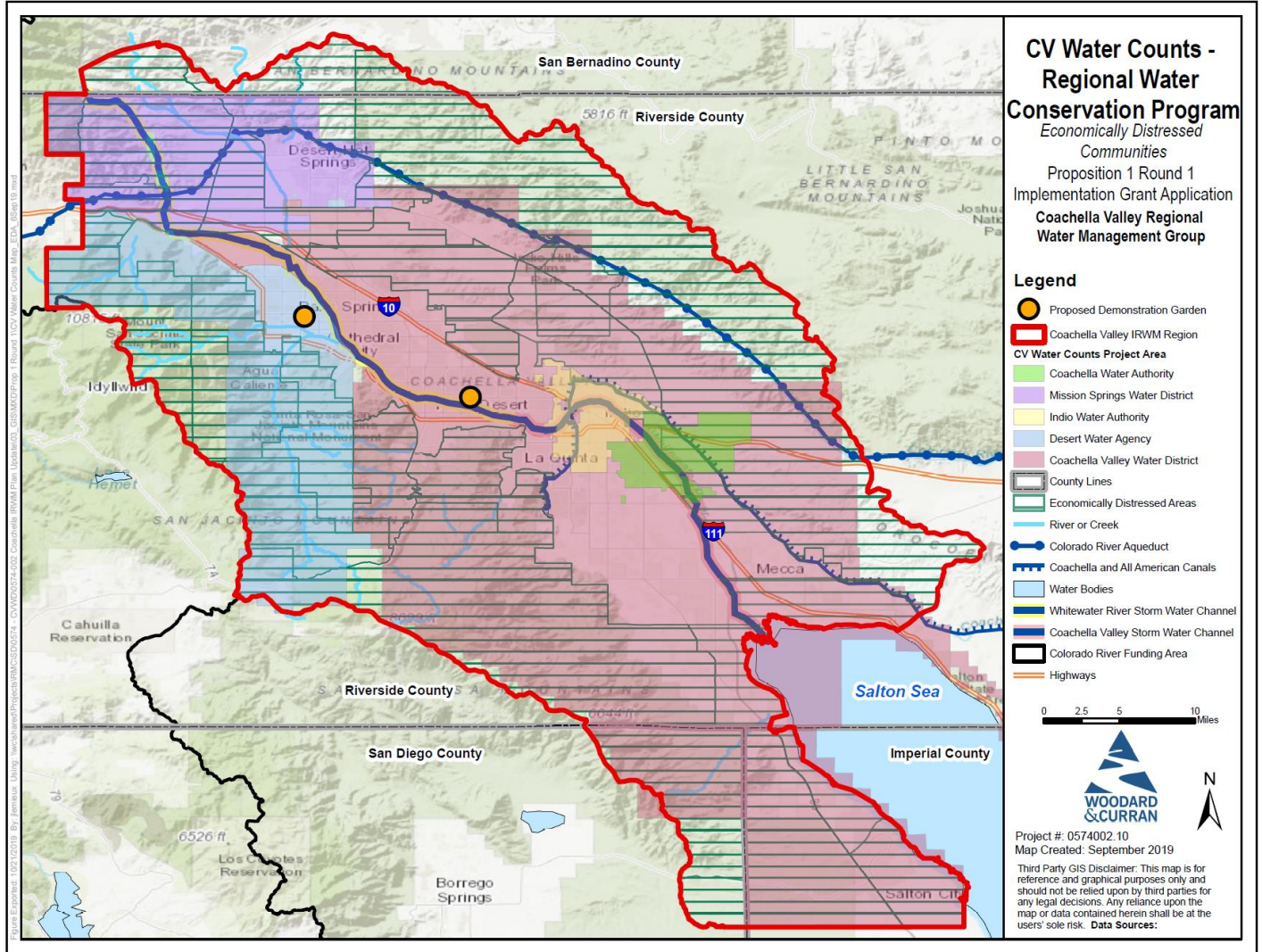
### Local Project Sponsor Agency Designation

**Sponsored Project:** Project 2: CV Water Counts Regional Conservation Program

**Sponsor Agency:** Coachella Valley Water District

**Agency Address:** 51501 Tyler St, Coachella, CA 92236

**Project Location:** Coachella, California (33.746389, -116.308611)

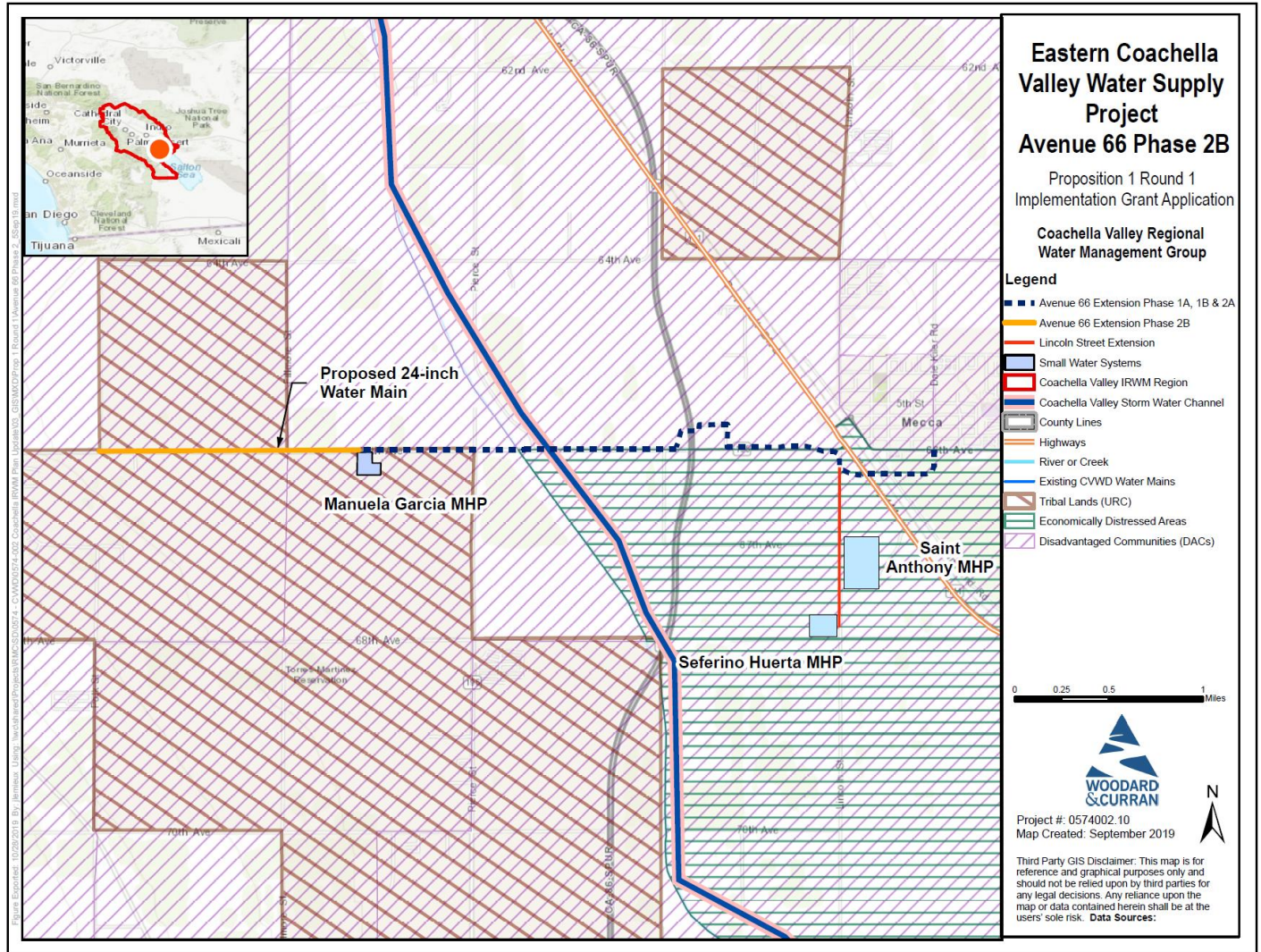


**Sponsored Project:** Project 3: East Coachella Valley Water Supply Project – Avenue 66 Phase 2B

**Sponsor Agency:** Coachella Valley Water District

**Agency Address:** 51501 Tyler St, Coachella, CA 92236

**Project Location:** Thermal, California (33.568333, -116.122778)

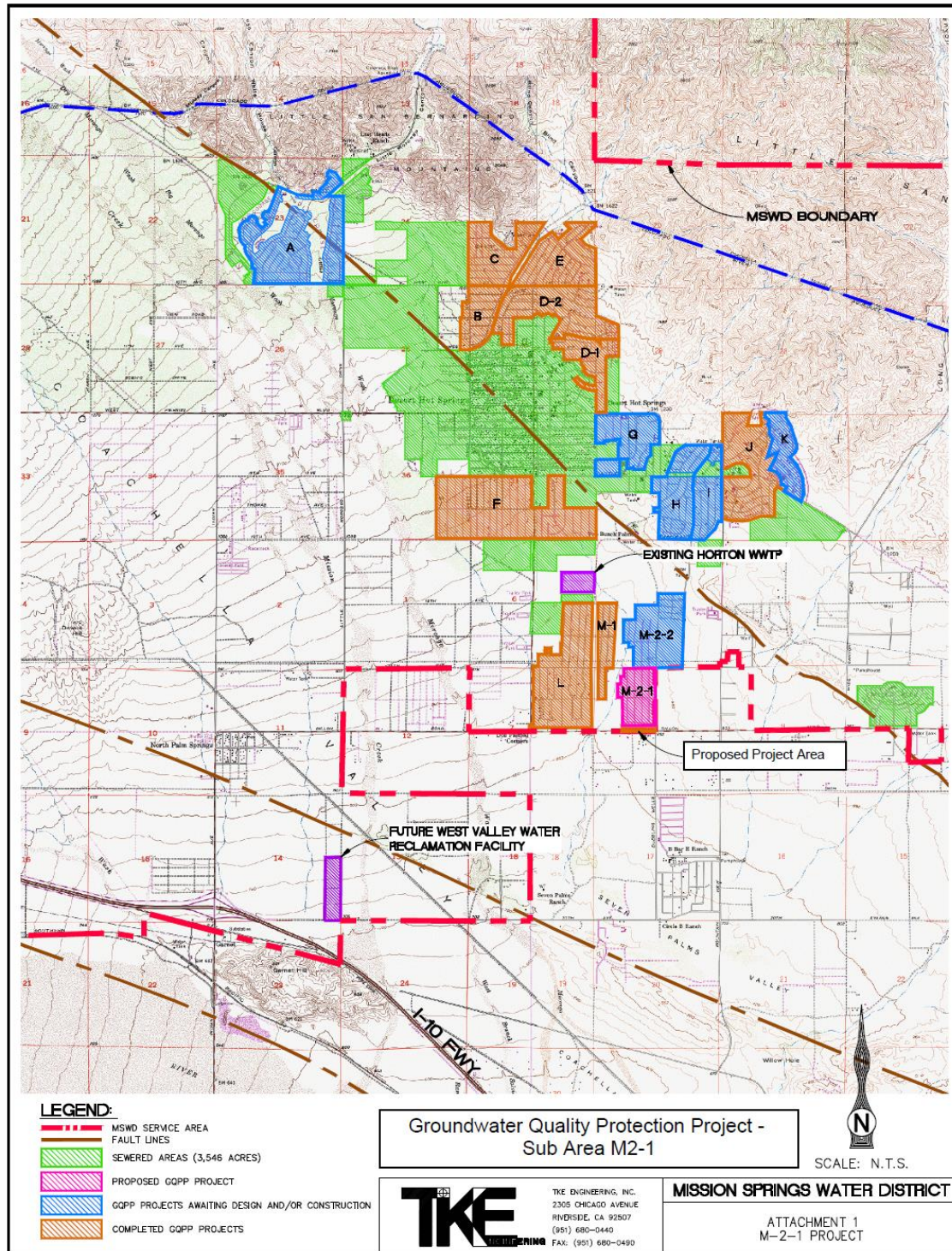


**Sponsored Project:** Project 4: Groundwater Quality Protection Project Sub Area D-3

**Sponsor Agency:** Mission Springs Water District

**Agency Address:** 66575 2nd St, Desert Hot Springs, CA 92240

**Project Location:** Bubbling Springs Rd, Dillon Rd, Ave Garcia and Camino Aventura in Desert Hot Springs, California (33.928056, -116.486111)





## EXHIBIT J

### APPRAISAL SPECIFICATIONS

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and

encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
  - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
  - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
  - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
  - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

**EXHIBIT K****INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

## EXHIBIT L

### Project Monitoring Plan Guidance

#### Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

#### Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?



**STAFF REPORT**  
**4/28/2021**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Andrea J. Carranza, Deputy City Clerk  
**SUBJECT:** Seeking Direction on the Advertisement of Open Commission/Committee Seats

---

**STAFF RECOMMENDATION:**

Staff is seeking the direction on the advertisement of open commission/committee seats.

**BACKGROUND:**

On February 10, 2021, the City Council approved Ordinance No. 1172 changing the structure of the committee and commission appointments, and Ordinance No. 1173, and establishing the Cultural and Arts Commission.

On February 11, 2021, staff advertised for five (5) Cultural and Arts Commission seats, five (5) Parks and Recreation Commission seats, one (1) Alternate Parks and Recreation Commission seat; and five (5) Utility Users Tax Citizens Oversight Committee (“UUT Committee”) seats, with a deadline of Monday, April 13, 2021.

**DISCUSSION/ANALYSIS:**

Staff received six (6) applications for the Cultural and Arts Commission, eight (8) for Parks and Recreation Commission, and two (2) for the UUT Committee.

Staff is seeking direction to accept the applications, or to extend the application period until May 12, 2021. With an extension, the applications will be brought forward to the City Council Meeting of May 26, 2021.



**STAFF REPORT**  
**4/28/2021**

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

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

**SUBJECT:** Authorize award of purchase to Quick Crete Products Corp. for City Hall fountain bowl replacement, for \$21,697.80 and authorize appropriation of \$21,697.80 from undesignated general fund reserves for this purchase.

**STAFF RECOMMENDATION:**

Authorize award of purchase to Quick Crete Products Corp. for City Hall fountain bowl replacement, in the amount of \$21,697.80 and authorize appropriation of \$21,697.80 from undesignated general fund reserves for this purchase.

**EXECUTIVE SUMMARY:**

The bottom bowl of the fountain located at City Hall needs to be replaced. Staff solicited informal proposals for replacement of the bottom bowl of the City Hall fountain from: Teserra Outdoors, Vintage Associates Inc, Desert Concepts, California Pools, Ojeda Pools and Quick Crete Products Corp. Vintage Associates Inc. and Quick Crete Products Corp. were the only responsive bidders; Vintage Associates Inc. was not able to replicate the same design of the current City Hall fountain bottom bowl. Thus, the only responsive bidder able to replicate the same design of the bottom fountain bowl is Quick Crete Products Corp.

This fountain was installed in 2011/2012 with the downtown improvements completed as part of the Sixth Street Façade and Streetscape Project. The original manufacturer of this fountain was Quick Crete Products Corp; reproduction of the bottom bowl will cost \$21,697.80. Fabrication of the replacement bowl is estimated at 6-8 weeks. Staff is recommending award to Quick Crete Products Corp. for purchase of the replacement bowl, in the amount of \$21,697.80. The correspondent demolition work and re-installation will be coordinated with city forces.

**FISCAL IMPACT:**

The recommended action will require appropriation of \$21,697.80 from unallocated general fund reserves.

Attachment:  
Proposed Letter Agreement



*City of Coachella*

53-990 Enterprise Way, Coachella, California 92236

Phone (760) 398-5744 \* Fax (760) 398-1630 \* [www.coachella.org](http://www.coachella.org)

April 28, 2021

Quick Crete Products Corp.  
731 West Parkridge, Norco, CA 92860  
Re: Letter of Agreement for City Hall Fountain Bowl Purchase

Dear Mr. Rick Crook:

This letter shall be our Agreement regarding the purchase of City Hall Fountain Bowl Replacement described below ("Services") to be provided by Quick Crete Products Corp., a corporation, ("Contractor") as an independent contractor to the City of Coachella for the City's City Hall Fountain Bowl Replacement ("Project").

The Services to be provided include the following: fabrication and delivery of a precast concrete fountain bowl measuring 14"W x 37 7/8"L x 18"HT inches. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall not exceed twenty-one thousand six hundred ninety-seven dollars and eighty cents (\$21,697.80).

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

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers' compensation coverage for such employees which meets all requirements of state law.



Invoices shall be submitted to the City as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin immediately and be completed by July 31, 2021, unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

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

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

**CITY OF COACHELLA**

**CONTRACTOR**

*Approved by:*

*Reviewed and Accepted by Contractor:*

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT 'A'



SOLD TO: 01-COCHELL  
 CITY OF COACHELLA  
 53462 ENTERPRISE WAY  
 COACHELLA, CA 92236

Confirm To: JANETH LARA  
 Phone: (760) 501-8130 Ext: Fax: (760) 398-1630  
 Email Address: jlara@coachella.org

**Price Quotation** Item 21.

Quote No. 0150987  
 Quote Date 4/6/2021

SHIP TO: CCFR  
 COACHELLA FOUNTAIN REPLACEMENT  
 ADDRESS \_\_\_\_\_  
 XST \_\_\_\_\_  
 COACHELLA, CA

Ship To Contact: JANETH LARA  
 Phone: 442-400-1382 Ext: Fax:  
 Email Address: jlara@coachella.org

Customer P.O.	Terms of Quotation	Salesperson	Specifier
	NET 30 / NON-CANCELLABLE P.O.	GOTZ ULRICH (IE)	

Item / Item Description	Qty	UM	Unit Price	Amount
CUSTOMSW 14"W x 37 7/8"L x 18"HT RADIUS (R=91") PRECAST CONCRETE FOUNTAIN BASIN WALL WITH CAST S.S. INSERTS ON INSIDE OF WALL TO CONNECT AND ALIGN BASIN WALLS WITH NON CORROSIVE SEATWALL BRACKETS AND WITH CAST S.S. INSERTS AT BOTTOM FOR ANCHORING WITH CORROSIVE RESISTANT COIL RODS. DETAIL PER QCP DRAWINGS 101935-9 C-SAND WITH HYCRETE, T-SANTA FE SANDBLAST, 511 POUROUS PLUS SEALER (AQUALOK)  ***TO MATCH PREVIOUS ORDER 101935***  ***APPROX UNIT WEIGHT= 646 LBS*** ***ALL ELECTRICAL AND PLUMBING SUPPLIED AND INSTALLED BY OTHERS***	16.00	EACH	1,247.00	19,952.00
SWPLT-2X8/SS 2"W. X 8 1/2"L. STAINLESS STEEL SEATWALL PLATE	16.00	EACH	0.00	0.00
BLTH1/2X1.5SS 1/2" X 1 1/2"L. HEX HEAD BOLT S.S.	32.00	EACH	0.00	0.00
WSH1/2SS 1/2" WASHER STAINLES STEEL	32.00	EACH	0.00	0.00

\*\*\*PLEASE NOTE\*\*\*

"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

DELIVERY REQUESTED ON: \_\_\_\_\_  
 (PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)

\*\*\*MANUFACTURER'S ESTIMATE\*\*\*

QUICK CRETE IS NOT RESPONSIBLE FOR THE TAKE-OFF PROVIDED, DIMENSIONS, QUANTITIES, APPROPRIATENESS OF THE PRODUCTS FOR CUSTOMER'S APPLICATION, ETC....WHICH ARE THE RESPONSIBILITY OF THE CUSTOMER.

\*\*\*INSUFFICIENT SPECIFICATIONS\*\*\*

QUICK CRETE RESERVES THE RIGHT TO ADJUST PRICING ACCORDINGLY ONCE SUBMITTALS ARE APPROVED FOR PRODUCTION.  
 PROJECT SPECIFICATIONS WERE UNAVAILABLE OR NOT SUPPLIED TO QUICK CRETE WHEN BIDDING THIS PROJECT. QUICK CRETE RESERVES THE RIGHT TO ADJUST PRICING UPON RECEIPT OF THE PROJECT SPECIFICATIONS.

\*\*\*QUICK CRETE PRODUCTS CORP. RESERVES THE RIGHT TO MODIFY ANY PRODUCT, DUE TO MATERIAL LIMITATIONS AND MANUFACTURING METHODS\*\*\*



# Price Quotation Item 21.

Quote No. 0150987  
Quote Date 4/6/2021

**SOLD TO:** 01-COCHELL  
CITY OF COACHELLA  
53462 ENTERPRISE WAY  
COACHELLA, CA 92236

**SHIP TO:** CCFR  
COACHELLA FOUNTAIN REPLACEMENT  
ADDRESS \_\_\_\_\_  
XST \_\_\_\_\_  
COACHELLA, CA

Confirm To: JANETH LARA  
Phone: (760) 501-8130 Ext: \_\_\_\_\_ Fax: (760) 398-1630  
Email Address: [jlara@coachella.org](mailto:jlara@coachella.org)

Ship To Contact: JANETH LARA  
Phone: 442-400-1382 Ext: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: [jlara@coachella.org](mailto:jlara@coachella.org)

Customer P.O.	Terms of Quotation	Salesperson	Specifier
	NET 30 / NON-CANCELLABLE P.O.	GOTZ ULRICH (IE)	

Item / Item Description	Qty	UM	Unit Price	Amount
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When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

**This price quote expires on June 06, 2021**

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. Please issue all purchase orders to Quick Crete Products Corp.

P.O. Box 639, Norco, CA 92860

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. Credit terms ~~subject to change~~ pending account verification.

Net Amount:	19,952.00
Sales Tax:	1,745.80
<b>Total Amount (USD):</b>	<b>21,697.80</b>



**Price Quotation** Item 21.

Quote No. 0150987  
Quote Date 4/6/2021

SOLD TO: 01-COCHELL  
CITY OF COACHELLA  
53462 ENTERPRISE WAY  
COACHELLA, CA 92236

SHIP TO: CCFR  
COACHELLA FOUNTAIN REPLACEMENT  
ADDRESS \_\_\_\_\_  
XST \_\_\_\_\_  
COACHELLA, CA

Confirm To: JANETH LARA  
Phone: (760) 501-8130 Ext: \_\_\_\_\_ Fax: (760) 398-1630  
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Ship To Contact: JANETH LARA  
Phone: 442-400-1382 Ext: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: jlara@coachella.org

Customer P.O.	Terms of Quotation	Salesperson	Specifier
NET 30 / NON-CANCELLABLE P.O.		GOTZ ULRICH (IE)	

Item / Item Description	Qty	UM	Unit Price	Amount
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**TERMS & CONDITIONS**

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization, Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Britteney Johnson 04/06/2021  
 Quick Crete Products Corp. Date

Customer Authorization Date



**STAFF REPORT**  
**4/28/2021**

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

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

**SUBJECT:** Coachella Canna Club Project

**SPECIFICS:**

- a) Resolution No. 2021-24 approving Conditional Use Permit No. 330 that proposes to establish a 7170 square foot retail cannabis business and consumption lounge within the existing building located at 46156 Dillon Road; and Conditional Use Permit No. 331 that proposes to modify the interior of the existing building to create a commercial kitchen, and take-out window with indoor and outdoor seating (Chick Next Door) located at 46156 Dillon Road
- b) Ordinance No. 1178 approving Change of Zone No. 20-04 that proposes to add the Retail Cannabis Overlay zone (R-C) to the existing C-G (General Commercial) Zone on the project site.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve the Coachella Canna Club project by taking the following actions:

- 1) Adopt Resolution No. 2021-24 approving Conditional Use Permit No. 330 that proposes to establish a 7170 square foot retail cannabis business and consumption lounge and Conditional Use Permit No. 331 that proposes to modify the interior of the existing building to create a commercial kitchen and take out window (Chick Next Door) along with indoor outside seating; and
- 2) Introduce for the 1st Reading, by title only, Ordinance No. 1178 approving Change of Zone 20-04 that proposes to add the Retail Cannabis Overlay Zone (R-C) to the property located at 46156 Dillon Road.
- 3) Staff further recommends that the City Council direct Staff and the City Attorney to review the Coachella Municipal Code sections relative to sexually-oriented businesses and return to the City Council in 90 days with recommendations for possible updates and amendments.

**EXECUTIVE SUMMARY:**

The Coachella Canna Club Project was originally considered at the March 24, 2021 City Council meeting and continued to the April 14, 2021 meeting and then further continued to the April 28, 2021 meeting. At the March 24, 2021 public hearing, the City Council directed the Applicant to include an indoor seating area for the proposed Chick Next Door fast food restaurant. Additionally, the City Council directed Staff to review City ordinance provisions regarding sexually-oriented businesses to determine where future businesses of this nature could locate if the subject property building was converted into a retail cannabis business and consumption lounge.

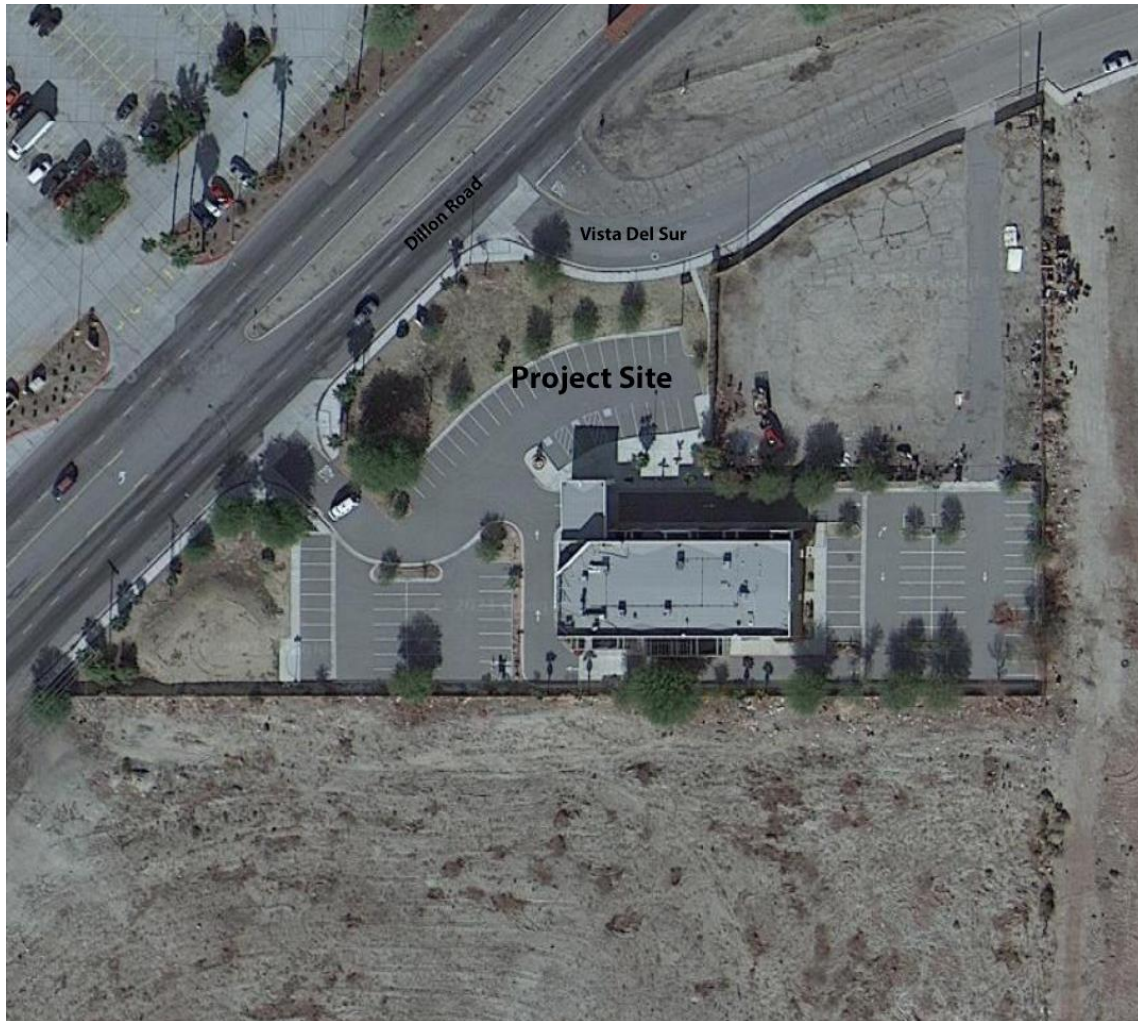
In response to the Council's direction, the Applicant has revised the interior floor plans to include an approximately 120 square foot area for indoor dining adjacent to the Chick Next Door restaurant. See pages 8-11 for the revised floor plan and artist renderings of the new indoor dining area.

In response to the Council's question on what areas of the City would be available for a future sexually-oriented business should the existing building be converted into a cannabis retail business, consumption lounge and fast food restaurant, please see Staff's discussion on pages 19-20 of this staff report.

**BACKGROUND:**

The Canna Club Project consists of two conditional use permits and a change of zone. The Project is proposing to convert the existing building located 46156 Dillon Road that, for the past 15 years, has been used for sexually oriented businesses and a restaurant/nightclub into a retail cannabis business that includes two consumption lounges and a fast food commercial kitchen including a take-out window and indoor and outdoor seating area described in more detail as follows: Conditional Use Permit No. 330 proposes to establish a 7170 square foot retail cannabis business and consumption lounge; Conditional Use Permit No. 331 proposes to modify the interior of the existing building to create a take-out restaurant (Chick Next Door) along with indoor and outside seating; and Change of Zone 20-04 proposes to add the Retail Cannabis Overlay Zone (RC) to the property located at 46156 Dillon Road.

The above referenced applications are proposed on a 1.9-acre site located east of Dillon Road and south of Vista Del Sur as shown on the aerial photograph below. The address of the project site is 46156 Dillon Road.



The photographs below were taken in 2019. The first photograph was taken from Vista Del Sur and shows the north side of the existing building, the landscaped areas and the parking lot. As shown on the photograph, the site contains an existing building that was originally constructed in 2005 and given final occupancy permits by the City in January 2006.





The photograph below was taken from Dillon Road and illustrates the west side of the building, driveway access to the site off Dillon Road and the existing on-site landscaping.



### **History of the Project Site**

According to building permit records, (see attachment 4) the Seventh Heaven Club Gentlemen's Club began construction of the building in 2005 and was granted final occupancy permits in January 2006. Various other sexually oriented businesses and a restaurant/nightclub (Culichi Town) occupied the project site from January 2006 through September 2019. The most recent tenant was the Chicas Gentlemen's Club that occupied the building from March 2018 to September 2019. The building has been vacant since September 2019.

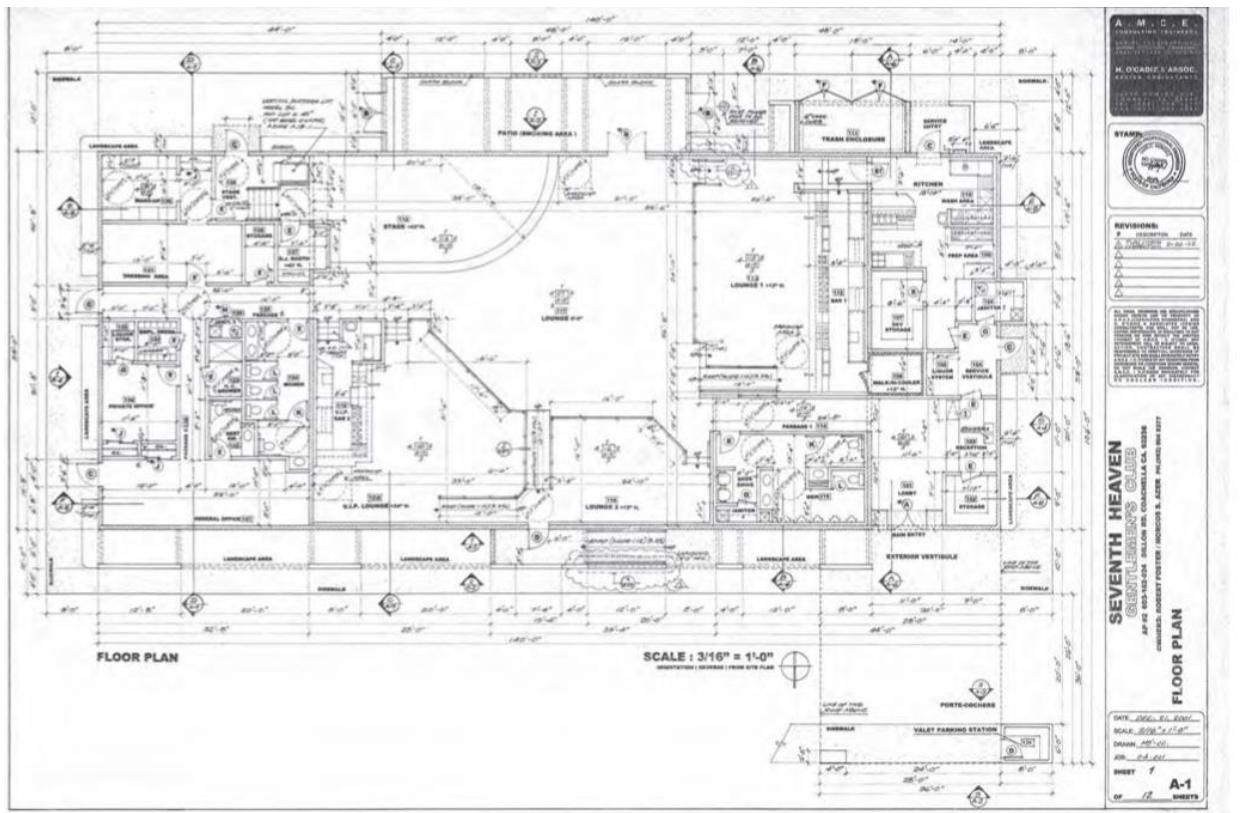
The existing building, the 105 space parking lot and landscaped areas are consistent with the plans

that were approved in 2018 when Chicas Gentlemen’s Club was granted approval to operate the project site as a sexually oriented business.

**Overview of the Coachella Canna Club Project: CUP 330 and CUP 331 and CZ 20-04**

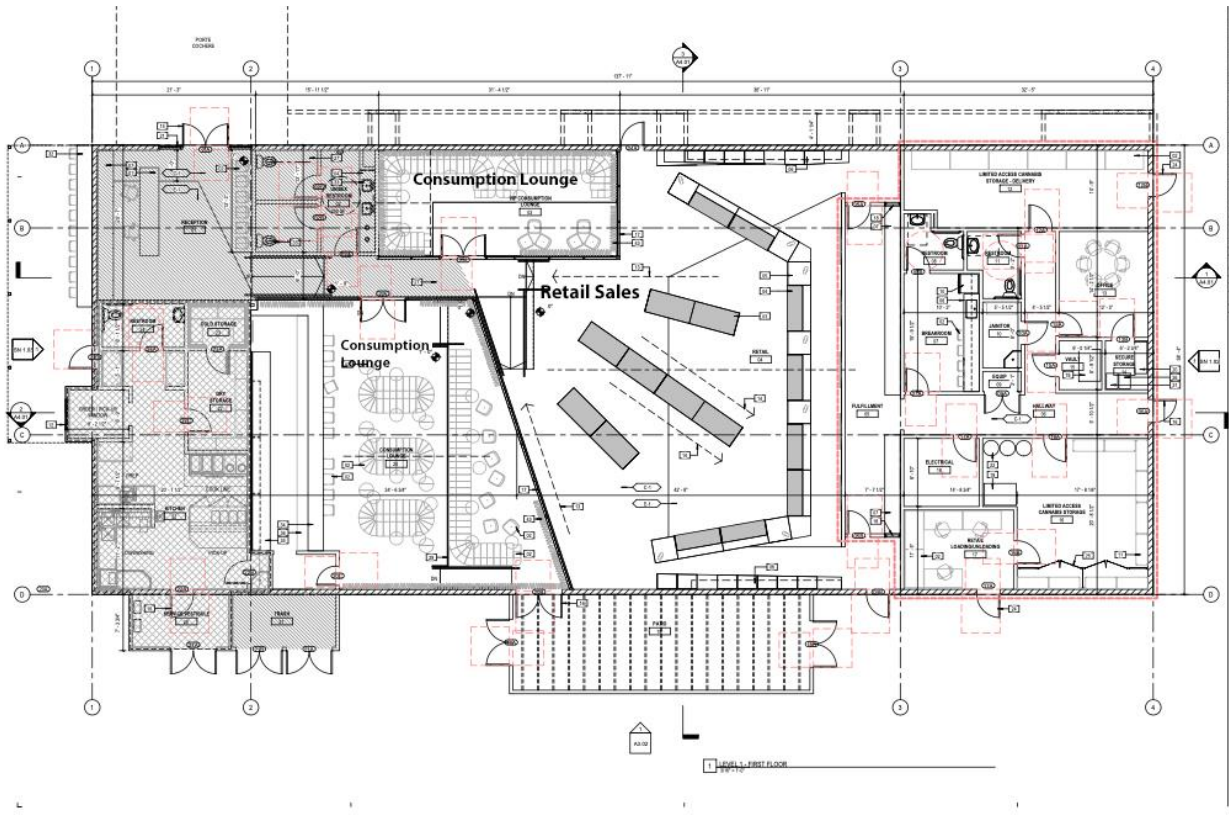
The Coachella Canna Club Project proposes to establish the following on the Project site:

CUP 330 proposes to establish a 7170 square foot retail cannabis business and consumption lounge within the existing building. Plans include modifications to interior partitions, doors and millworks, removal of grid ceilings and the installation of new ceilings and glass partitions. New plumbing fixtures will be installed, and mechanical and electrical systems will be brought up to current codes. A copy of the existing building floor plan is illustrated below.

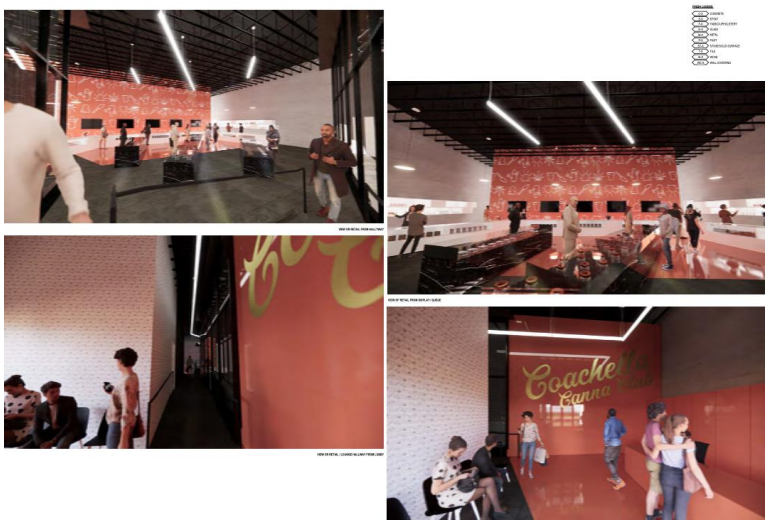


EXISTING CONDITIONS - BY OTHERS / FOR REFERENCE ONLY

A copy of the proposed interior floor plan of the building is attached below and includes a retail sales area and two consumption lounges.

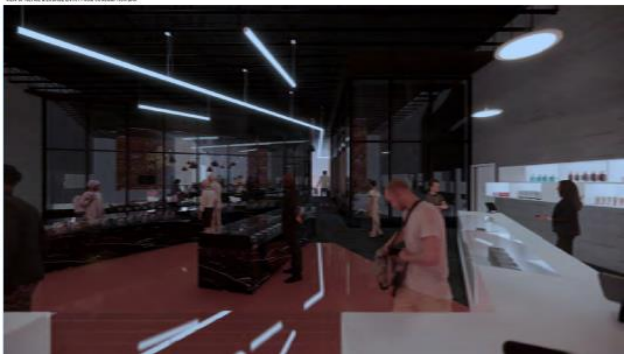


Artist renderings of the retail sales area and consumption lounges are illustrated below.





- 1. PAINTING
- 2. ROOF
- 3. MECHANICAL
- 4. ELECTRICAL
- 5. PLUMBING
- 6. INTERIORS
- 7. EXTERIORS
- 8. LANDSCAPE
- 9. SIGNAGE
- 10. FURNITURE
- 11. LIGHTING
- 12. WALL COVERING



Exterior work will include the painting of all exterior sides of the building as illustrated on the exhibits below:

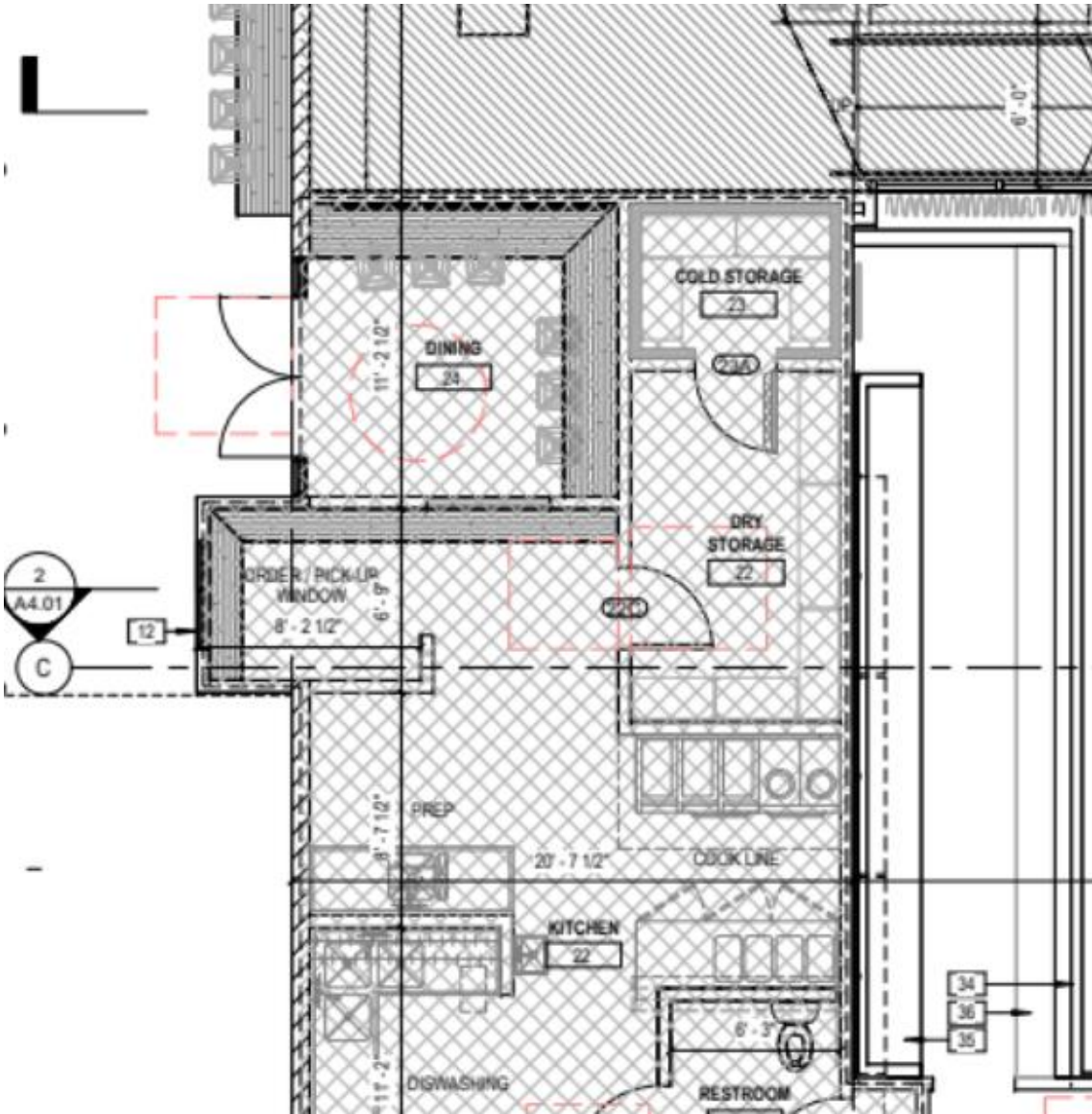




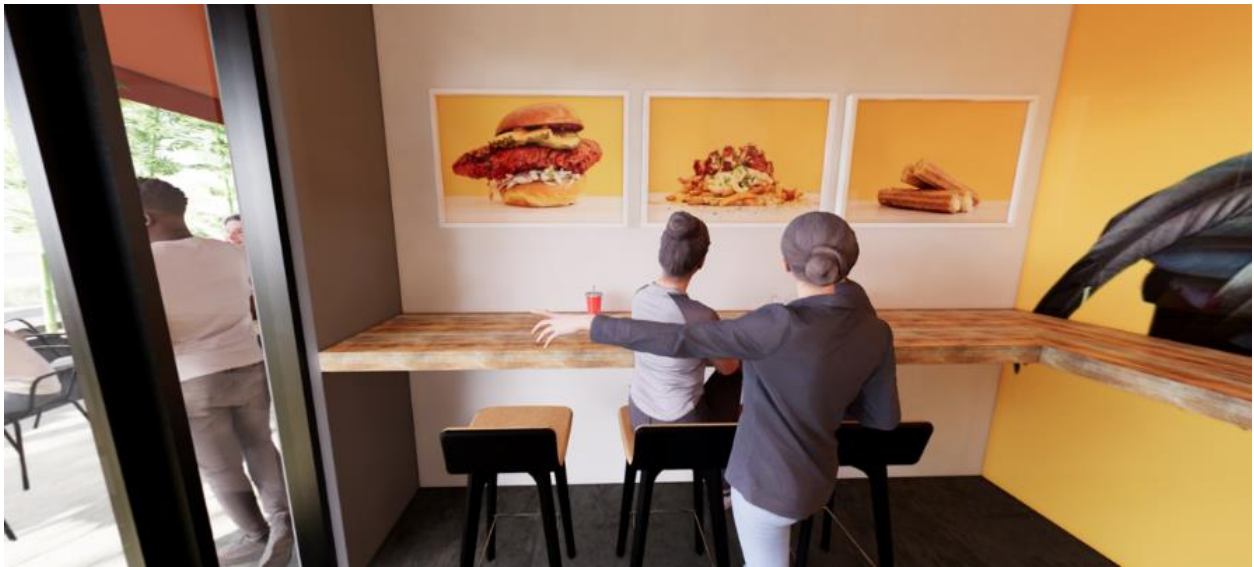
CUP 331 proposes to create a commercial take-out kitchen and take-out window including an approximately 120 square foot indoor seating area and a covered outside seating area on the west side of the existing building as illustrated on the exhibit below. A new awning over the proposed take-out window and outdoor seating area is also planned as shown below.



The new indoor seating area is located adjacent to the proposed Chick Next Door order/pick up window as illustrated in the floor plan below:



The proposed indoor dining area is approximately 120 square feet and includes high top counters on two sides with seating for 6 patrons as illustrated in the artist renderings below:



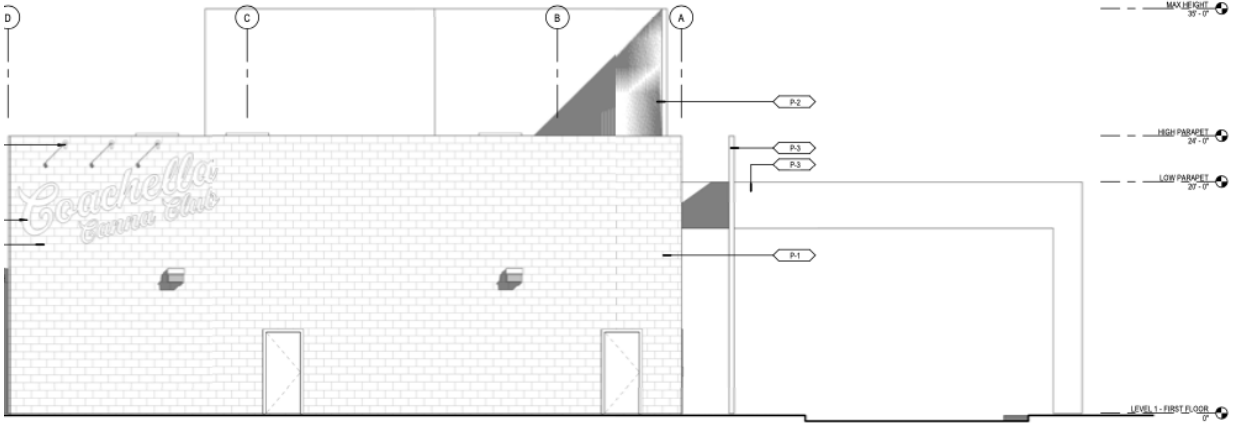
Additionally, a pass through from the Chick Next Door kitchen to the new indoor dining area will be created and a new double door will be constructed from the outside seating area into the new indoor dining area as illustrated on the two images below:



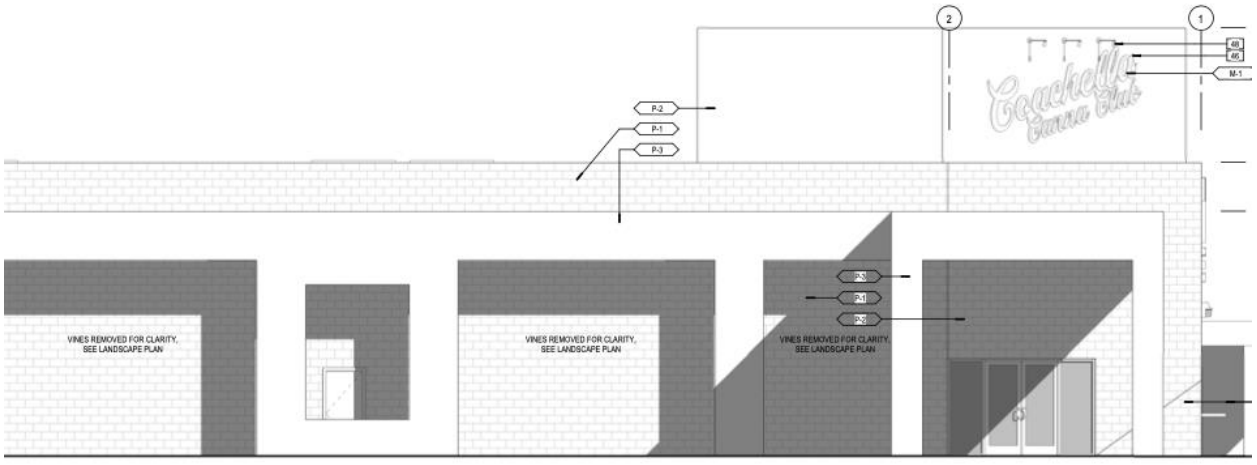
**Signage**

New wall signs will replace the existing wall signs located on the east, north and west sides of the building as shown below:

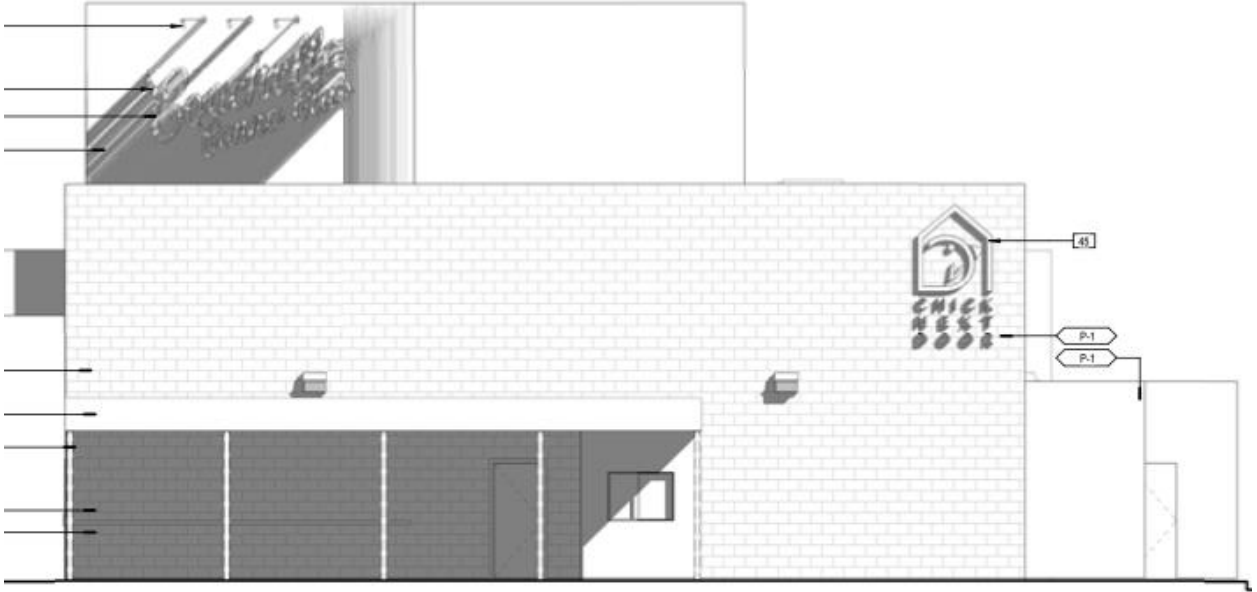




2 EAST ELEVATION  
3/16" = 1'-0"



1 NORTH ELEVATION  
3/16" = 1'-0"

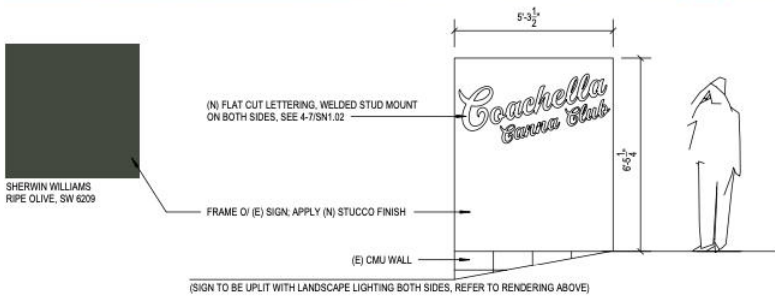


2 WEST ELEVATION  
3/16" = 1'-0"

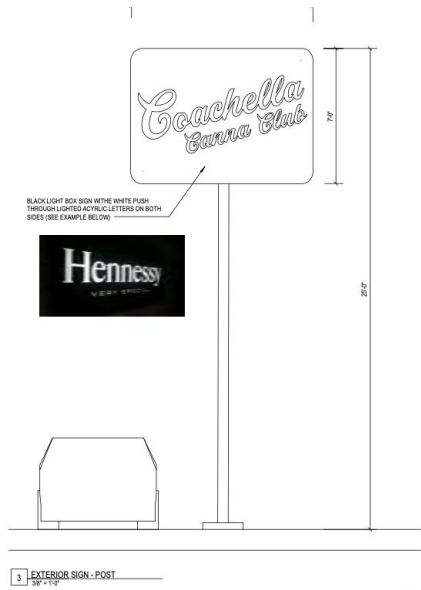
The Canna Club wall signs will be finished with a brass finish while the Chick Next Door wall sign will consist of extruded lit channel letters with an acrylic face and aluminum return as illustrated below:



New copy is proposed for the existing monument sign along Dillon Road as illustrated below.



A new 25-foot-high pole sign with 66.5 square foot of surface area will be constructed as shown below:



### Landscaping

All existing landscaped areas will be upgraded to meet current City landscape requirements as shown on the exhibit below.



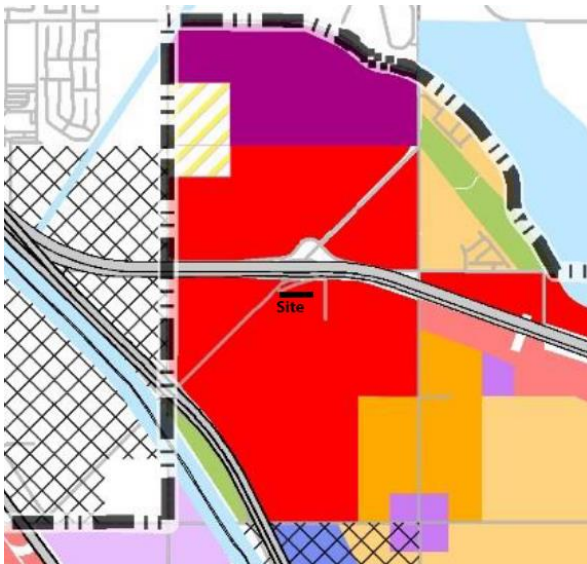
CZ 20-04 proposes to add the Retail Cannabis (RC) Overlay Zone to the existing General Commercial (CG) Zone on the project site as illustrated on the exhibit below:



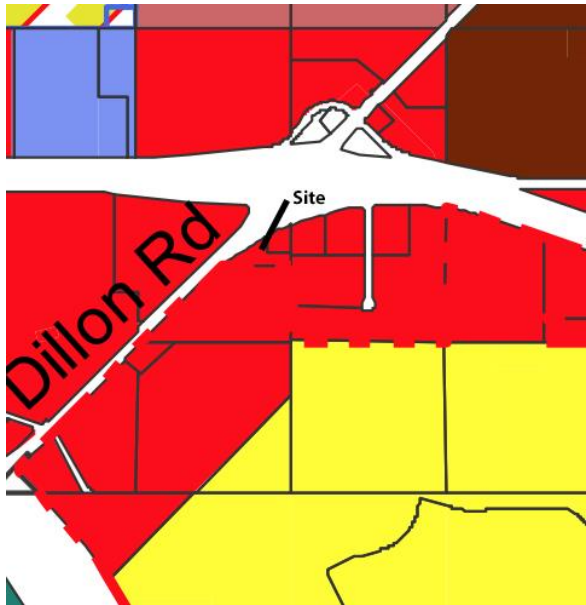
**DISCUSSION/ANALYSIS:**

Environmental Setting:

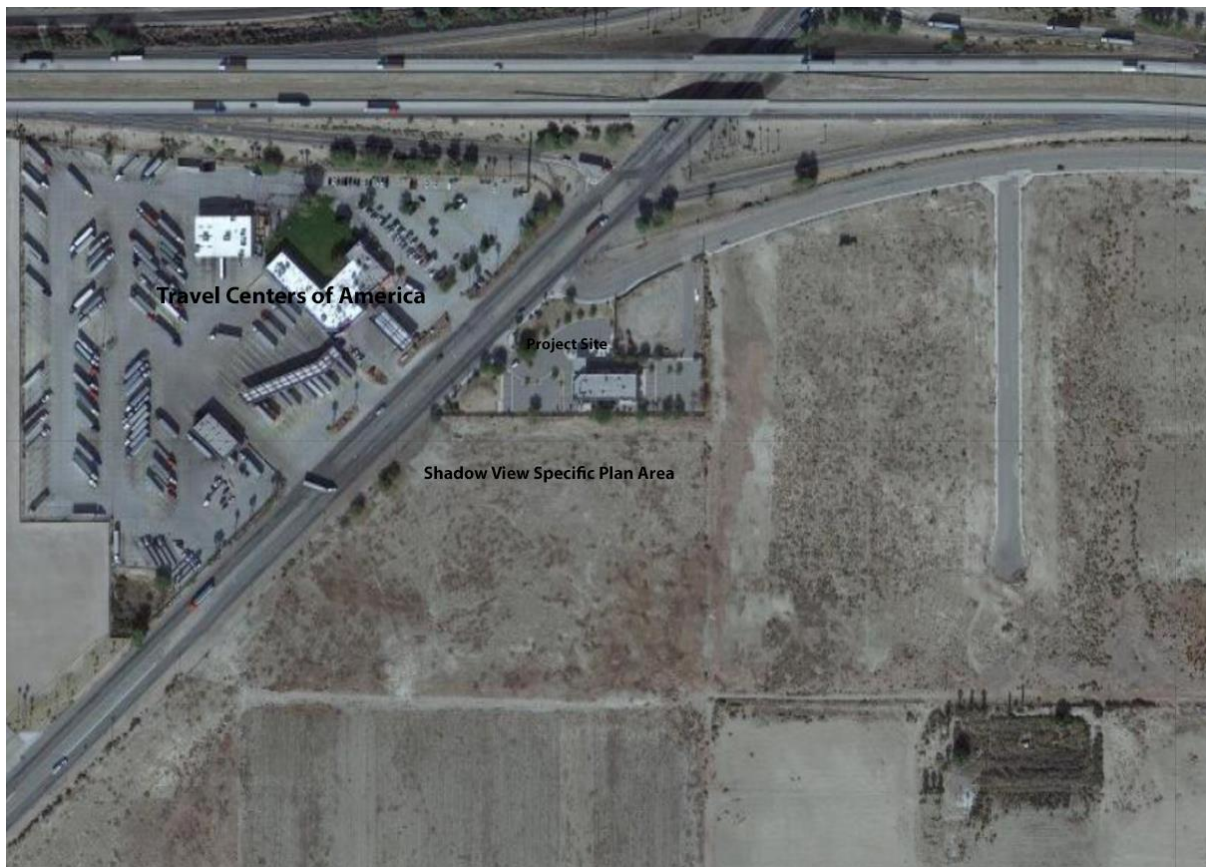
The site is designated Regional Retail District on the 2035 Coachella General Plan as illustrated on the exhibit below. Surrounding properties in all directions are also designated Regional Retail District on the 2035 Coachella General Plan.



The project site is zoned General Commercial (C-G) as illustrated on the exhibit below. Surrounding properties to the north, south, east and west are zoned C-G as well.



Surrounding land uses are illustrated on the aerial photograph below:



Property to the west across Dillon Road consists of the Travel Centers of America complex. Properties to the east, north and south are vacant. The approved Shadow View Specific Plan is

located immediately south of the project site. The Shadow View Specific Plan designates that area as Planning Area 1 West which is planned for commercial/mixed use/high density overlay as illustrated on the exhibit below:



### **Consistency with the Coachella General Plan**

The proposed project is within the Regional Retail District land use designation of the General Plan 2035 Land Use Element. The project is consistent with the development intensity permitted by the Regional Retail District land use category.

### **Consistency with the (CG-RC) General Commercial Zone with Retail Cannabis Overlay**

The project is consistent with the development standards of the CG-RC, General Commercial-Retail Cannabis Overlay Zone.

### **Consistency with Chapter 17.84 (Retail Cannabis Businesses and Chapter 17.85 (Commercial Cannabis Activity)**

The proposed project is consistent with the requirements of both Chapters 17.84 and Chapter 17.85 of the Coachella Municipal Code.

### **ENVIRONMENTAL REVIEW:**

The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, (Class 1) Existing Facilities, of the CEQA guidelines that provides an exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use including interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances. CUP 330 CUP 331 and Change of Zone 20-04 meet the criteria for a Section 15301, Class 1 CEQA exemption.

**CORRESPONDENCE:**

Please see Attachment No. 6 for correspondence received for this project from IID, Building Official, Fire Department, Sunline Transit and Environmental Compliance.

**BACKGROUND AND DISCUSSION ON SEXUALLY-ORIENTED BUSINESSES (SOB'S):**

The City Council of the City of Coachella adopted several urgency ordinances imposing a moratorium, with extensions, on SOB's in 1994 (Ordinance No's 735, and 743) and again in 1995 (Ordinance No. 735).

On June 28, 2000, the City Council adopted Ordinance No. 839 which created the SOB "Licensing" ordinance, currently contained in Chapter 5.60 of the Municipal Code.

On November 8, 2000 the City Council adopted the "Zoning Regulations" governing SOB's as part of Ordinance No. 847, currently contained in Chapter 17.50 (Zoning) of the Municipal Code.

As previously stated, the existing building on the subject property has been previously used as a sexually-oriented business, and is one of the currently-qualifying locations, as allowed under the City's Municipal Codes that created the latest zoning/land use regulations for SOB's, adopted on November 8, 2000.

Sections 17.50.030, 17.50.040 and Section 17.50.050 of the Coachella Municipal Code address the classification, required procedure for a new sexually-oriented business, measurement of distances for separation from sensitive uses, and the allowable locations (zoning districts) where sexually-oriented businesses may locate, as specified below.

*17.50.030: Establishment and classification of businesses regulated.*

*The establishment of any sexually oriented business shall be permitted only in the particular zones located within the specified area, as set forth in Section 17.50.050 of this chapter, and shall be subject to the following restrictions. No person shall cause or permit the establishment of any of the following sexually oriented businesses within one thousand (1,000) feet of another such business or within one thousand (1,000) feet of any religious institution, school, boys' club, girls' club, or similar existing youth organization, or public park or recreation area, or any public building regularly frequented by children, or within five hundred (500) feet of any property in the city zoned for residential use. These limitations apply to sexually oriented businesses classified as follows:*

*A. Adult arcades; B. Adult bookstores; C. Adult cabarets; D. Adult motels; E. Adult motion picture theaters; F. Adult novelty stores; G. Adult theaters; H. Adult video stores; and I. Nude model studios.*



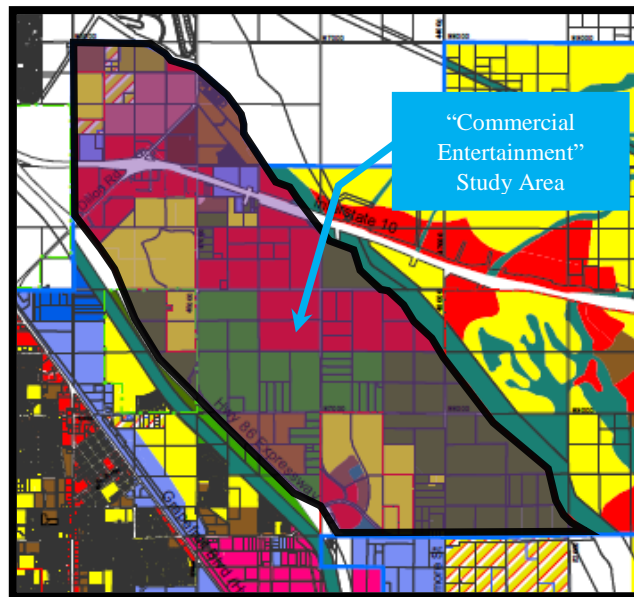
17.50.040: - Measurement of distance.

*Distance between any two sexually oriented businesses shall be measured in a straight line, without regard to intervening structures, from the closest exterior structural wall of each business. The distance between any sexually oriented business and any religious institution, school, boys' club, girls' club, or similar existing youth organization, or public park or recreation area or public building regularly frequented by children or any properties zoned for residential use shall also be measured in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as part of the premises where sexually oriented business is conducted, to the nearest property line of the premises of a religious institution, public or private elementary or secondary school, or the nearest boundary of an affected public park or recreation area, public building regularly frequented by children, residential district, or residentially zoned lot.*

17.50.050: - Location of sexually oriented business.

*Sexually oriented businesses shall be permitted only in the "C-T (commercial tourist) and "C-G" (commercial general) zones located within the entertainment area plan, which plan is more particularly defined as all property with a general plan land use designation of "entertainment commercial" and bordered by Avenue 44 to the north, Coachella Valley Stormwater Channel to the south, the All American Canal to the east and Harrison Street to the west. Permits for sexually oriented businesses shall be required and governed by the procedures and policies specified in Chapter 5.60 of this code.*

Staff has prepared the exhibit calling out the “Commercial Entertainment” study area that was generally shown in the City’s “General Plan 2020” document from 2003. The map shows the geographical area that Section 17.50.050 describes as: Avenue 44 to the north, Coachella Valley Stormwater to the south, All American canal to the east and Harrison Street to the west. It is within this geographic area, and only in the C-T and C-G zones, that a new Sexually-Oriented Business may make application to locate. The study area is depicted in the map below:



Within the area described above there is one area zoned CT (Commercial Tourist) on the east side of Dillon Road north of Vista Del Norte as shown in “burgundy” above. Additionally, areas zoned C-G (General Commercial) are shown in red on the exhibit above. However, the Shadow View Specific Plan calls out “Planning Area No. 1” for the parcels fronting on Dillon Road and Vista Del Sur and these properties are described as allowing the “same land uses as the C-G zone with up to 1,000 dwelling units”. As such, it is not a C-G zone, but a “Specific Plan – Mixed Use” zone governed by a Specific Plan.

As seen on the exhibit, there are several vacant and improved parcels within the study area where a future SOB could locate and meet the required measurement and distance requirements as stated in Sections 17.50.040 and Section 17.50.050. This would include the Travel Center of America site across the street from the subject site, the properties at the intersection of Vista Del Norte and Dillon Road, the “Camp Court” properties on Vista Del Sur, the properties at the southeast corner of Vista Del Sur and Tyler Street, and the properties near Avenue 52 and Polk Street. Many of the vacant lots with C-G zoning do not currently have access to utilities and this may be an impediment to actually allowing for a new SOB to open here. Similarly, some of the vacant agricultural lots east of Tyler Street would have to be re-zoned to a residential zone under the City’s General Plan’s Land Use and Community Character Element and as such would not qualify for SOB applications.

In conclusion, the remaining policy question is whether the City Council wants to continue to permit SOB’s in the C-T and C-G zones in the area described above, or whether the Municipal Code should be amended to allow future SOB uses in other areas and zones, such as the City’s industrial zones where typically meeting the distance requirements would be easier.

The City’s development patterns have changed significantly since 2000 and it may be a good opportunity to re-visit the Ordinance. At direction from the City Council as stated in Staff’s

recommendation No. 3 above, staff will research where other Riverside County jurisdictions permit SOB's and will provide a recommendation regarding amending the applicable sections of the City Municipal Code.

**ALTERNATIVES:**

- 1) Approve Conditional Use Permit No. 330, Conditional Use Permit 331 and introduce for 1<sup>st</sup> reading, by title only, CZ 20-04 with the findings and conditions as recommended by Staff.
- 2) Deny Conditional Use Permit No. 330, 331 and CZ 20-04.
- 3) Continue these items and provide staff and the applicant with direction.

**RECOMMENDED ALTERNATIVE(S):**

It is staff's recommendation that the City Council open the public hearing and allow input from all proponents and opponents of the proposed project. Because the proposed Projects are in conformance with the City's General Plan and the proposed uses would be consistent with the Municipal Code and compatible with the surrounding uses in the area, it is staff's recommendation that the proposed project be approved by taking the following actions:

1. Motion to adopt Resolution No. 2021-24 approving Conditional Use Permit No. 330 and Conditional Use Permit 331 with the findings and attached conditions of approval
2. Introduce for 1<sup>st</sup> Reading, by title only, Ordinance No. 1178 approving Change of Zone 20-04 with the attached findings.
3. Motion to direct Staff and the City Attorney to review the exiting City municipal code sections relative to sexually oriented businesses and return to the City Council in 60 days regarding what revisions and amendments are recommended.

Attachments:

Resolution No. 2021-24 for CUP 330 and CUP 331  
 Ordinance No. 1178 (1<sup>st</sup> Reading)  
 Exhibit A: Conditions of Approval for CUP 330 and CUP 331  
 Historical Building Permits  
 Correspondence

**RESOLUTION NO. 2021-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CONDITIONAL USE PERMITS 330 AND 331. CONDITIONAL USE PERMIT NO. 330 PROPOSES A RETAIL CANNABIS BUSINESS AND CONSUMPTION LOUNGE AND CONDITIONAL USE PERMIT NO. 331 PROPOSES A COMMERCIAL KITCHEN, TAKE OUT WINDOW AND INDOOR AND OUTSIDE SEATING AREA; THE TWO CONDITONAL USE APPLICATIONS WILL MODIFY THE INTERIOR AND EXTERIOR OF THE EXISTING BUILDING AND WILL MAKE IMPROVEMENTS TO THE EXISTING LANDSCAPED AREAS AND PARKING LOT; LOCATED AT 46-156 DILLON ROAD; COACHELLA CAN LLC-ARMEN PARONYAN, APPLICANT.**

**WHEREAS** Armen Paronyan (on behalf of Coachella Canna Club) filed an application for Conditional Use Permit 330 and Conditional Use Permit 331 that proposes the following: Conditional Use Permit 330 proposes to establish a 7,170 square foot retail cannabis business and consumption lounge. Work will include revisions to interior partitions, doors and millwork and removal of grid ceilings and the installation of new ceilings and glass partitions. New plumbing fixtures will be installed, and all existing mechanical and electrical systems will be brought up to current codes. Exterior work will include the painting of all elevations, new awnings, replacement of all signage, a new post mount sign as well as new all mounted wall-illuminated signage and planting and earthwork upgrades to current City ordinances. Conditional Use Permit 331 proposes to modify the interior of the existing building to create an outdoor take-out restaurant with a service window and indoor and outdoor seating, including a remodeled indoor commercial kitchen and restrooms. All mechanical and electrical systems will be brought up to current codes. Exterior improvements will include a new wall mounted self-illuminated sign; Assessor's Parcel No. 603-102-024; and,

**WHEREAS** the Planning Commission conducted a duly noticed public hearing on Conditional Use Permit No. 330 and Conditional Use Permit 331 on March 3, 2021 at the Coachella Permit Center, 53-990 Enterprise Way, Coachella, California: and,

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

**WHEREAS**, the Project is permitted pursuant to Chapter 17.38 of the Coachella Municipal Code, and the attendant applications for Conditional Use Permits 330 and to allow the Project; and,

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

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

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

**WHEREAS**, the proposed project is exempt from the California Environmental Quality Act, as amended; and,

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

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Coachella, California does hereby approve Conditional Use Permit No. 330 and Conditional Use Permit 331 subject to the findings listed below and the attached Conditions of Approval for the Coachella Canna Club Project (CUP 330 and CUP 331) (contained in “Exhibit A” and made a part herein).

**Findings for Conditional Use Permit No. 330 and Conditional Use Permit 331**

1. The Conditional Use Permits are consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Regional Retail District land use designation that allows for the proposed developments. The proposed uses on the site are in keeping with the policies of the Regional Retail District land use classification and the Project is internally consistent with other General Plan policies for this type of development.
2. The Projects are in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The site plan for CUP 330 proposes to establish a 7170 square foot retail cannabis business and consumption lounge within the existing building. Conditional Use Permit 331 proposes to modify the interior of the existing building to create a take-out commercial kitchen, take out window and indoor and outdoor seating areas. The project site is located on approximately 1.9 acres at 46156 Dillon Road. The Projects comply with the applicable CG-RC (General Commercial-Retail Cannabis Overlay Zone) zoning standards as proposed and with Chapter 17.84 and 17.85 of the Coachella Municipal Code regarding Retail Cannabis Businesses and Commercial Cannabis Activity.
3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The Project site is within the Regional Retail District land use designation of the City’s general plan. This category provides for a broad spectrum of commercial land uses. The proposed uses are compatible with existing adjacent

and proposed land uses.

4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project propose a retail cannabis business and consumption lounge and a take-out commercial kitchen including indoor and outside seating that is permitted in the C-G (General Commercial) zone pursuant to the approved Conditional Use Permits. Surrounding properties to the project site include commercial land uses and vacant properties that are planned for commercial land uses. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of existing land uses and future development.

The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301-(Class 1) Existing Facilities of the CEQA guidelines that provides an exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use including interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances. CUP 330 CUP 331 meet the criteria for a Section 1530-Class 1 CEQA exemption.

**PASSED APPROVED and ADOPTED** this 28th day of April 2021.

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Stephen A. Hernandez, Mayor

**ATTEST:**

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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. 2021-24 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 28th day of April 2021 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andrea J. Carranza, MMC  
Deputy City Clerk

**ORDINANCE NO. 1178**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE 20-04 THAT PROPOSES TO ADD THE PROVISIONS OF THE RETAIL CANNABIS OVERLAY ZONE (RC) TO THE EXISTING GENERAL COMMERCIAL ZONE (C-G) ON PROPERTY LOCATED AT 46-156 DILLON ROAD, COACHELLA CAN LLC-ARMEN PARONYAN, APPLICANT**

**WHEREAS** Armen Paronyan (on behalf of Coachella Can LLC) filed an application for Change of Zone 20-04 on property located at 46-156 Dillon Road, and attendant applications Conditional Use Permit 330 and 331, Assessor's Parcel No.603-102-024 ("Project"); and

**WHEREAS** the Planning Commission conducted a duly noticed public hearing on Change of Zone 20-04 and CUP 330 and CUP 331 on March 3, 2021 at the Coachella Permit Center, 53-990 Enterprise Way, Coachella, California and recommended that the City Council approve Change of Zone 20-04 and CUP 330 and CUP 331; and,

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

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

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

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

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

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

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

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

**Section 1.** That the City of Coachella Official Zoning Map be amended as shown



on the attached Change of Zone 20-04 map marked “Exhibit A” from C-G (General Commercial) to CG-RC (General Commercial-Retail Cannabis Overlay Zone) on property located at 46-156 Dillon Road, with the findings listed below:

**Findings for Change of Zone 20-08:**

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Regional Retail District land use designation that allows for the proposed development. The proposed change of zone is in keeping with the policies of the Regional Retail District land use classification and the Project is internally consistent with other General Plan policies for this type of development.
2. The Project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The site plan proposes a retail cannabis business, consumption lounge, commercial kitchen and take out window including indoor and outdoor seating areas. The Project complies with applicable C-G (General Commercial) and Section 17.47.020 property development standards as proposed.
3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The proposed change of zone is compatible with existing surrounding land uses that include commercial land uses.
4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project propose a cannabis business with a consumption lounge and a fast food restaurant with an indoor and outside seating areas that are permitted in the C-G (General Commercial) zone pursuant approved Conditional Use Permits. Surrounding properties to the project site include commercial and vacant land uses. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development
5. The Project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15303 (C) that exempts the conversion of existing small structures from one use to another where only minor modifications are made to the interior and exterior of the structure.

**Section 2. SEVERABILITY.** The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation

the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

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

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

**ORDINANCE PASSED APPROVED and ADOPTED** this \_\_th day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Steven A. 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 No.1178 was adopted by the City Council at a regular meeting held on the \_\_th day of \_\_\_\_\_ 2021, by the following roll call vote:

AYES:

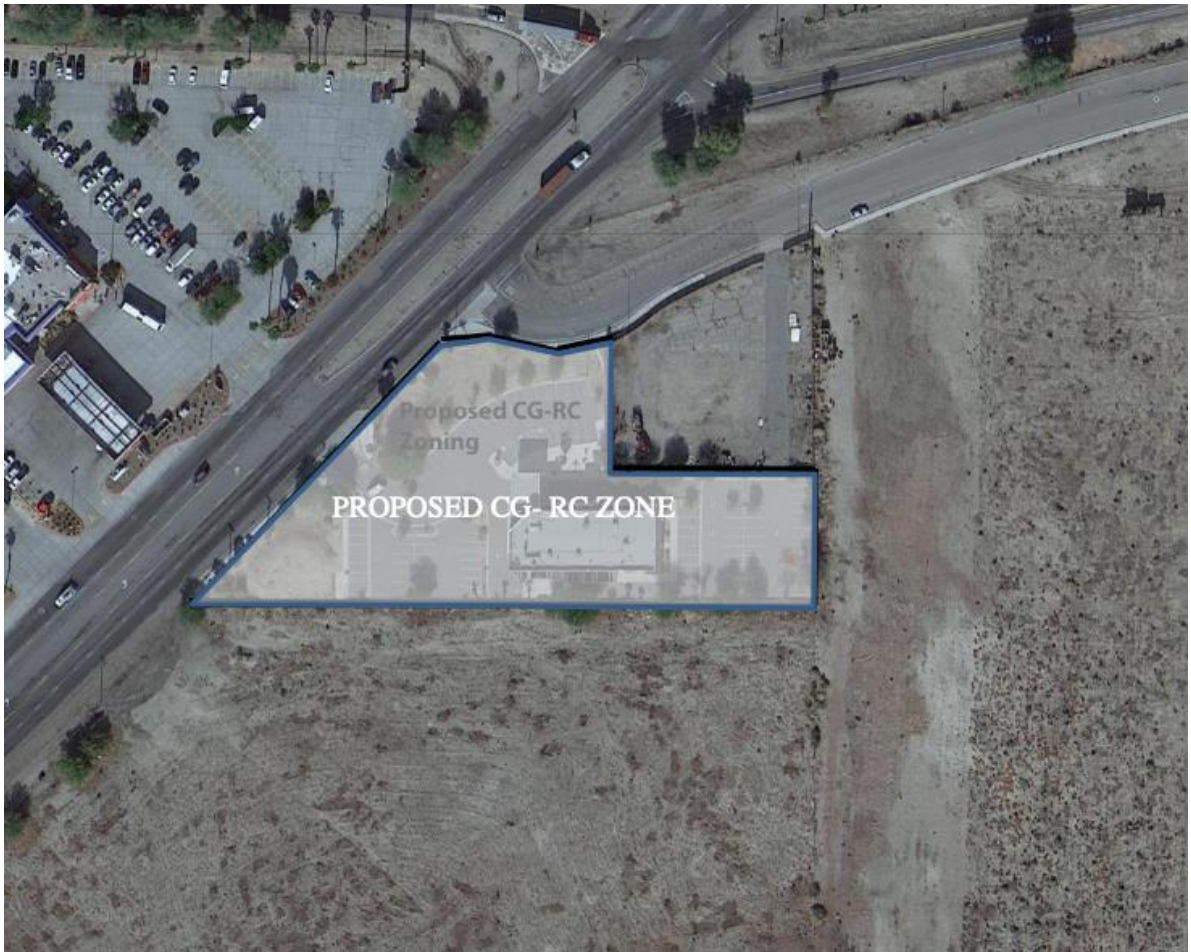
NOES:

ABSENT:

ABSTAIN:

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

Exhibit A  
Change of Zone 20-04



**“EXHIBIT A”****CONDITIONS OF APPROVAL FOR CUP 330, THE COACHELLA CANNA CLUB RETAIL CANNABIS BUSINESS AND CONSUMPTION LOUNGE AND FOR CUP 331 FOR A COMMERCIAL KITCHEN, TAKE OUT WINDOW AND OUTDOOR SEATING AREA****General Conditions**

1. Conditional Use Permit No. 330 and Conditional Use Permit 331 are contingent upon City Council approval and adoption of the attendant Change of Zone 20-04 application. Conditional Use Permit No. 330 hereby approves the establishment of a 7170 square foot retail cannabis business and consumption lounge located in the existing building at 46156 Dillon Road. Conditional Use Permit No. 331 hereby approves the establishment of a commercial kitchen and take-out window along with indoor and outside seating at 46156 Dillon Road.
2. The Applicant shall secure building permits for all tenant improvements for the businesses through the City’s Building Division and the Riverside County Fire Marshal’s office prior to the commencement of business activities. Hours of operation for the retail cannabis business (CUP 330) shall be from 9:00 am to 10:00 pm daily, unless otherwise restricted by the State of California. The Chick Next Door fast-food restaurant take out window (CUP 331) shall close at 10pm. The owner shall procure a City Cannabis Regulatory Permit and a State License prior to commencement of business activities.
3. Conditional Use Permit No. 330 and Conditional Use Permit No. 331 shall be valid for 12 months from the effective date of said City Council approvals unless the applicant requests an extension of time and granted by the Planning Commission. Issuance of building permits and pursuit of construction will vest the Conditional Use Permits.
4. Construction plans for tenant improvements shall be in conformance with construction drawings and landscaping plans designed in accordance with the Coachella Canna Club Retail Cannabis Business and the proposed commercial kitchen/take out window/outside seating area and the conditions of approval imposed below:
  - a. All exterior building materials and colors shall substantially match the exhibits submitted with the Coachella Canna Club Development applications.
  - b. All fencing or garden walls shall be subject to issuance of a separate building permit by the City Building Division.
  - c. All parking lot lighting for the Project shall be consistent with the architectural design exhibits of the Project, as approved by the Development Services Director.
  - d. All masonry/wrought iron perimeter walls and garden walls shall be consistent with the submitted plans, subject to review by the Development Services Director, and subject to the City’s Building Codes.

5. All plans, as shown, are considered “conceptual,” subject to revisions as called out by the conditions of this resolution. The plans shall not be stamp-approved until all conditions requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance with this approval, will require an amendment to the approval of the conditional use permits, including architectural features, materials and site layout.
6. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the adopted U.B.C., U.P.C., U.M.C., N.E.C., including all requirements of the South Coast Air Quality Management District, the Riverside County Fire Department and any requirements by any other agency having jurisdiction on the project.
7. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.
8. All plan submittals are the responsibility of the developer; this includes plan submittals to the City of Coachella, the Riverside County Fire Department or to other agencies for whom plan review and approval is required.
9. Final occupancy of the commercial kitchen/take out window/outside seating area (CUP 331) is contingent on the occupancy the retail cannabis business and consumption lounge (CUP 330). Under no circumstance is the retail business to open and/or operate without the commercial kitchen/take out window/outside seating area open and operating.
10. Prior to the issuance of building permits, grading or construction, the following mitigation measures shall be implemented:
  - a) In the event any onsite structures are demolished, an asbestos inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. The inspection shall include, but not be limited to

visual inspection, sampling, and laboratory analysis for the presence of asbestos products, including asbestos-containing material (ACM) and asbestos-containing construction material (ACCM). Polarized Light Microscopy and other methods consistent with the US EOA 600 method shall be applied to this investigation. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.

- b) In the event any onsite structures are demolished, a lead-based paint inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. Inspections shall be carried out in accordance with US Department of Housing and Urban Development (HUD) guidelines, as well as OSHA Lead Exposure in Construction, Code of Federal Regulations, Title 29, Section 1926. The inspection shall include, but not be limited to visual inspection, sampling, and analysis of materials suspected of containing lead paint or other lead-based materials and coatings. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.
- c) Prior to the start of any activity that might disturb materials potentially containing asbestos, lead, and/or other hazardous or potentially hazardous materials, a qualified and licensed contractor shall be hired to complete necessary abatement procedures. All demolition and other project related actions that might potentially disturb hazardous materials shall be performed by properly trained and qualified personnel. Remediation actions are expected to include but will not be limited to the following:
  1. Each part of the building from which asbestos is being removed shall, as appropriate, be sealed off in order to prevent contamination of the other area. Methods of area containment may include polyethylene film, duct tape, negative air pressure machines and other appropriate means depending on the type of asbestos materials encountered.
  2. Specially designed vacuum cleaners that are designed for asbestos containment (class H) can be safely used when cleaning up during and after asbestos removal.
  3. Removed asbestos and materials with embedded or coated with asbestos shall, as appropriate, be double wrapped in plastic and driven to a landfill.
- d) If surficial or buried materials within the project site are found to contain potentially hazardous materials (such as: asbestos-containing material, lead-based paint, and mercury or PCB-containing material) such materials shall be removed properly prior to any further site disturbance in the affected area, and disposed of at appropriate landfills or recycled, in accordance with the regulatory guidance provided in California Code of Regulation (CCR) and following the requirements of the Universal Waste Rule (40 CFR part 9).
- e) During project construction and implementation, the handling, storage, transport, and

disposal of all chemicals, including herbicides and pesticides, runoff, hazardous material and waste used on, or at, the project site, shall be in accordance with applicable local, state, and federal regulations.

- f) Vapor Encroachment Screening shall be conducted in accordance with the ASTM Standard E2600-10 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions to identify the likelihood of migrating vapors to encroach on the subject property, thereby creating a Vapor Encroachment Condition (VEC). A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of building permits.
- g) A vapor intrusion risk evaluation shall be conducted in accordance with most recent version of the CalEPA Department of Toxic Substances Control's "Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air" to identify the likelihood of vapor intrusion into future buildings and potential impacts on indoor air quality. A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of grading and building permits.
- h) The applicant shall provide the City with copies of permits required by the South Coast Air Quality Management District, or a written confirmation that no permits are necessary.
- i) The applicant shall satisfy all requirements of the Fire Department relating to construction, operation, and emergency response. No building permits shall be issued, and no occupancy of the buildings shall be permitted prior to written approval by the Fire Department.

#### **Engineering – Grading and Drainage:**

- 11. Site access improvements shall be in conformance with the requirements of Title 24 of the California Administrative Code. This shall include access ramps for off-site and on-site streets as required.
- 12. If the applicant is planning to build a wall(s), separate permits shall be required for wall construction. The maximum height of any wall shall be limited to six (6) feet as measured from an average of the ground elevations on either side.

#### **Engineering – Street Improvements:**

- 13. Applicant shall construct all off-site and on-site improvements including street pavement, curb, gutter, sidewalk, street trees, perimeter walls, perimeter landscaping and irrigation, storm drain, street lights, and any other incidental works necessary to complete the

improvements. Driveways shall conform to City of Coachella standards for commercial driveways with a minimum width of 24.00 feet and curbed radius entrances.

14. Applicant shall obtain an encroachment permit for any improvements constructed within public right-of-way including alleys.

### **Engineering-Sewer and Water Improvements**

15. Sewer & Water Improvement Plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check and City Engineer approval.
16. Applicant shall construct all off-site and on-site water improvements and any other incidental works necessary to complete the improvements

### **Engineering – General:**

17. The developer shall submit a Fugitive Dust Control and Erosion Control plan in accordance with Guidelines set forth by CMC and SCAQMD to maintain wind and drainage erosion and dust control for all areas disturbed by grading. Exact method(s) of such control shall be subject to review and approval by the City Engineer. No sediment is to leave the site. Additional securities, in bond form, in amount of \$2,000.00 per acre of gross area, and a one-time cash deposit of \$2,000.00 are required to insure compliance with this requirement. No work may be started on or off site unless the PM-10 plan has been approved, the original plans, and executed dust control agreement, are filed in the engineering department at the City of Coachella.
18. The applicant shall pay all necessary plan check, permit and inspection fees. Fees will be determined when plans are submitted to the City Engineering Department for plan check.
19. If applicable, Applicant shall comply with the valley wide NPDES permit requirements including but not limited to submittal of a Preliminary WQMP for plan review accompanied by a \$3,000 plan check deposit and a Final WQMP for final approval including executed maintenance agreement. All unused plan check fees will be refunded to the applicant upon approval of the Final WQMP.

### **Engineering – Completion:**

20. "As-built" plans shall be submitted to and approved by the City Engineer prior to acceptance of the improvements by the City. All off-site and on-site improvements shall be completed to the City Engineer prior to acceptance of improvements for maintenance by the City.



21. Prior to issuance to of certificate of occupancy, all public improvements, including landscaping and lighting of the retention basin, and landscaped areas along the exterior streets, shall be completed to the satisfaction of the City Engineer

**Environmental Compliance:**

22. The applicant shall comply with the following items prior to issuance of building permits:

- a) Facility will be required to submit detailed plumbing plans for water and sewer
- b) Facility will be required to submit a fixture count worksheet to determine additional loading
- c) Facility will be required to verify condition of existing or install a grease interceptor device
- d) Facility will be required to submit a wastewater survey for all food service establishments

23. Prior to the issuance of a building permit, the applicant shall pay all Development Fees to the City; including outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to the Development Services Department prior to permit issuance.

24. The applicant shall be responsible for paying all applicable development and processing (plan check, inspection, etc.) fees associated with this project.

25. The applicant shall pay all required water connection fees.

**Desert Sands Unified School District**

26. The Desert Sands Unified School District is authorized by the State Legislature to levy developer fee on commercial development. The Applicant or successor in interest shall pay fees in effect at the time of building permit issuance. The fees collected will be used to assist in the housing of students within the District.

27. The applicant shall obtain separate sign permits for all proposed on-site signs, including all wall, monument and pole signs.

**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**



DATE: **02/05/2018**  
PERMIT NO: **BL-2018-02-12675**

Item 22.

Inspection Request Require 24 Hour Notice  
(760) 398-3002

USE ZONE:  
OCCUPANCY: CONSTR TYPE: SQ FT:

Project Address: 46156 DILLON RD  
COACHELLA CA 92236

Project Valuation: \$ 0.00  
PARCEL #: 603102024  
LOT #: 2  
TRACT #: 0.00

Applicant's Name: WILLIAM GRIVAS  
Owner's Name: WILLIAM GRIVAS  
Owner's Address: PO BOX 2  
CARDIFF CA 92236

Phone: (858) 436-7988  
Fax:

Contractor's Name:  
Contractor's Address:

Phone:  
Fax:  
Business Lic:  
State Licence:  
Contact Phone:

Contact Person:

Project Name:  
Permit Type: MISCELLANEOUS BUILDING PERMIT  
Description of Work: CHANGE OF OCCUPANCY/CHANGE OF USE TO NIGHTCLUB, ADULT ENTERTAINMENT UNDER  
Condition: USE CLASSIFICATION B. REGARDING TEMPORARY CERTIFICATE OF OCCUPANCY TO BE 45

**FEE(S):**

BUILDING FEE \$256.00

**TOTAL FEES: \$ 256.00**

**CERTIFICATION APPEARING ON APPLICATIONS**

I have carefully examined the above completed \*Application and Permit\* and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

(Applicant Signature)

Building

Copy To Building 760 398 5421  
Mr Lopez

Item 22.



CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES

DATE:  
PERMIT NO:  
USE ZONE:  
OCCUPANCY: CONSTR TYPE: SQ FT:

INSPECTION REQUEST REQUIRE 24 HOUR NOTICE  
(760) 398-3002

Project Address:  
Dirección del Proyecto: 46156 Dillon Road

Project Valuation:  
Evaluación del Proyecto: \_\_\_\_\_

Applicant's Name: William L. GRIVAS  
Nombre del Solicitante:  
Owner's Name: P.O. Box 2  
Nombre del Propietario:  
Owner's Address: Cardiff, CA 92007  
Dirección del Propietario:

PARCEL#  
LOT#:  
TRACT#:  
Phone Number:  
Número de Telefono:

Fax: 858 436 7988  
Fax:

Contractor's Name: OWNER  
Nombre del Contratista:  
Contractor's Address:  
Dirección del Contratista:

Phone Number: 619 518 8633  
Número de Telefono:  
Fax:  
Fax:

Contact Person:  
Persona de Contacto  
Project Name/ Nombre del Proyecto:  
Permit Type/ Tipo de Permiso:  
Description of Work/ Descripción de los trabajos:  
Condición/Condición:

Bus Lic/ Licencia:  
State Lic/Licencia del Estado:  
Contact Phone:  
Telefono de Contacto:

45 DAY TEMPORARY COFO  
Change of USE TO NIGHTCLUB,  
ADULT ENTERTAINMENT UNDER USE CLASSIFICATION B

ELECTRICAL	MECHANICAL	PLUMBING
# OF SVCS 600 V/UP TO 200 AMPS	# AC/ BOILERS UP TO 100K BTU	# OF BACKFLOW DEVICES <=2"
# OF SVCS 600 V/ OVER 200 AMPS	# AC/ BROILERS 100K-500K BTU	# OF BACKFLOW DEVICES >=2"
# OF SVCS 600 V/ OVER 1000 AMPS	# AC/ BROILERS 500K BTU- 1M BTU	# OF PLUMBING FIXTURES
# OF TEMP POWER SERVICES	# AC/ BROILERS 1M BTU- 1.75M BTU	# OF PRIVATE SEWAGE DISPOSAL
# OF SUB-POLES	# AC/ BROILERS OVER 1.75M BTU	# OF SEPTIC TANKS
# OF ELECT GENERATORS/RIDES	# OF A/C UNITS	# OF SEWER CONNECTIONS
# OF BOOTH LIGHTING	# OF AIR HANDLERS < 10K CFM	# OF WATER SERVICE
# OF FIXTURES FOR REPAIR/SLT	# OF AIR HANDLERS > 10K CFM	# OF WATER HEATERS
# OF ELECTRICAL FIXTURES	# OF APPLIANCE VENTS	# OF GAS SYSTEMS
# OF RESIDENTIAL APPLIANCES	# OF FURNACES UP TO 100K BTU	# OF VACUUM/BACKFLOW DEVICES
# OF RECEPTACLES/SWITCHES/OUTLETS	# OF FURNACES OVER 100K BTU	# OF LAWN SPRINKLERS
# OF POWER APPARATUS	# OF INCINERATORS- DOMESTIC	# SWIMMING POOL/PUBLIC POOL
# OF PRIVATE SWIMMING POOL(S)	# OF EXHAUST FANS	# OF SWIMMING POOL/PUBLIC SPA
	# COMM. RANGE HOODS	# OF SWIMMING POOL/PRIVATE POOL
		# OF SWIMMING POOL/PRIVATE SPA
		# OF INDUST WASTE INTERCEPTOR

CERTIFICATION APPEARING ON APPLICATIONS  
I have carefully examined the above completed "Application and Permit" and do hereby certify that all information herein is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify, and keep harmless the City of Coacheella against all liabilities, judgments, costs and expenses which may in any way become against the City in consequence of the granting of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coacheella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Signature: [Signature] FEB 5 2018  
Applicant's Signature

Signature: [Signature] 2/5/18  
Building  
Signature: [Signature] 2/5/18  
Planning

CHANGE OF USE

BUILDING PERMIT NO. \_\_\_\_\_

CITY OF COACHELLA, CA  
1515 SIXTH STREET  
COACHELLA, CA. 92236 (760) 398-3002

Building Address: 46156 Dillon Road

Applicant: William L. GRIVAS

Mailing Address: P.O. Box 2

City: CARDIFF Zip: 92007 Tel: 6195188633

Owner: SAME AS ABOVE

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: \_\_\_\_\_

Contractor: OWNER

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: \_\_\_\_\_

State Lic. & Class: \_\_\_\_\_ City License #: \_\_\_\_\_

**LICENSED CONTRACTOR'S DECLARATION**

I hereby affirm under penalty of perjury that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: \_\_\_\_\_ License #: \_\_\_\_\_

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

**OWNER-BUILDER DECLARATION**

I, hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 703.1.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and professions Code) or that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own

employees provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)

Item 22.

I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.).

I am exempt under Sec. \_\_\_\_\_ B & P.C for this reason \_\_\_\_\_

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

**WORKER'S COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_ (This section need not be completed if the permit is for one hundred dollars (\$100) or less).
- I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

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

**WARNING:** Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, interest, and Attorney's fees.

**CONSTRUCTION LENDING AGENCY**

I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name \_\_\_\_\_

Address: \_\_\_\_\_

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.  
Date: Feb 5 2018 Applicant Signature: [Signature]

CHANGE OF LICENSE  
Page 372



February 1, 2018

Bill Grivas  
503 Pacific Ave  
Solana Beach CA 92075

**Subject: Temporary Certificate of Occupancy Agreement Letter**  
46156 Dillon Road, Coachella, California

Dear Mr. Grivas:

Per our discussions with you and the evidence submitted showing an executed agreement with your landscape installation company, and in consideration of allowing the "Chicas Gentlemen's Club" business to open in an expeditious manner pending completion of certain property improvements for the above property, in the City of Coachella, the Development Services Department will authorize a 45-Day Temporary Certificate of Occupancy for the business. The City's issuance of this temporary certificate of occupancy is subject to the following conditions.

- 1) The owner shall indemnify, defend and hold harmless, the City of Coachella, California or any agency or instrumentality thereof, and/or any of its officers, employees, volunteers, attorneys and agents from any and all liability, demand, claim, action, or proceeding, brought by third parties against the City arising or alleged to arise, as a result of, or related to the issuance of the temporary certificate of occupancy.
- 2) The owner agrees to obtain a building permit from the City Building Division to change the building occupancy from a Restaurant use into an Adult Nightclub Business use.
- 3) The owner agrees to complete landscaping improvements as outlined below:
  - Replace at least six (6) 15-gallon trees in the rear parking lot finger island planters (one tree in each finger island adjacent to a parking stall) with Chilean Mesquite, Acacia aneura, Acacia stenophila or comparable tree species.
  - Replace a minimum of twelve (12) 15-gallon shade trees in the front parking lot planter areas with Chilean Mesquite, Acacia aneura, Acacia stenophila or comparable tree species.
  - Plant a minimum of three (3) new Mexican Fan Palms with a trunk height of 6 feet in the front planter areas in lieu of those removed near the porte-cochere.
  - Install a minimum of seventy five (75) new 5-gallon vertical shrubs and trailing shrubs along the perimeter slopes of the front planter areas along Dillon Road (these can include Leucophyllum frutescens, Hesperaloe parviflora, Caesalpinia purcherrima, Lantana montevidensis, Bougainvillea, or comparable plant species).
  - Replenish 1-inch of new Decomposed Granite "DG Fines" groundcover along the perimeter slopes of the front planter areas along Dillon Road.

If you concur with the above conditions of approval, please provide your signature below and maintain a copy of this agreement for your records. Please contact me at (760)398-3102 for any further questions.

Sincerely,

*Luis Lopez*  
Luis Lopez  
Development Services Director

Concur: *Bill Grivas*  
Bill Grivas, Owner

*Feb 1 2018*  
Date:

*Faded For Affirmative Action/Equal Opportunity Employer*  
*760 398-5421*  
*CHRISTOPHER COPY TO*



1515 SIXTH STREET • COACHELLA, CA 92236

Fax: (760) 398-8117

Administration .....	398-3502	Grants .....	398-3502
Animal Control .....	398-4978	Neighborhood Svs. ....	398-4978
Building .....	398-3002	Personnel .....	398-3502
City Clerk .....	398-3502	Planning .....	398-3102
City Council .....	398-3502	Public Works .....	398-5744
Code Enforcement .....	398-4978	Recreation .....	398-3502
Economic Develop. ....	398-3502	Riverside Sheriffs Office	863-8990
Engineering .....	398-5744	Sanitary .....	391-5008
Finance .....	398-3502	Senior Svs. ....	398-0104
Fire .....	398-8895	Utilities .....	398-2702

Item 22.

January 20, 2006


Robert H. Hannon  
Robert Foster  
46156 Dillon Road  
Coachella, CA 92236

Re: Sexually Oriented Business Permit for 7<sup>th</sup> Heaven Gentlemen's Club.

The City of Coachella has reviewed your request for Sexually Oriented Business Permit for 7<sup>th</sup> Heaven Gentlemen's Club located at 46156 Dillon Road, Coachella, California 92236. The Building on the premises for the proposed operation has not been inspected by the Fire department (see attached report). Certificate of Occupancy has been not been issued from the Building Department.

Your request for Sexually Oriented Business Permit is not being considered at this time due that the building does not meet the minimum requirements for the proposed use, please resubmit the application requesting Sexually Oriented Business Permit for the subject site when the building is finalized by the responsible agencies and the Certificate of Occupancy has been issue by the Building Department.

Sincerely,

  
Jerry Santillan  
City Manager

Cc: Department Heads

BUILDING DEPARTMENT APPROVAL (staff use only)

I have personally inspected the subject property of the business and have made the following determinations:

1. The building complies with the City's interior visibility requirements for sexually oriented businesses  YES  NO  
(if no, explain improvements which must be made to bring the building into compliance \_\_\_\_\_)

2. The building complies with the City's lighting requirements for sexually oriented businesses  YES  NO  
(if no, explain improvements which must be made to bring the building into compliance \_\_\_\_\_)

Approved By: Lizzandro Diaz / Snr. Building Inspector Date: 1-19-06  
Name/Title

DETERMINATION OF APPLICATION (staff use only)

Action Taken:  APPROVED  DENIED

Conditions of Approval: MUST COMPLETE FIRE SUPPRESSION SYSTEM AND HAVE APPROVED BY RIVERSIDE COUNTY FIRE DEPARTMENT.

Grounds for Denial: MUST HAVE FIRE SUPPRESSION SYSTEM INSPECTED AND APPROVED PRIOR TO OCCUPYING BUILDING.

Approved By: [Signature] / Snr Building Inspector Date: 1-19-06  
Name/Title

**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**

Inspection Request Require 24 Hour Notice  
(760) 388-3002



PERMIT NO.: **BL-2005-03-00013**  
USE ZONE: **General Commercial**

Item 22.

OCCUPANCY: rest      CONSTR TYPE: v-n      SQ FT: 8,120.00

Project Address:	46156 DILLON RD COACHELLA CA 92236	Project Valuation: \$ 719,307.20 PARCEL #: 603102024 LOT #: 2 TRACT #: 0.00
Applicant's Name:	DALKE & SONS CONSTRUCTION, INC	Phone:
Owner's Name:	CLOUDY MOON INC	Fax:
Owner's Address:	7319 RIO FLORA PL DOWNEY CA 90241	Contractor's Name:
Contractor's Name:	DALKE & SONS CONSTRUCTION, INC	Phone: (951) 236-2995
Contractor's Address:	4585 ALLSTATE DR RIVERSIDE CA 92501	Fax: (951) 274-0319
Contact Person:	BOB JACOBSON	Business Lic: ON FILE
Project Name:	MASTER BUILDING PERMIT	State Licence: 612500
Permit Type:	CONSTRUCT COMMERCIAL BUILDING "GENTLEMEN'S CLUB" 8,120 SQ.FT.	Contact Phone: (951) 236-2995
Description of Work:		
Condition:		

**FEE(S):**

BUILDING PERMIT FEES	\$4,278.75	Plan Check Fees	\$2,781.19
1% Construction Tax	\$7,193.07	Strong Motion Instrumentation	\$151.06
WATER CONNECTION FEE	\$2,436.00	Water Front Footage Fee	\$4,810.10
Sewer Connection Fee	\$55,002.00	Sewer Front Footage Fee	\$4,810.10
ELECTRICAL PERMIT FEE	\$23.50	ELECTRICAL SERVICE AMP	\$124.30
ELECTRICAL FIXTURES	\$143.91	ELECTRIC OUTLETS & SWITCHES	\$71.64
General Plan Development Fee	\$406.00	Bus Shelter & Safety Zone Fee	\$406.00
Traffic Signal Fees	\$1,948.80	Bridge & Grade Separation Fee	\$3,426.64
MECHANICAL PERMIT FEE	\$23.50	MECHANICAL HEATING UNITS	\$109.20
MECHANICAL A/C & BOILERS	\$162.90	MECHANICAL EVAPORATIVE COOLER	\$10.65
MECHANICAL VENT FAN	\$53.25	MECHANICAL VENT HOOD	\$10.65
Fire Dept. Developers Fee	\$140.00	Certificate of Occupancy Fee	\$450.00
TUMF Fees	\$22,694.74	PLUMBING RAIN WATER SYSTEMS	\$78.40
PLUMBING GAS PIPING	\$6.15	PLUMBING INDUST WATER INTERC	\$19.90
PLUMBING PERMIT FEE	\$23.50	PLUMBING FIXTURES	\$450.80
PLUMBING SEWER CONNECTIONS	\$24.65	PLUMBING WATER SYSTEMS	\$4.75
PLUMBING WATER HEATERS	\$24.60		

**Total Fees: \$112,300.70**

**CERTIFICATION APPEARING ON APPLICATIONS**

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

*Bob Jacobson*  
(Applicant Signature)

*M. D. [Signature]*  
Building



**CITY OF COACHELLA  
INSPECTION LIST  
COMMUNITY & DEVELOPMENT SERVICES**



PERMIT NO.: **BL-2006-03-00013**  
 USE ZONE: **General Commercial**  
 OCCUPANCY: **CONSTR** TYPE: **SQ FT:**  
 rest v-n 8120

Inspection Request Require 24 Hour Notice  
(760) 398-3002

Project Address: 46156 DILLON RD Project Valuation: \$ 719,307.20  
 COACHELLA CA 92236 PARCEL #: 603102024  
 LOT #: 2  
 Applicant's Name: DALKE & SONS CONSTRUCTION, INC TRACT #: 0.00  
 Owner's Name: CLOUDY MOON INC  
 Owner's Address: 7319 RIO FLORA PL Phone:  
 DOWNEY CA 90241 Fax:  
 Contractor's Name: DALKE & SONS CONSTRUCTION, INC Phone: (951) 236-2995  
 Contractor's Address: 4585 ALLSTATE DR Fax: (951) 274-0319  
 RIVERSIDE CA 92501 Business Lic: ON FILE  
 State Licence: 612500  
 Contact Person: BOB JACOBSON Contact Phone: (951) 236-2995

Project Name: MASTER BUILDING PERMIT  
 Permit Type:  
 Description of Work: CONSTRUCT COMMERCIAL BUILDING "GENTLEMEN'S CLUB" 8,120 SQ.FT.  
 Condition:

BUILDING	Date	INSPECTOR	MECHANICAL	Date	INSPECTOR	ELECTRICAL	Date	INSPECTOR
Toilet Facility			FAU, AC, W/H			Temp. Power	1/19/05	[Signature]
Construction Trailer			Comb, Air & Venting			Under Slab Work	1/22-11	[Signature]
BUILDING			Circ. Air ducts, Etc.			Rough Conduit		
Fdn: Locatn, Forms	5-24-05	[Signature]	Location Clearance	8/2/05	[Signature]	Rough Wiring	8/2/05	[Signature]
Set Back, Grade			Access			Grounding		
Reinforcement			Duct Insulation			Service		
Uler Ground			Fireplace Installation			Electric Release	10-20-05	[Signature]
Slab: Grade, Rein.								
Bond Beam & Grout								
POUR NO CONCRETE UNTIL SIGNED ABOVE			U. L. PLUMB	5/21/05	[Signature]	FINAL APPROVALS		
Roof Deck/Trusses	7-14-05	[Signature]	PLUMBING			Plumbing Fixtures		
Pre-Wrap	8/20/05	[Signature]	Under Slab Work	6-2-05	[Signature]	Mechanical		
Frame: Fire stops			Rough Plumbing	8/2/05	[Signature]	Gas Piping		
Shear Bracing, Bolts	8/2/05	[Signature]	Rough Gas Piping			Electrical, Smoke Det.		
Hold Downs			Wet Test	10-20-05	[Signature]	Disabled Access		
Insulation	8-11-05	[Signature]	Bldg. Sewer	10/24/05	[Signature]	ENERGY		
Lath: Int			Septic Sys, Drain Field			Insulation Cert. (Res.)		
Dry Wall	8-17-05	[Signature]	Gas Line Test	12/2/05	[Signature]	Installation Cert. (Res.)		
Lath: Ext.			Grease Trap	12/2/05	[Signature]	Glazing		
			Gas Release	12/2/05	[Signature]			

OCCUP. APPROVALS					
Planning Division	Engineering Division	Fire Prevention	Water Division	Sanitation Division	Building Division
Date:	Date: 1-26-06	Date: 1-25-06	Date: 1-26-06	Date: 1-23-06	Date: 1-26-06
By:	By: [Signature]	By: [Signature]	By: [Signature]	By: [Signature]	By: [Signature]

LATH NORTH SIDE OK 12-15-05 [Signature]

1ST BOND BEAM Remaining wall OK TO PROST 6-2-05 QUS

OK TO BACKFILL GREASE TRAP TO TOP OF VAULT 9/2/05  
OK TO DRYWALL ONE SIDE 9/15/05  
OK TO DRYWALL AD 9/15/05 JL

DRYWALL WALL MAIN ROOM OK 9-15-05 QUS

LATH OK SWITCH BEAM WALL 9-15-05 QUS

SHUTT FOR KITCHEN HOOD 1 1/2 HR FIRE RATED OK 9-30-05 QUS

BAR OK 10-20-05 QUS

### Engineering:

- ① street Lights Laminarive to be installed  
straight
- ② street Lights to be energized
- ③ Provide base cover for st. Lights

TEMPORARY

# CERTIFICATE OF OCCUPANCY



## Division of Building Inspection

*This certificate issued pursuant to the requirements of Section 307 of the Uniform Building Code certifying taht at the time of issuance this structure was n compliance with the various ordinances of the city regulating building construction or use. For the following:*

Use Classification: SEVENTH HEAVEN CLUB Bldg. Permit No.: BL-2005-03-00013

Occupancy Type: RESTAURANTS Construction Type: TYPE V-N Use Zone: GENERAL COMMERCIA

Owner of Building: CLOUDY MOON INC Address: 7319 RIO FLORA PL DOWNEY, CA 90241

Building Address: 46156 DILLON RD COACHELLA, CA 92236

  
\_\_\_\_\_  
Building Official

By: ELOON K. LEE

Date: 1/27/2006

**POST IN A CONSPICUOUS PLACE**

# CERTIFICATE OF OCCUPANCY



## Division of Building Inspection

*This certificate issued pursuant to the requirements of Section 307 of the Uniform Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the city regulating building construction or use. For the following:*

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Occupancy Type: RESTAURANTS Construction Type: TYPE V-N Use Zone: GENERAL COMMERCIA

Owner of Building: CLOUDY MOON INC Address: 7319 RIO FLORA PL DOWNEY, CA 90241

Building Address: 46156 DILLON RD COACHELLA, CA 92236

  
\_\_\_\_\_  
Building Official

By: LIZZANDRO DIAZ, C.B.O.

Date: 6/22/2007

**POST IN A CONSPICUOUS PLACE**

**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**

Inspection Request Require 24 Hour Notice  
(760) 398-3002



DATE: 10/05/2005  
PERMIT NO: BL-2005-10-01310  
USE ZONE:  
OCCUPANCY: CONSTR TYPE: SQ FT:

Item 22.

Project Address:	46156 DILLON RD COACHELLA CA 92236	Project Valuation: \$ 14,200.00 PARCEL #: 603102024 LOT #: 2 TRACT #: 0.00
Applicant's Name:	CHAD ADDINGTON	Phone:
Owner's Name:	CLOUDY MOON INC	Fax:
Owner's Address:	7319 RIO FLORA PL DOWNEY CA 90241	Phone: (760) 776-9907
Contractor's Name:	SIGN*A*RAMA	Fax:
Contractor's Address:	41905 BOARDWALK STE U PALM DESERT CA 92261	Business Lic:
Contact Person:	CHAD ADDINGTON	State Licence: 830131
Project Name:		Contact Phone: (760) 776-9907
Permit Type:	SIGN PERMIT	
Description of Work:	"SEVENTH HEAVEN" (GENTLEMENS CLUB) SIGN 118SQ. INTERNALLY ILLUMINATED CHANNEL LETTERS, ACRYLIC FACED LIGHT CABINET & EXPOSED NEON ACCENT TRIM	
Condition:		

**FEE(S):**

SIGN - VALUATION FEE	\$251.25	ELECTRICAL PERMIT FEE	\$23.50	SIGN OUTLETS & SWITCHES	\$2.20
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**TOTAL FEES: \$ 276.95**

**CERTIFICATION APPEARING ON APPLICATIONS**

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*[Handwritten Signature]*  
(Applicant Signature)

*[Handwritten Signature]*  
Building  
Planning

**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**



DATE: 12/14/2005  
 PERMIT NO: PL-2005-12-00021  
 USE ZONE:  
 OCCUPANCY: CONSTR TYPE: SQ FT:

Item 22.

Inspection Request Require 24 Hour Notice  
 (760) 398-3002

Project Address:	46156 DILLON RD COACHELLA CA 92236	Project Valuation: \$ 55,000.00 PARCEL #: 603102024 LOT #: 2 TRACT #: 0.00
Applicant's Name:	KEVIN SINGLETON	Phone:
Owner's Name:	CLOUDY MOON INC	Fax:
Owner's Address:	7319 RIO FLORA PL DOWNEY CA 90241	Phone: (909) 483-2494
Contractor's Name:	CASA VERDE LANDSCAPE	Fax: (909) 483-2694
Contractor's Address:	7090 ARCHIBALD AVE SUITE A ALTA LOMA CA 91701	Business Lic: 675508
Contact Person:	KEVIN SINGLETON	State Licence:
Project Name:		Contact Phone: (909) 483-2494
Permit Type:	PLUMBING PERMIT	
Description of Work:	LANDSCAPE IRRIGATION	
Condition:		

<b>FEE(S):</b>				
Plan Check Fees	\$441.19	PLUMBING PERMIT FEE	\$23.50	PLUMBING BACKFLOW DEVIC
				\$12.30

**TOTAL FEES: \$ 476.99**

**CERTIFICATION APPEARING ON APPLICATIONS**  
 I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

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(Applicant Signature)

*[Signature]*  
 Building  
*[Signature]*  
 Planning.



OFFICE OF THE  
AGRICULTURAL COMMISSIONER

P.O. BOX 1089  
RIVERSIDE CA 92502-1089  
PHONE (951) 955-3000  
FAX (951) 955-3012

WEIGHTS & MEASURES OFFICE  
P.O. BOX 1480  
RIVERSIDE CA 92502-1480  
PHONE (951) 955-3030  
FAX (951) 276-4728

JOHN SNYDER  
Agricultural Commissioner  
Sealer of Weights & Measures

82-675 Highway 111, Rm. 14  
Indio, CA 92201  
(760) 863-8291

DATE 11-22-2005 CASE NO. PCRS 112205B

DEVELOPER'S NAME: Robert M. Foster

ADDRESS: 7319 Rio Flora Place

Downey, Ca 90241

TELEPHONE: 562-904-9377

Location - Seventh Heaven Gentlemens Club  
Dillon Road & Vista Del Sur  
Coachella, California

Dear Developer:

After reviewing your landscaping plants, all plant material listed is not in violation of quarantine laws governing the Coachella Valley. If substitutions do occur and they differ from plant material listed, this office must be notified immediately.

Thank you for protecting and preserving the Coachella Valley's pest-free environment.

Richard W. Shaffer  
Agricultural Commissioner's Office

cc: Indio and Riverside

Inspection Request

Item 22.

Inspector: TR Day: Wed Date: 1-25-06 Time: 2:30-3:00

Project Name: Seventh Heaven Case #: COA-04-BP-015

Project Address: SUITE

Project City: 46-156 Dillon Rd. Cross Street: \_\_\_\_\_

Company Name: CO Achella Rep. Name: Monte

Phone #: Com from Cell #: 776-8811 Pager #: \_\_\_\_\_

Start Time: 1400 Finish Time: 1500

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

<u>Sprinkler System</u>	<u>Pass</u>	<u>Fail</u>	<u>Fire Alarm Systems</u>	<u>Pass</u>	<u>Fail</u>
<input type="checkbox"/> Underground Thrust Block:			<input type="checkbox"/> Fire alarm wiring inspection:		
<input type="checkbox"/> Underground Rough:			<input type="checkbox"/> Fire alarm function test:		
<input type="checkbox"/> Underground Hydro:			<input type="checkbox"/> Fire alarm battery test:		
<input type="checkbox"/> Underground Flush:			<input checked="" type="checkbox"/> Fire alarm final:		
<input type="checkbox"/> Overhead Rough:			<input type="checkbox"/> Sprinkler monitoring:		X
<input type="checkbox"/> Overhead Hydro:			<u>Fuel Storage Tanks</u>		
<input checked="" type="checkbox"/> Overhead Final:	X		<input type="checkbox"/> Underground tank(s):		
<input type="checkbox"/> High pile storage:			<input type="checkbox"/> Aboveground tank(s):		
<input type="checkbox"/> In-rack sprinklers			<input type="checkbox"/> Fuel dispensers only:		
<input type="checkbox"/> Hose racks:			<u>Building Inspections</u>		
<u>Hydrant System</u>			<input type="checkbox"/> T/I final:		
<input type="checkbox"/> Underground Thrust Block:			<input type="checkbox"/> Shell final:		
<input type="checkbox"/> Underground Rough:			<input checked="" type="checkbox"/> Final for occupancy:		X
<input type="checkbox"/> Underground Hydro:			<u>Misc. Inspections</u>		
<input type="checkbox"/> Underground Flush:			<input type="checkbox"/> Spray booths:		
<u>Knox System</u>			<input checked="" type="checkbox"/> Hood/duct extinguishing:		X
<input type="checkbox"/> Building Knox Box			<input type="checkbox"/> High pile/rack storage:		
<input type="checkbox"/> Gate Access Knox Box			<input type="checkbox"/> Other:		

Comments:

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**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**



DATE: **11/20/2006**  
 PERMIT NO: **BL-2006-11-04714**  
 USE ZONE:  
 OCCUPANCY: CONSTR TYPE: SQ FT:

Item 22.

Inspection Request Require 24 Hour Notice  
 (760) 398-3002

Project Address:	46156 DILLON RD COACHELLA CA 92236	Project Valuation: \$ 7,665.00 PARCEL #: 603102024 LOT #: 2 TRACT #: 0.00
Applicant's Name:	BEST SIGNS, INC.	Phone:
Owner's Name:	CLOUDY MOON INC	Fax:
Owner's Address:	7319 RIO FLORA PL DOWNEY CA 90241	Phone: (760) 200-4979
Contractor's Name:	BEST SIGNS	Fax:
Contractor's Address:	78078 COUNTRY CLUB DR PALM DESERT CA 92211	Business Lic:
Contact Person:		State Licence:
Project Name:		Contact Phone: (760) 200-4979
Permit Type:	SIGN PERMIT	
Description of Work:	FABRICATED AND INSTALL MONUMENT SIGN "GENTLEMEN'S CLUB" 15.3 SQ.FT.	
Condition:		

<b>FEE(S):</b>				
SIGN - VALUATION FEE	\$153.25	ELECTRICAL PERMIT FEE	\$23.50	SIGN OUTLETS & SWITCHES \$1.10

**TOTAL FEES: \$ 177.85**

**CERTIFICATION APPEARING ON APPLICATIONS**  
 I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

*Walter Douglas Herbst*  
 (Applicant Signature)

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*[Signature]*  
 Building

*[Signature]*  
 Planning

BUILDING PERMIT NO. \_\_\_\_\_

CITY OF COACHELLA, CA

1515 SIXTH STREET

COACHELLA, CALIFORNIA 92316

TELEPHONE (619) 392-3002

Applicant Best Signs Inc.  
 Mailing Address 1550 Gene Autry Trail  
Palm Springs, Ca 92264  
 Building Address Same  
 Owner Robert Foster  
 Mailing Address 46-156 Dillion Road  
 City Coachella Zip 92232 Tel 562 760-6770  
 Contractor Best Signs Inc.  
 Mailing Address 1550 Gene Autry Trail  
 City Palm Springs Zip 92264 Tel 760-320-3042  
 State Lic. & Classif. C45 City Coachella Lic. # 524483  
 Arch. Eng. Designer Same as above  
 Address " Tel "  
 City " Zip " State " Lic # "

sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale. Item 22.

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law.).

I am exempt under Sec. \_\_\_\_\_, B.&P.C. for this reason \_\_\_\_\_

Date \_\_\_\_\_ Owner \_\_\_\_\_  
**WORKER'S COMPENSATION DECLARATION**  
 I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Policy Number \_\_\_\_\_  
 Carrier \_\_\_\_\_

(This section need not be completed if the permit is for one hundred dollars (\$100) or less).

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: 11/13/06 Applicant: [Signature]

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000) IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

**LICENSED CONTRACTORS DECLARATION**  
 I hereby affirm under penalty of perjury that I am licensed under provision of chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class C45 Lic. # 524483  
 Date 11/13/06 Contractor [Signature]

**OWNER-BUILDER DECLARATION**  
 I hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employees).

**CONSTRUCTION LENDING AGENCY**  
 I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C.).

Lender's Name \_\_\_\_\_  
 Address \_\_\_\_\_

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Signature of Applicant: [Signature] Date: 11/13/06

OFFICE COPY

CITY APPROVAL

<b>APPROVED</b>		
DEPT.	INITIALS	DATE
BUILDING	<i>[Signature]</i>	<i>11/16/06</i>
PLANNING	<i>[Signature]</i>	<i>11/16/06</i>
ENGINEERING	_____	_____

CITY OF COACHELLA  
BUILDING DIVISION

APPROVED BY *[Signature]* DATE *11/16/06*

Approval of these plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the state or local laws. One set of approved plans must be kept on the job until completion.

Client: **Item 22.**  
**Seventh Heaven**  
GENTLEMAN'S CLUB

Project: **MONUMENT SIGN**

Account Representative: **DOUG LENCKI**

Designer: **ART RUIZ**

Date: **AUG 08, 2006**

Scale: **AS SHOWN**

File name: **S/Seventh Heaven/Monument Sign**

Revisions: **AUG 19, 2006 JRC**

Client Approval:

**BESTSIGNS**  
INCORPORATED

1550 G. Gene Autry Trail  
Palm Springs, CA 91264  
(760) 320-3842  
FAX 760-320-2090

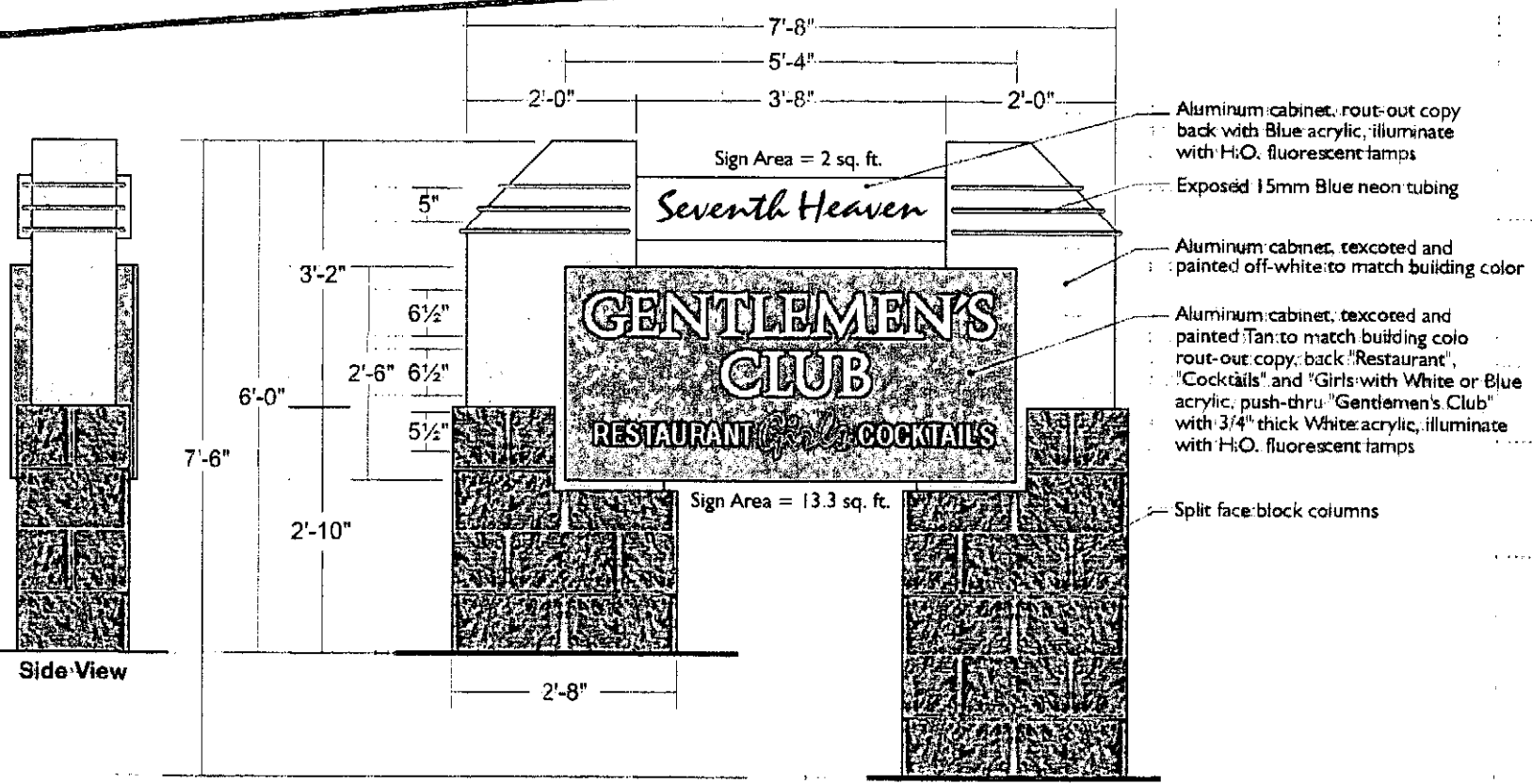
78078 Country Club Dr. suite 106  
Barruda Dunes, Co. 92201  
(760) 345-9115

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



COLORS REPRESENTED IN THIS DRAWING ARE FOR PRESENTATION PURPOSES ONLY. THEY WILL NOT MATCH YOUR FINISHED PRODUCT PERFECTLY. COLOR CHOICES ARE FOR A MATCH AS CLOSE AS POSSIBLE.

ALL BESTSIGNS, DESIGN, AND INSTALLATION PLANS, DRAWINGS OR SPECIFICATIONS BY THIS DRAWING ARE THE PROPERTY OF BESTSIGNS, INC. AND WILL BE CREATED, DEVELOPED AND PROVIDED FOR USE, ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BESTSIGNS, INC.



Manufacture & Install One (1) D/F Internally Illuminated Monument Sign Scale: 1/2" = 1'-0"

TOTAL SIGN SQUARE FOOTAGE 13.3 + 2.0 = 15.3 Sq. Ft.

Client:

*Seventh Heaven*  
GENTLEMAN'S CLUB

Project:

MONUMENT SIGN

Account Representative:

DOUG LENCKI

Designer:

ART RUIZ

Date:

AUG 08, 2006

Scale:

AS SHOWN

File name:

S/Seventh Heaven/  
Monument Sign

Revision:

AUG 19, 2006 JRC

Client Approval:

**BESTSIGNS**  
INCORPORATED

15511 S. Gene Autry Trail  
Palm Springs, CA 92264  
(760) 320-3842  
FAX 760-320-2090

7807 B Country Club Dr. suite 106  
Bermuda Dunes, Ca 92201  
(760) 345-9115

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

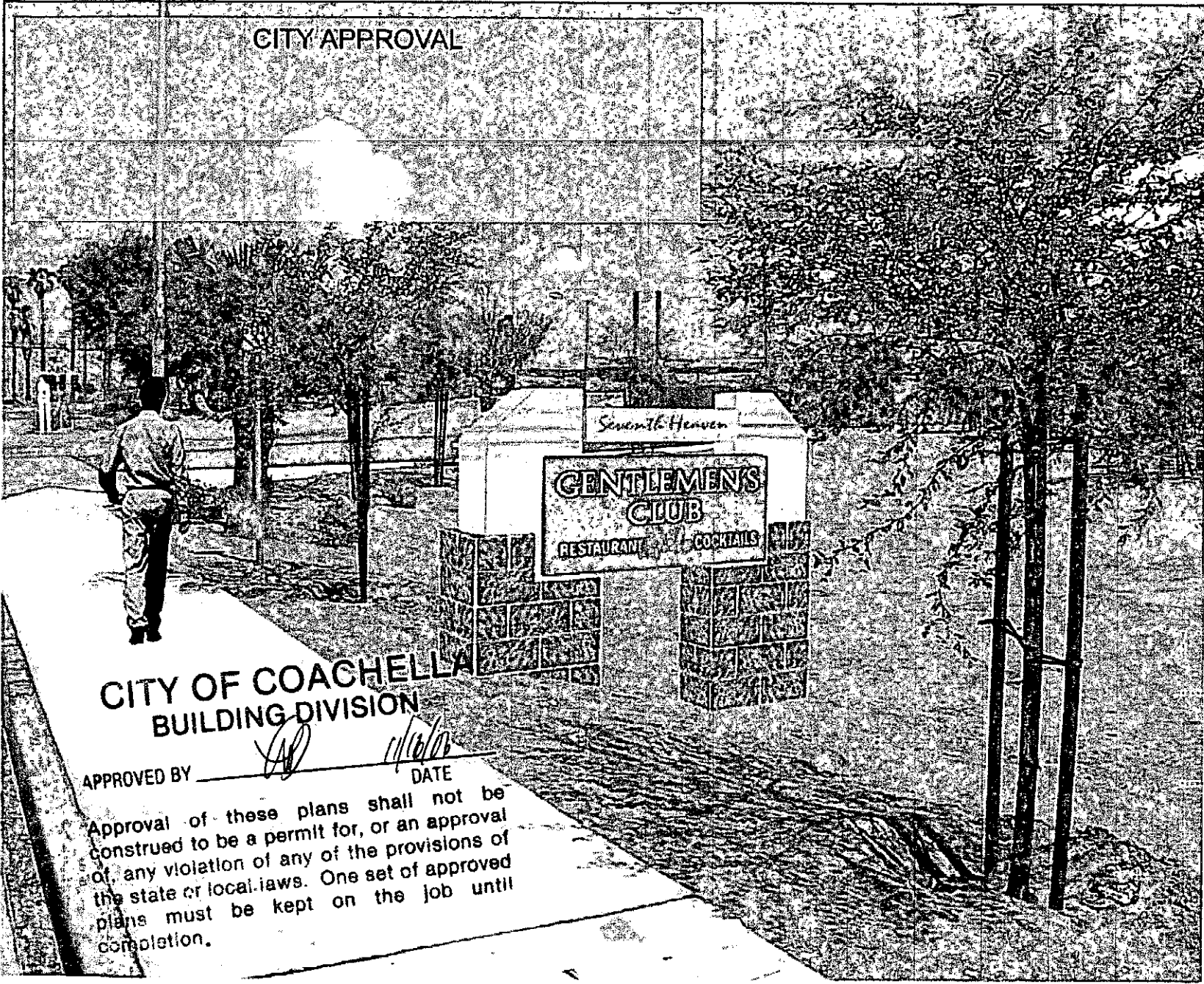


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Drawing

2



CITY APPROVAL

CITY OF COACHELLA  
BUILDING DIVISION

APPROVED BY

*[Signature]* *[Signature]*

DATE

Approval of these plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the state or local laws. One set of approved plans must be kept on the job until completion.

Sign Location ~ Not to Scale

CITY OF COACHELLA  
BUILDING DIVISION

CITY APPROVAL

APPROVED BY *[Signature]*  
DATE

Approval of these plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the state or local laws. One set of approved plans must be kept on the job until completion.

Client: **Item 22.**

*Seventh Heaven*  
GENTLEMAN'S CLUB

Project: **MONUMENT SIGN**

Account Representative: **DOUG LENCKI**

Designer: **ART RUIZ**

Date: **AUG 08, 2006**

Scale: **AS SHOWN**

File name: **S/Seventh Heaven/ Monument Sign**

Revisions: **AUG 19, 2006 JRC**

Client Approval:



1550 S. Gene Autry Trail  
Palm Springs, CA 92264  
(760) 320-3042  
FAX 760-320-2090

7807 E Country Club Dr, suite 106  
Bermuda Dunes, Ca 92201  
(760) 345-9115

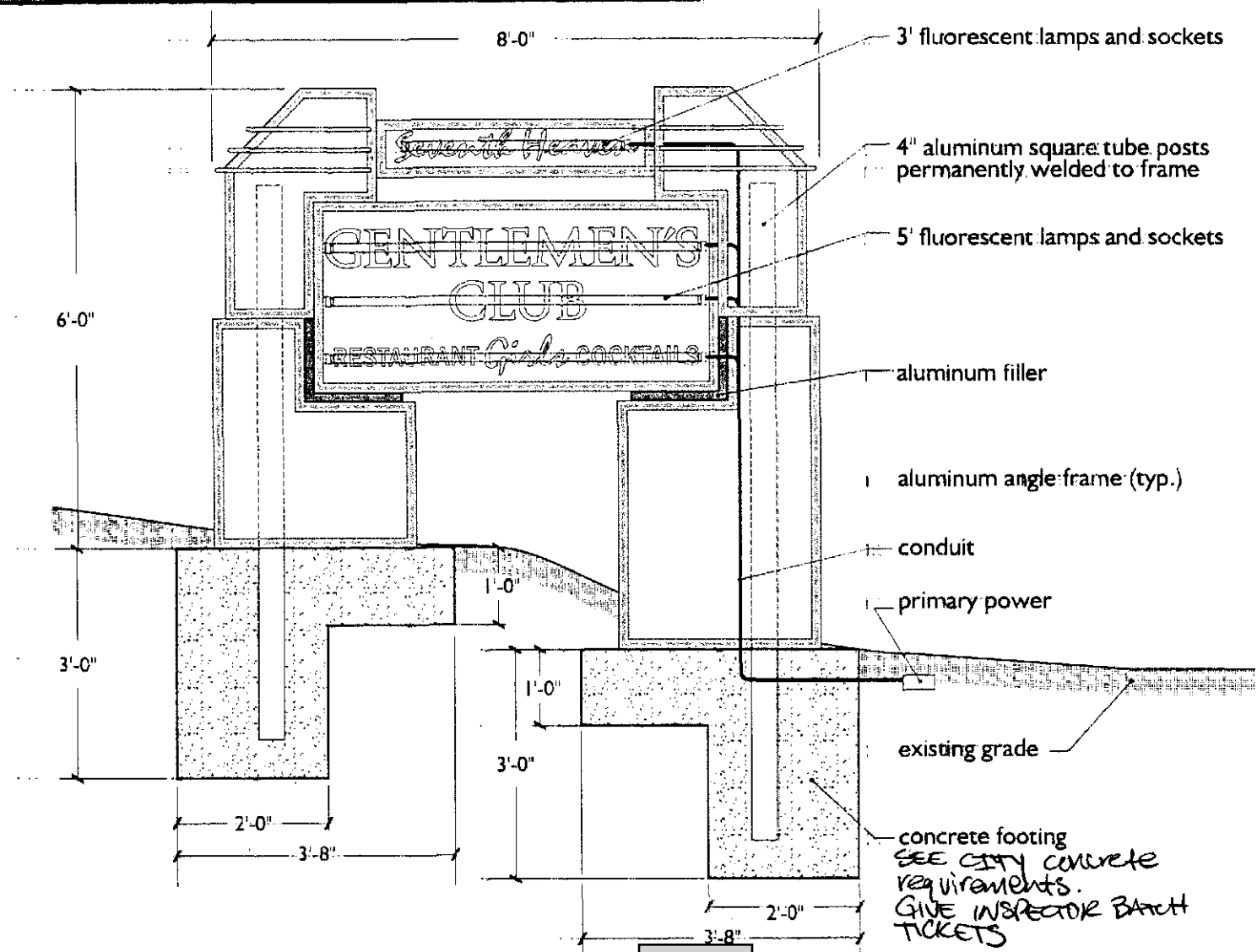
[www.bestsignsinc.com](http://www.bestsignsinc.com)



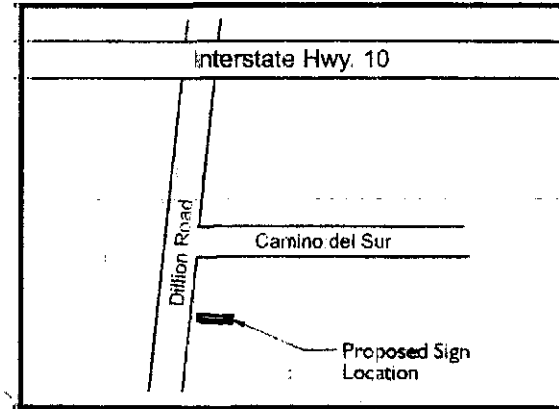
ALL RIGHTS RESERVED IN THIS DRAWING ARE FOR REPRESENTATION PURPOSES ONLY. TO GET FULL SIZE MATCH YOUR FINISHED PRODUCT PERFECTLY, COLOR CALIBRATIONS AND FOLLOW WATER AS CLOSE AS POSSIBLE.

ALL RIGHTS RESERVED IN THIS DRAWING ARE FOR REPRESENTATION PURPOSES ONLY. TO GET FULL SIZE MATCH YOUR FINISHED PRODUCT PERFECTLY, COLOR CALIBRATIONS AND FOLLOW WATER AS CLOSE AS POSSIBLE.

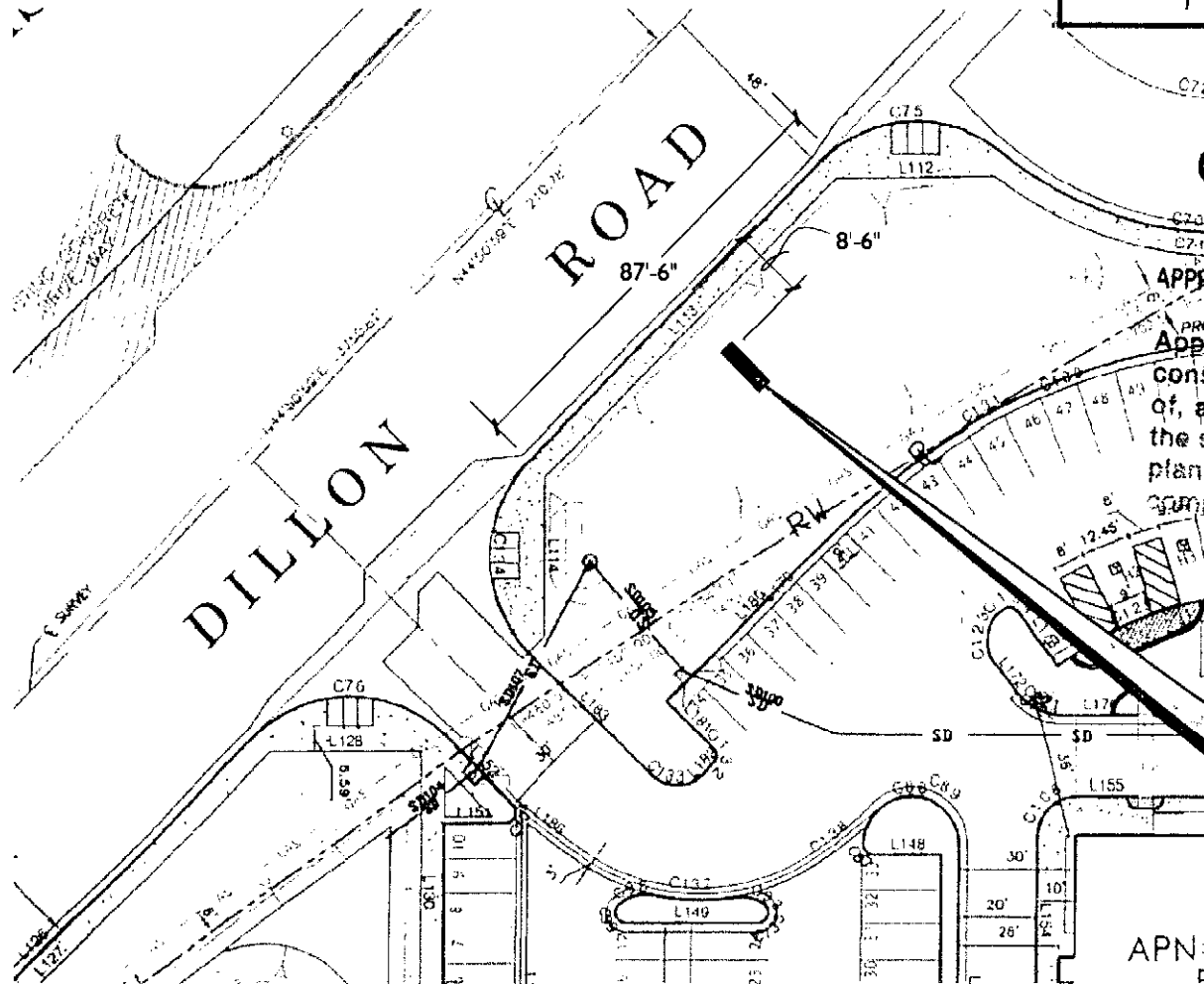
Drawing **3**



CITY APPROVAL



LOCATION MAP NOT TO SCALE

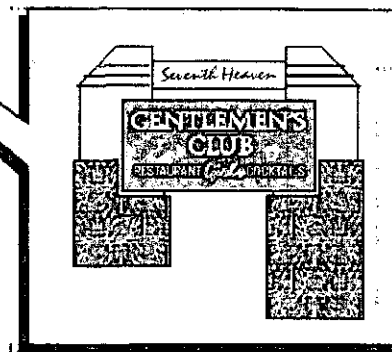


SITE PLAN ~ NOT TO SCALE

CITY OF COACHELLA BUILDING DIVISION

APPROVED BY *[Signature]* DATE *[Signature]*

Approval of these plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the state or local laws. One set of approved plans must be kept on the job until completion.



PROPOSED SIGN LOCATION

Item 22.

Seventh Heaven GENTLEMEN'S CLUB

Project: MONUMENT SIGN

Account Representative: DOUG LENCKI

Designer: ART RUIZ

Date: SEPT 13, 2006

Scale: AS SHOWN

File name: S/Seventh Heaven/ Monument Sign

Revisions:

Client Approval:

**BESTSIGNS** INCORPORATED  
 1550 G. Gene Autry Trail  
 Coachella, CA 92264  
 Phone: 760-304-3042  
 FAX: 760-320-2090  
 78075 Country Club Dr. suite 106  
 Indio, Duces, Ca 92201  
 (760) 345-9115  
[www.bestsignsinc.com](http://www.bestsignsinc.com)



COLT'S REPRESENTED IN THIS DRAWING ARE FOR PRESENTATION PURPOSES ONLY. THEY WILL NOT MATCH YOUR FINISHED PRODUCT. PERSPECTIVE COLOR CALLOUTS ARE FOR A MATCH AS CLOSE AS POSSIBLE.

ALL SIGN DESIGN, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED AND PROTECTED BY BEST SIGNS, INC. AND WERE CREATED, EMPLOYED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE HEREIN PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DEVELOPED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BEST SIGNS, INC.

Drawing

4

**Describe Application Approvals Requested:**

**APPLICANT:**

The applicant must be the owner of the land, the lessee having a leasehold interest of five (5) or more years, or the agent of the foregoing duly authorized in writing, a copy of which is attached.

Applicant Name, Address, Telephone & FAX, E-mail address & website:

Signature *Robert Foster* Date 9-6-06

Printed Name Robert Foster

Title, Company and/or Corporation Name, if any Mrs Claudy Mann

Capacity to sign application Property Owner  
(Property owner or record, lessee, agent, development, corporate principal, representative)

**PROPERTY OWNERS OF RECORD:**

Signature of all owners of record is required or letter(s) from all owners of record authorizing filing of specific applications by a specific individual on a specific property. Attach additional sheets if necessary.

All signers represent that they have full legal capacity to, and hereby do, authorize the filing of this application. Leaseholds must be for at least five (5) years or the owner shall be required to sign this application.

Property Owner Name, Address, Telephone & FAX, E-mail address & website:

Signature *R Foster* Date 9-6-06

Printed Name Robert Foster

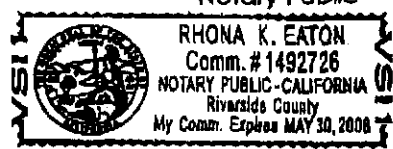
Title, Company and/or Corporation Name, if any Mrs Claudy Mann

**NOTARY PUBLIC:**

Subscribed and sworn before me this 6<sup>th</sup> day of September 2006

May 30, 2008  
My Commission Expires

ss: *Rhona K. Eaton*  
Notary Public



2

**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**

Inspection Request Require 24 Hour Notice  
(760) 398-3002



DATE: **04/26/2010**  
PERMIT NO: **BL-2010-04-07984**

Item 22.

USE ZONE:  
OCCUPANCY: CONSTR TYPE: SQ FT:

Project Address: 46156 DILLON RD  
COACHELLA CA 92236

Project Valuation: \$ 1.00  
PARCEL #: 603102024  
LOT #: 2

Applicant's Name: HENRY PIECURA  
Owner's Name: HENRY PIECURA  
Owner's Address: 46156 DILLON RD  
COACHELLA CA 92236

TRACT #: 0.00  
Phone: (760) 398-6666  
Fax:

Contractor's Name:  
Contractor's Address:

Phone:  
Fax:

Contact Person:

Business Lic:  
State Licence:  
Contact Phone:

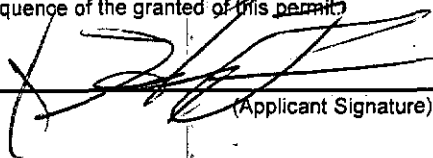
Project Name:  
Permit Type: SIGN PERMIT  
Description of Work: TEMPORARY BANNER SIGN 3' X 10' (30 SQ.) (TO BE REMOVED BY MAY 16, 2010)  
Condition:

**FEE(S):**  
SIGN FEE \$20.00

**TOTAL FEES: \$ 20.00**

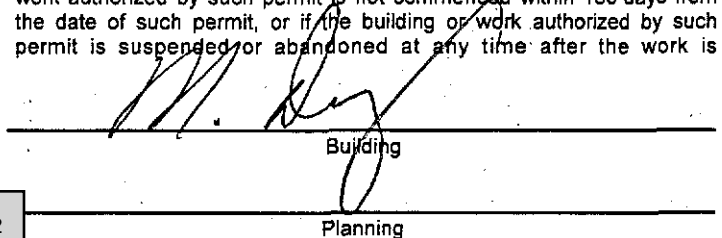
**CERTIFICATION APPEARING ON APPLICATIONS**

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

  
(Applicant Signature)

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

  
Building  
Planning



BUILDING PERMIT NO. \_\_\_\_\_

CITY OF COACHELLA, CA  
1515 SIXTH STREET  
COACHELLA, CA. 92236 (760) 398-3002

Building Address: 46156 Dillon Rd

Applicant: Ernie Prince King George

Mailing Address: 46156 Dillon Rd

City: Coachella Zip: 92236 Tel: (760) 398-4466

Owner: \_\_\_\_\_

Mailing Address: 46156 Dillon Rd

City: Coachella Zip: 92236 Tel: \_\_\_\_\_

Contractor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: \_\_\_\_\_

State Lic. & Class: \_\_\_\_\_ City License #: \_\_\_\_\_

**LICENSED CONTRACTOR'S DECLARATION**

I hereby affirm under penalty of perjury that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: \_\_\_\_\_ License #: \_\_\_\_\_

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

**OWNER-BUILDER DECLARATION**

I, hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 703.1.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and professions Code) or that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own

employees provided that such improvements are not intended or offered for sale. If, however, the building or imp Item 22. is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

I am exempt under Sec. \_\_\_\_\_ B & P C for this reason \_\_\_\_\_

Date: 4-26-10 Owner: [Signature]

**WORKER'S COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: \_\_\_\_\_ Policy # \_\_\_\_\_

(This section need not be completed if the permit is for one hundred dollars (\$100) or less).

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

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

**WARNING:** Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, Interest, and Attorney's fees.

**CONSTRUCTION LENDING AGENCY**

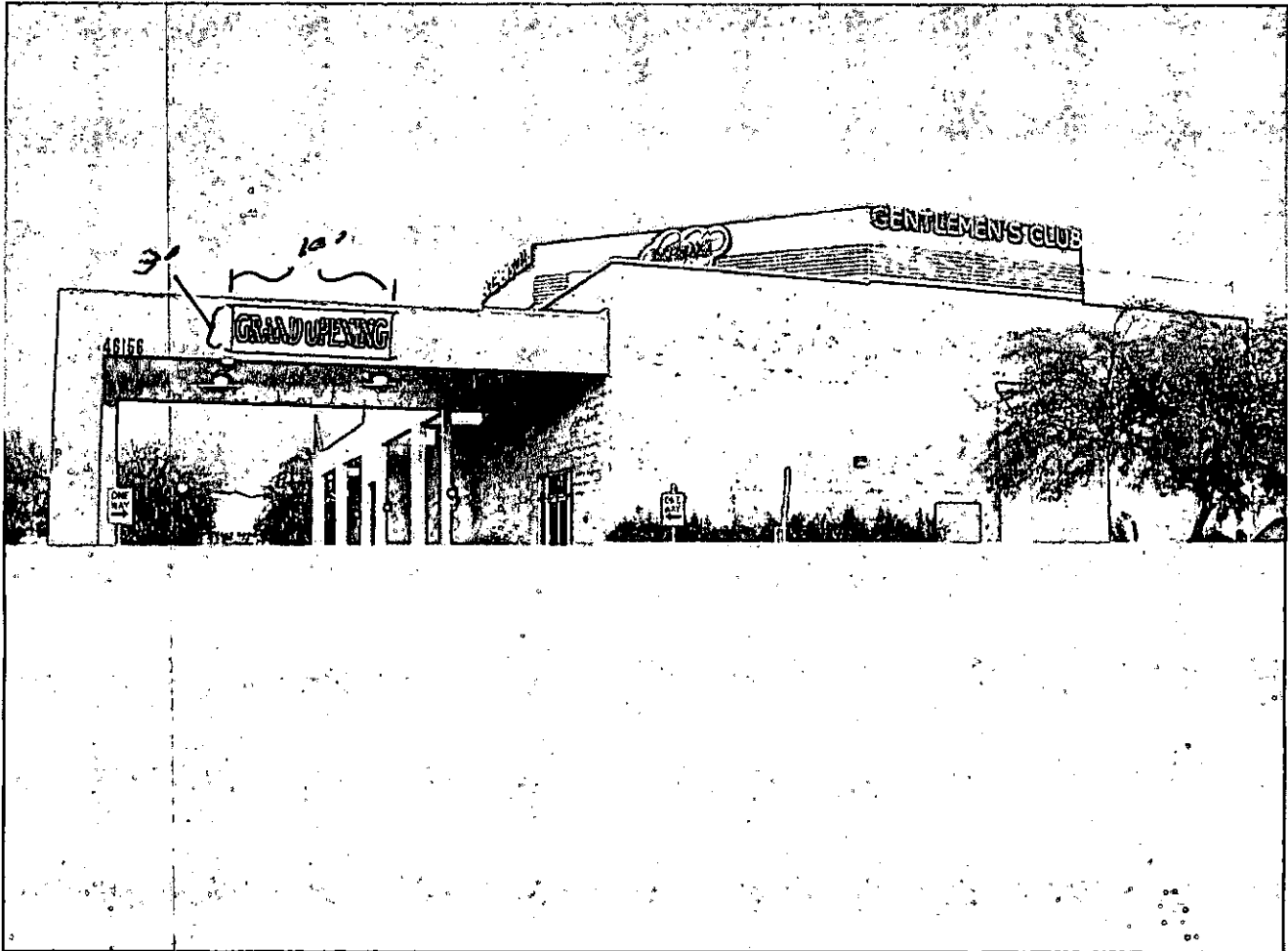
I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name \_\_\_\_\_

Address: \_\_\_\_\_

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Date: 4-26-10 Applicant Signature: [Signature]



APPROVED		
DEPT.	INITIALS	DATE
BUILDING	_____	_____
PLANNING	<i>J.P.</i> *	4/26/10
ENGINEERING	_____	_____

\*TO BE REMOVED AT 16, 2010.

**CITY OF COACHELLA  
INSPECTION LIST  
COMMUNITY & DEVELOPMENT SERVICES**



ISSUE DATE:  
PERMIT NO: **BL-2014-12-10531**  
USE ZONE: General Commercial  
OCCUPANCY: CONSTR TYPE: SQ FT:

Inspection Request Require 24 Hour Notice  
(760) 398-3002

Project Address: 46156 DILLON RD  
COACHELLA CA 92236

Applicant's Name: CULICHITOWN CORP  
Owner's Name: RAMON MISAEL GUERRERO  
Owner's Address: 46156 DILLON RD  
COACHELLA CA 92236

Contractor's Name:  
Contractor's Address:

Contact Person:

Project Name: MISCELLANEOUS BUILDING PERMIT  
Permit Type:  
Description of Work: GENERAL REMODEL OF INTERIOR DINING AND STAGE, NEW BOOTHS, RAILING, AND LIGHTING  
Condition:

Project Valuation: \$ 0.00  
PARCEL #: 603102024  
LOT #: 2  
TRACT #: 0.00

Phone: (760) 760-5379 544  
Fax:  
Phone:  
Fax:  
Business Lic:  
State Licence:  
Contact Phone:

*Handwritten: Final Inspection 12/26/14*

BUILDING	Date	INSPECTOR	MECHANICAL	Date	INSPECTOR	ELECTRICAL	Date	INSPECTOR
Toilet Facility			FAU, AC, W/H			Temp Power		
Construction Trailer			Comb Air & Venting			Under Slab Work		
BUILDING			Circ Air ducts, Etc			Rough Conduit		
Fdn: Locatn: Forms Set Back, Grade			Location Clearance Access			Rough Wiring Grounding		
Reinforcement			Duct Insulation			Service		
Ufer Ground			Fireplace Installation			Electric Release		
Slab: Grade, Rein								
Bond Beam & Grout						FINAL APPROVALS		
POUR NO CONCRETE UNTIL SIGNED ABOVE			PLUMBING			Plumbing Fixtures		
Roof Deck/Trusses			Under Slab Work			Mechanical		
Pre-Wrap			Rough Plumbing			Gas Piping		
Frame: Fire stops Shear Bracing: Bolts			Rough Gas Piping			Electrical Smoke Det		
Hold Downs			Wet Test			Disabled Access		
Insulation			Bldg Sewer			ENERGY		
Lath: Int			Septic Sys, Drain Field			Insulation Cert. (Res.)		
Dry Wall			Gas Line Test			Installation Cert. (Res.)		
Lath: Ext			Grease Trap			Glazing		
			Gas Release					

OCCUP. APPROVALS					
Planning Division	Engineering Division	Fire Prevention	Water Division	Sanitation Division	Building Division
Date:	Date:	Date:	Date:	Date:	Date:
By:	By:	By:	By:	By:	By:

**NOTICE TO ALL CONTRACTORS**  
Final Inspections and Certificate of Completion or Occupancy must be obtained before occupying or using a building.  
TACK THIS CARD IN COPY OF PERMIT PLACES ON BUILDING  
CALL FOR INSPECTION (24 HOURS IN ADVANCE) Phone: 398-3002

**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**



DATE: **08/22/2017**  
 PERMIT NO: **BL-2017-08-12482**  
 USE ZONE:  
 OCCUPANCY: CONSTR TYPE: **SQ.FT:**

Item 22.

Inspection Request Require 24 Hour Notice  
 (760) 398-3002

Project Address:	46156 DILLON RD COACHELLA CA 92236	Project Valuation: \$ 8,500.00
Applicant's Name:	LASZLO GYORGYEI	PARCEL #: 603102024
Owner's Name:	KEVORK APOSHIAN	LOT #: 2
Owner's Address:	46156 DILLON RD COACHELLA CA 92236	TRACT #: 0.00
Contractor's Name:	LASZLO GYORGYEI	Phone: (818) 613-0100
Contractor's Address:		Fax:
Contact Person:	ABRAHAM BARBARIAN	Phone: (818) 613-0100
Project Name:		Fax:
Permit Type:	SIGN PERMIT	Business Lic:
Description of Work:	RE-FACE EXISTING FREESTANDING SIGN FAES AND RE-FACE ALL WALL SIGNS WITH NEW COPY AND LETTERING. NEW 70 SQ.FT. WALL SIGN ON REAR BUILDING. (8 SIGNS TOTAL).	State Licence:
Condition:		Contact Phone: (818) 613-0100

<b>FEE(S):</b>				
SIGN FEE	\$224.00	Plan Check Fees	\$209.00	Senate Bill 1473
				\$1.00

**TOTAL FEES: \$ 434.00**

**CERTIFICATION APPEARING ON APPLICATIONS**  
 I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

*[Signature]*  
 (Applicant Signature)

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.  
 Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

*[Signature]*  
 Building

CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES



DATE:  
PERMIT NO:  
USE ZONE:  
OCCUPANCY: CONSTR TYPE: SQ FT:

Inspection Request Require 24 Hour Notice  
(760) 398-3002

\$121

Project Address: 46156 Dillon RD -

Project Valuation: \$ 0.00 \$5500

Applicant's Name: Chicas Gentleman Club  
Owner's Name: KEVORK APOSHIAN  
Owner's Address: 46156 Dillon RD

PARCEL #:  
LOT #:  
TRACT #:

Phone: 818 613-0100  
Fax: -

Contractor's Name: Laszlo GYORGYEI  
Contractor's Address: 22227 Chatsworth  
Chatsworth CA 91311

Phone: 818-613-0100  
Fax:

Contact Person: ABRAHAM BARBARIAN

Business Lic:  
State Licence: 45-875002  
Contact Phone: 818-613-0100

Project Name: Chicas Gentleman Club  
Permit Type: ELECTRICAL sign permit

Description of Work: Re-face existing freestanding sign faces, and re-face all wall signs w/new copy & lettering. New 70 sq wall sign on rear.

CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

*[Signature]*  
(Applicant Signature)

*[Signature]* Building  
8/17/17  
Planning

CITY OF COACHELLA, CA  
1515 SIXTH STREET  
COACHELLA, CA. 92236 (760) 398-3002

Building Address: 46156 Dillon Rd.

Applicant: Chicas Gentleman c/d

Mailing Address: 46156 Dillon Rd

City: Coachella Zip: 92236 Tel: 818-523-1730

Owner: KEVORK A Poshian

Mailing Address: 46156 Dillon Rd

City: Coachella Zip: 92236 Tel: 818-5231730

Contractor: LASZLO GYORGYEI

Mailing Address: 22227 Chatsworth

City: Chatsworth Zip: 91311 Tel: 818-613-0100

Permit Lic. & Class: C45 City License #: 7 well  
875002 get one

**LICENSED CONTRACTOR'S DECLARATION**

I hereby affirm under penalty of perjury that I am licensed under Division of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Permit Class: C45 License #: 875002

Permit No: 4-3118 Contractor: LASZLO GYORGYEI

**OWNER-BUILDER DECLARATION**

I hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, or to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) and that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own

employees provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)

Item 22.

- I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, Business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

I am exempt under Sec. 7044 B & P C for this reason

Date: 5-24-17 Owner: Laura G...

**WORKER'S COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: \_\_\_\_\_ Policy # \_\_\_\_\_ (This section need not be completed if the permit is for one hundred dollars (\$100) or less).
- I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: 5-24-17 Applicant: \_\_\_\_\_

**WARNING:** Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, Interest, and Attorney's fees.

**CONSTRUCTION LENDING AGENCY**

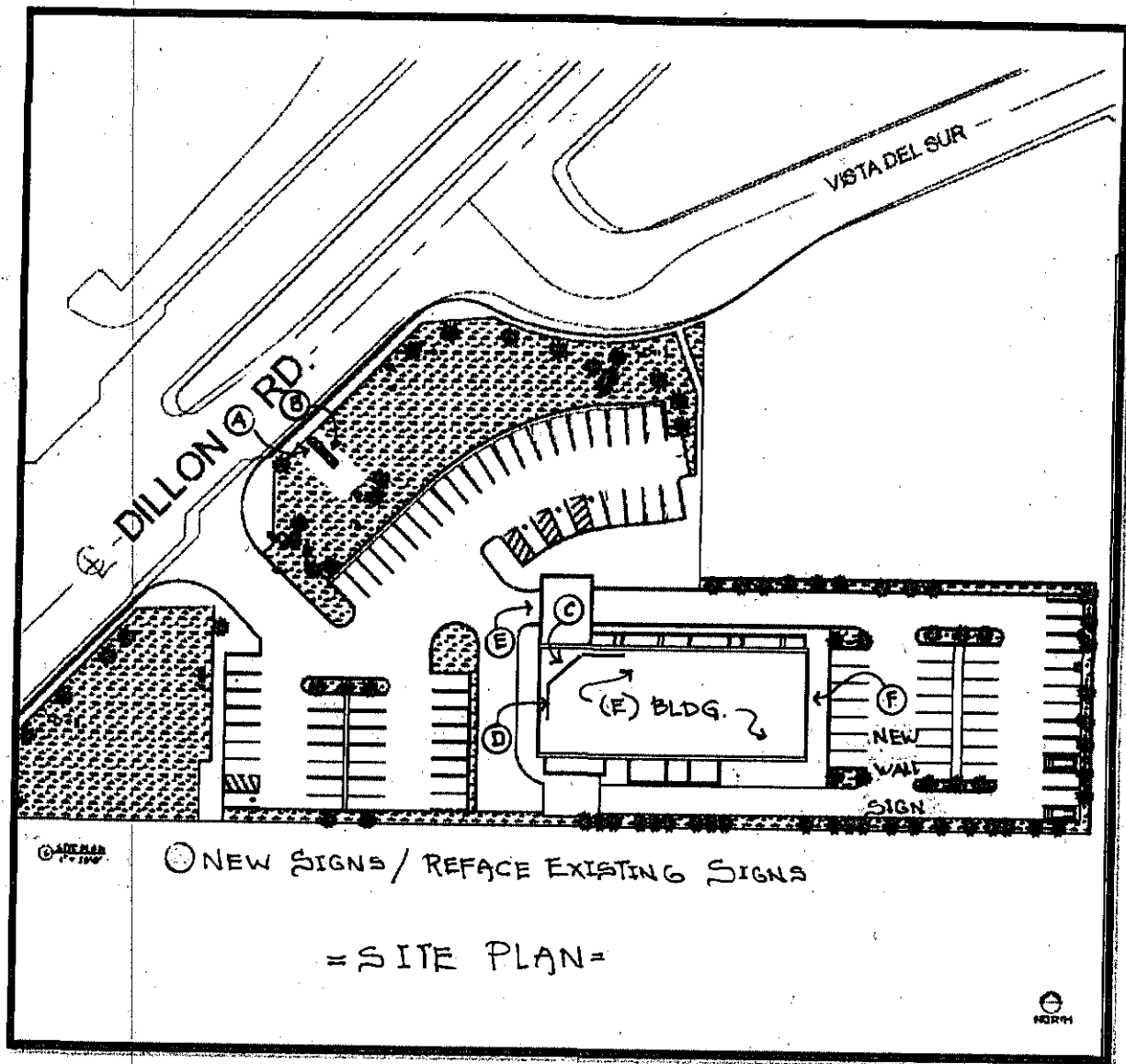
I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name \_\_\_\_\_

Address: \_\_\_\_\_

- I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

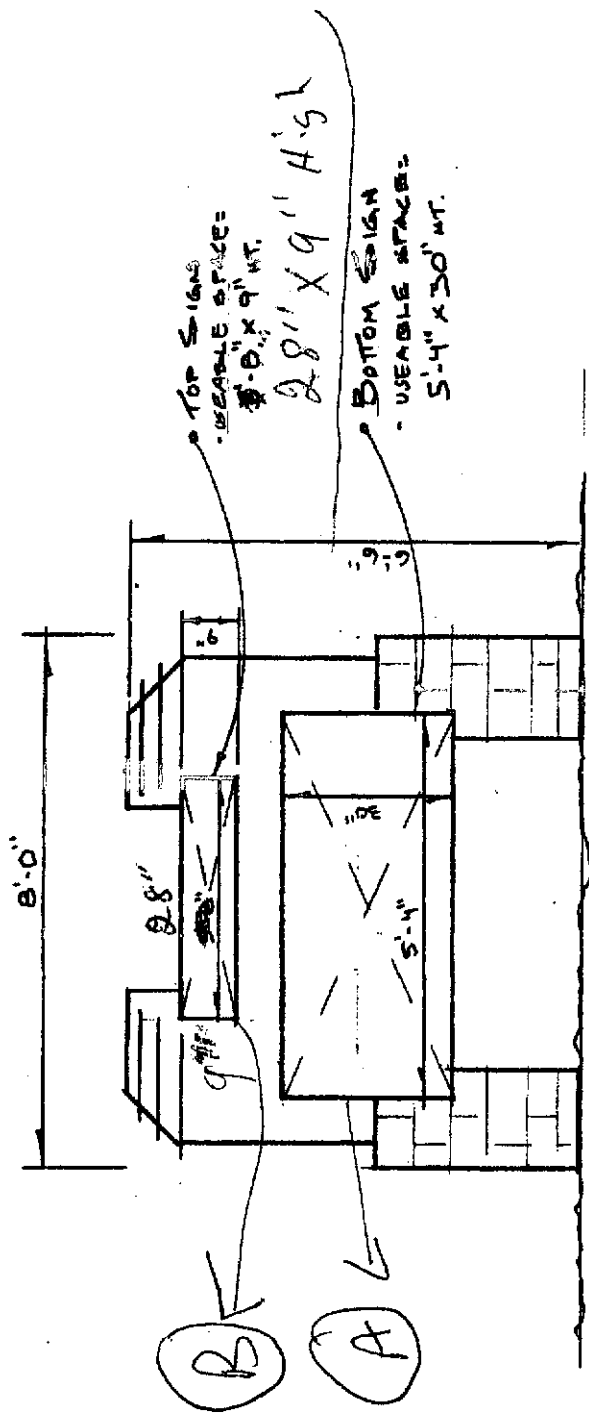
Date: 5-24-17 Applicant Signature: Laura G...



= CITY SET =

**Chicas Gentlemens Club**  
 c/o George Aposhian  
 46-156 Dillon Road  
 Coachella CA 92236

APPROVED		
DEPT.	INITIALS	DATE
BUILDING	<i>John Farson</i>	<u>8/21/17</u>
PLANNING	<i>J. B. Papp</i>	<u>8/17/17</u>
ENGINEERING	_____	_____



MONUMENT SIGN LYNX  
 # 2 SIDES

ALL AROUND NEON ~ TERRAN M. ~ 760-399-5173 *L*

EXISTING

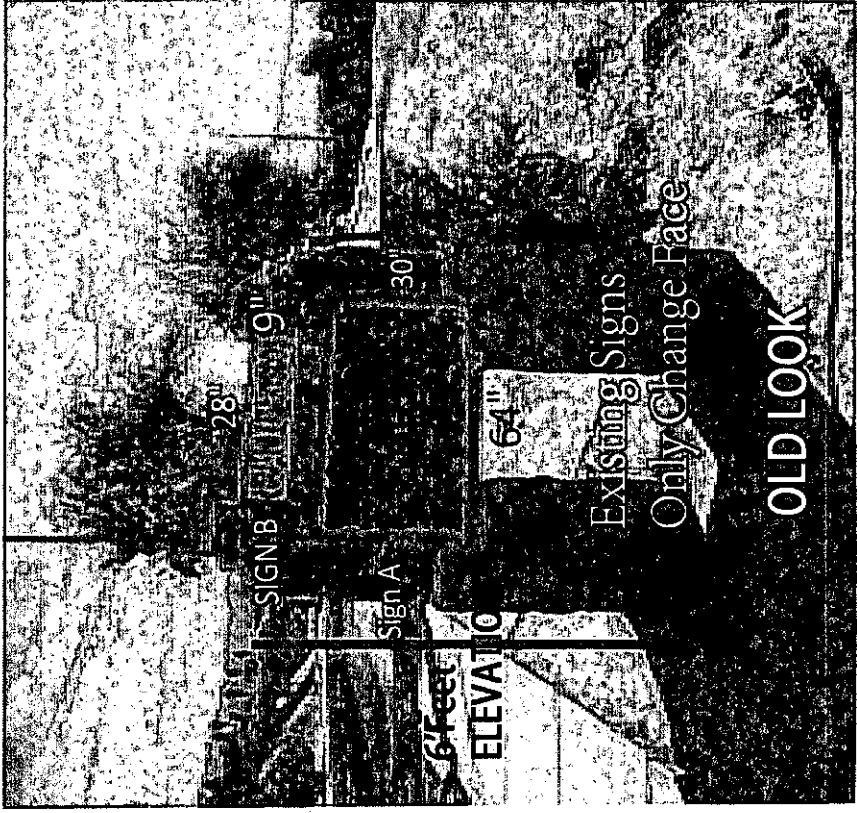




PROPOSED

⬆️  
B

⬆️  
A

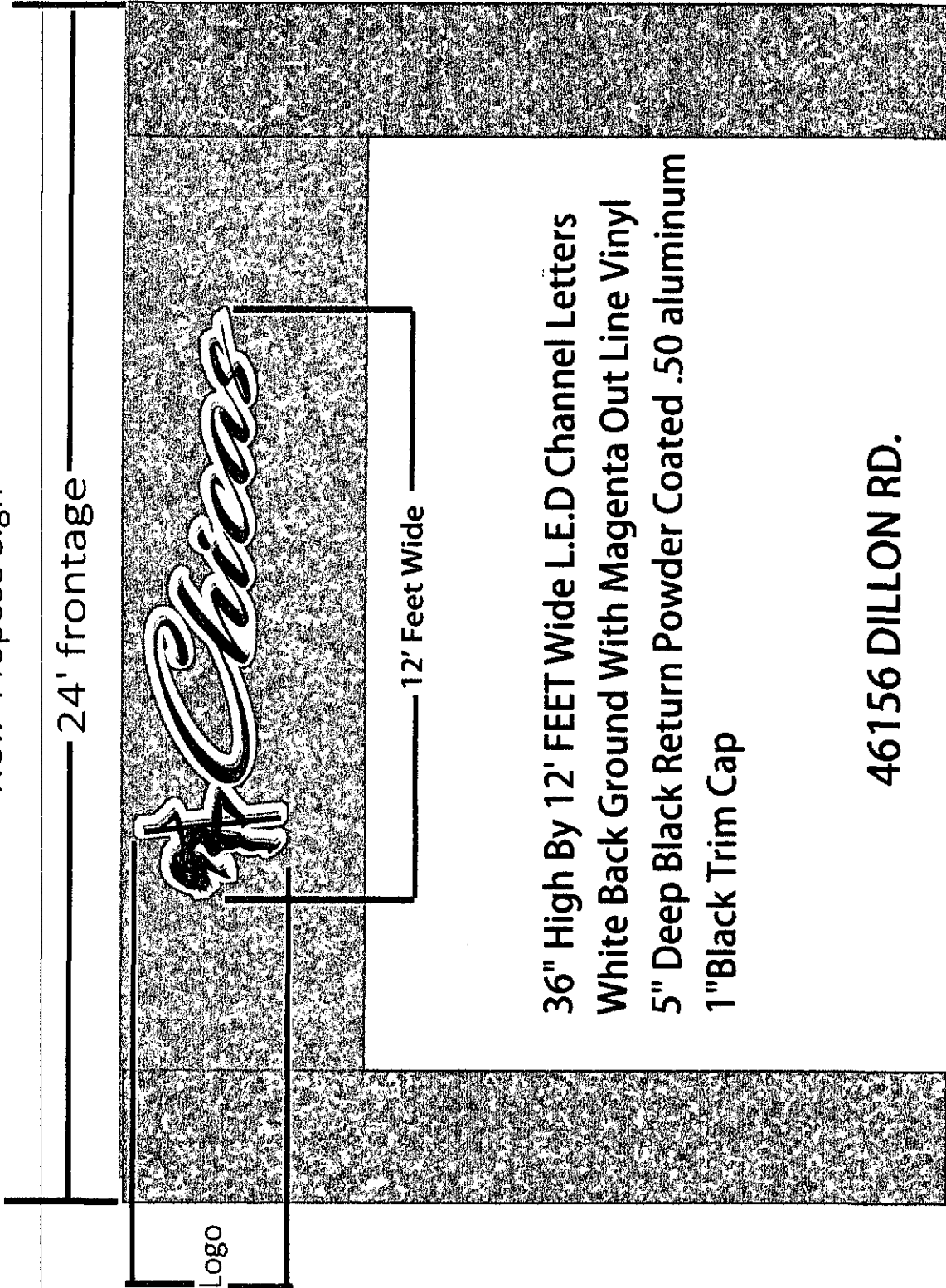


③  
↓



# SIGN C

New Propose Sign



27' Feet  
Elevation

24' frontage

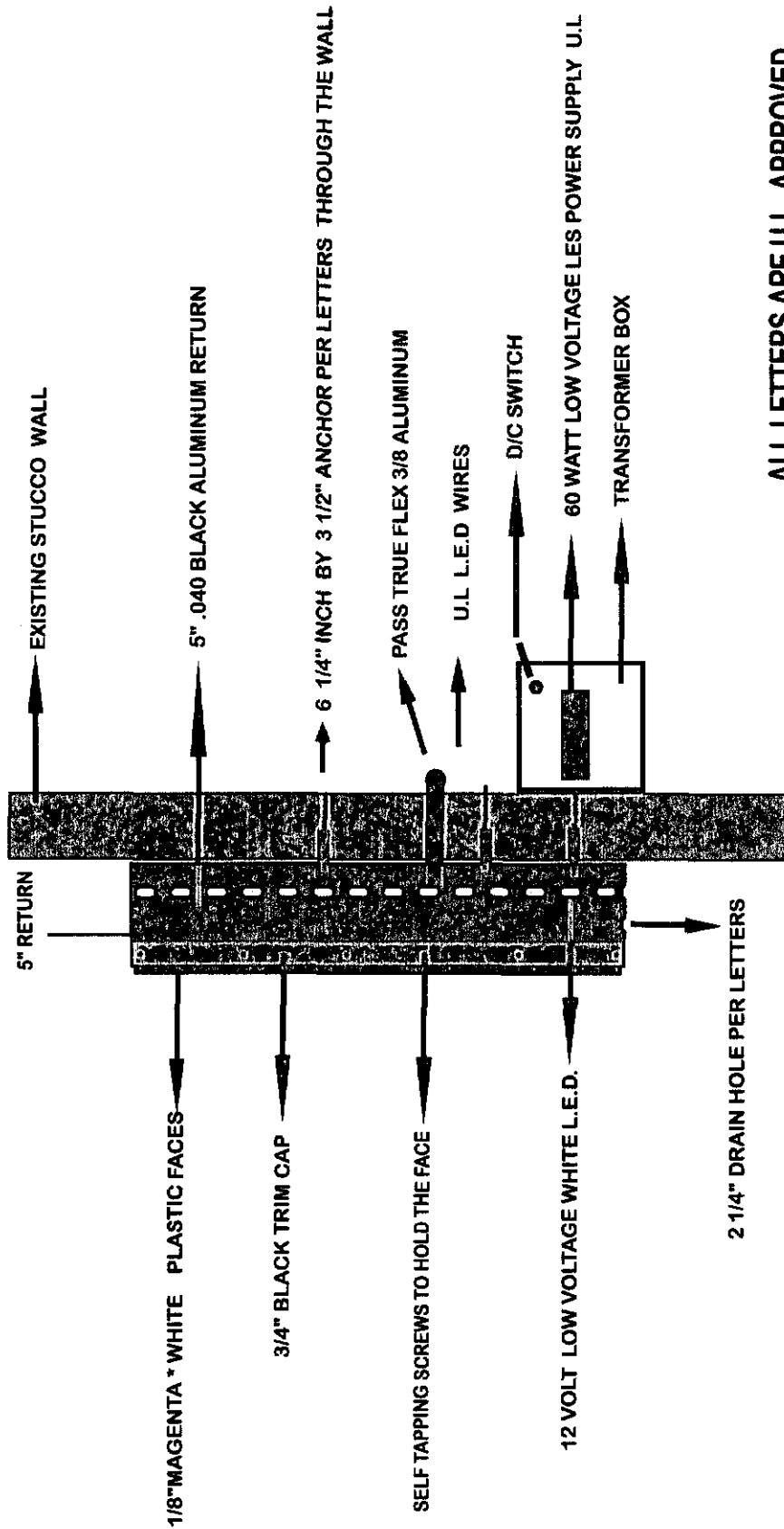
12' Feet Wide

36" High Girls Logo

36" High By 12' FEET Wide L.E.D Channel Letters  
White Back Ground With Magenta Out Line Vinyl  
5" Deep Black Return Powder Coated .50 aluminum  
1" Black Trim Cap

46156 DILLON RD.

# INSTALLATION DETAILS FRONT CHANNEL LETTERS



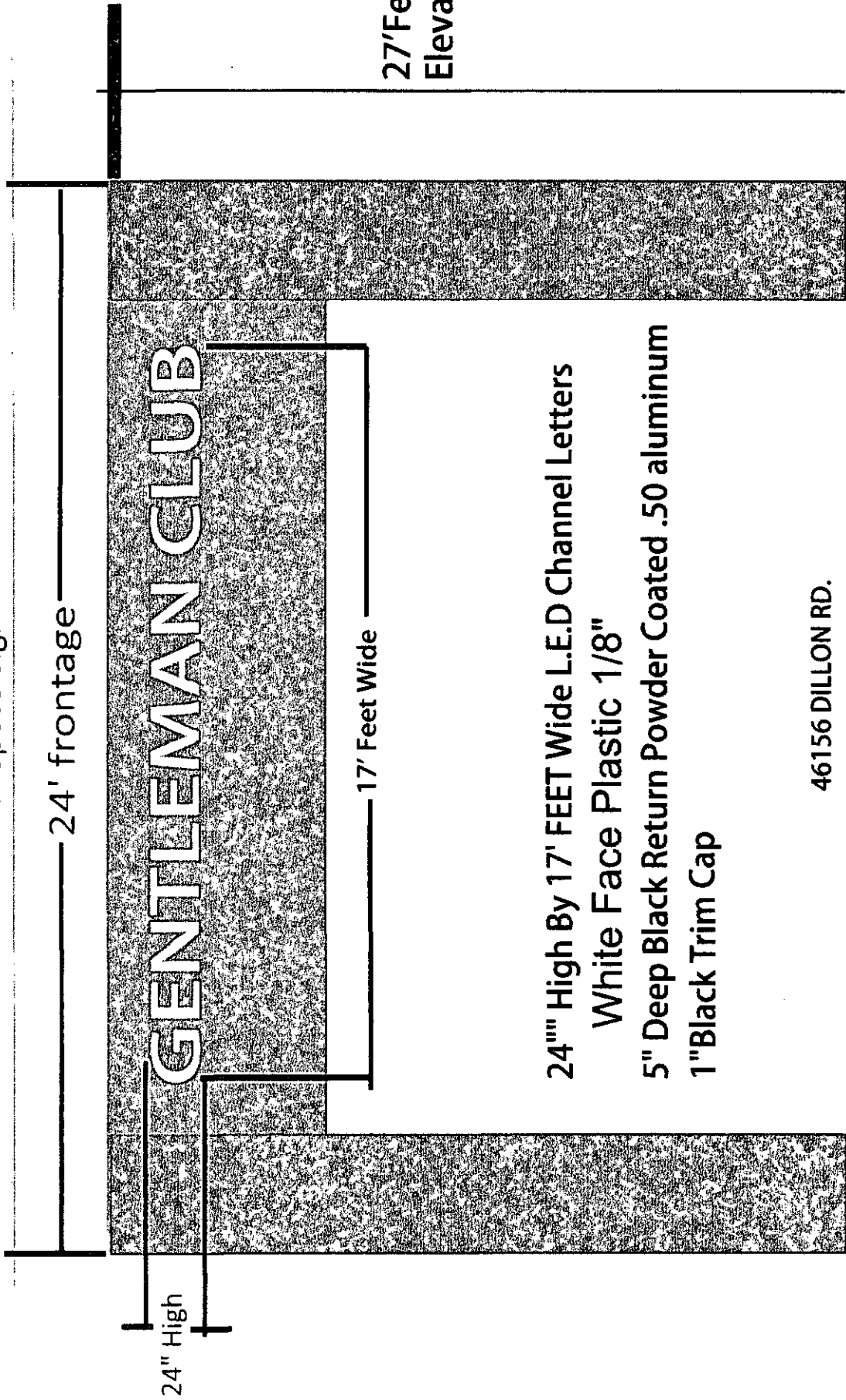
ALL LETTERS ARE U.L. APPROVED

46156 DILLON RD

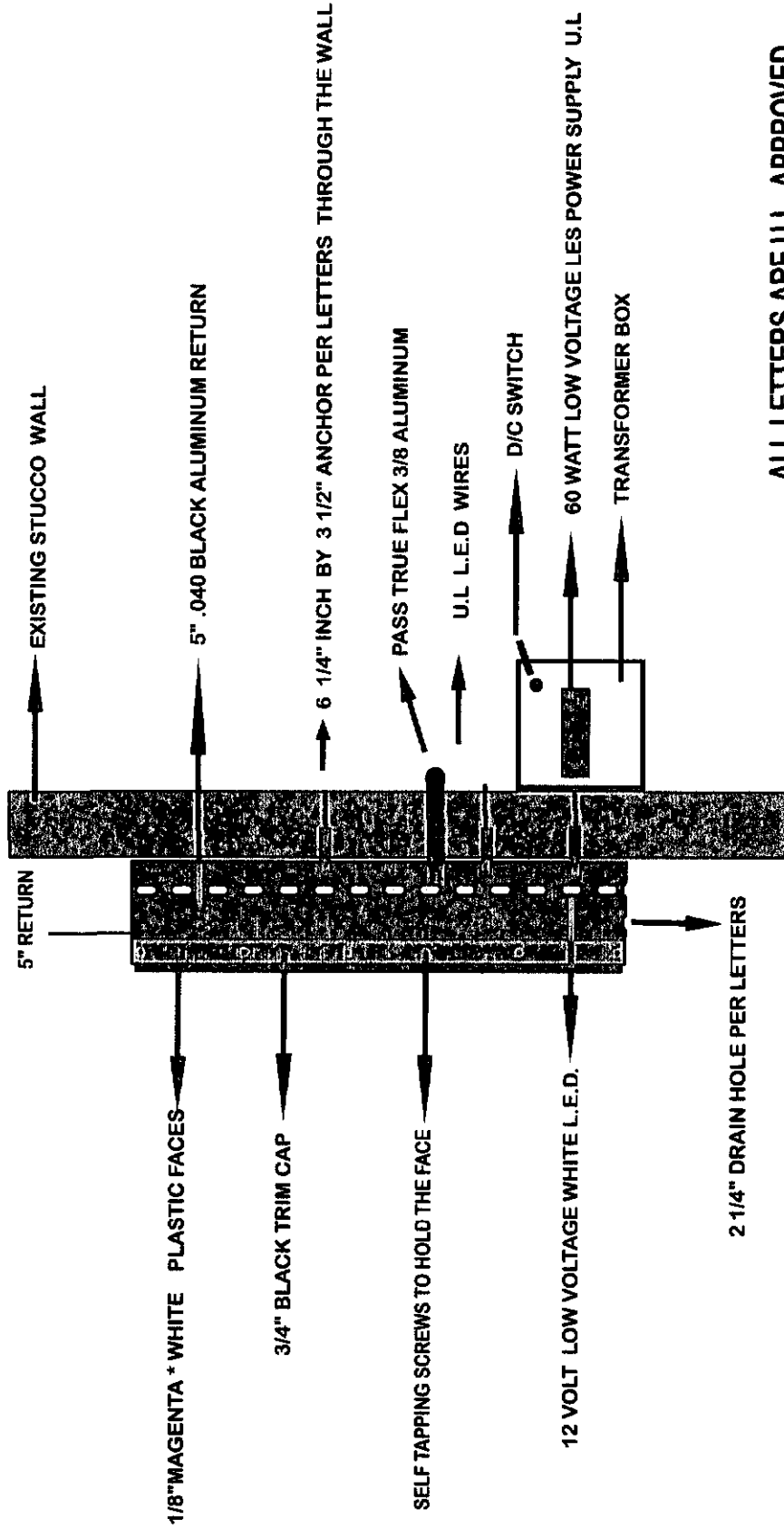


# SIGN D

New Propose Sign



# INSTALLATION DETAILS FRONT CHANNEL LETTERS



ALL LETTERS ARE U.L. APPROVED

46156 DILLON RD





Change Plastic Face 40" High By 8' Feet Face Change  
Existing Box Magenta Color Back Ground With White Letters Vinyl

40" *Chico's*  
8' Feet

SIGN E

Main Entrance Sign

46156 DILLON RD.

Sign # (F)

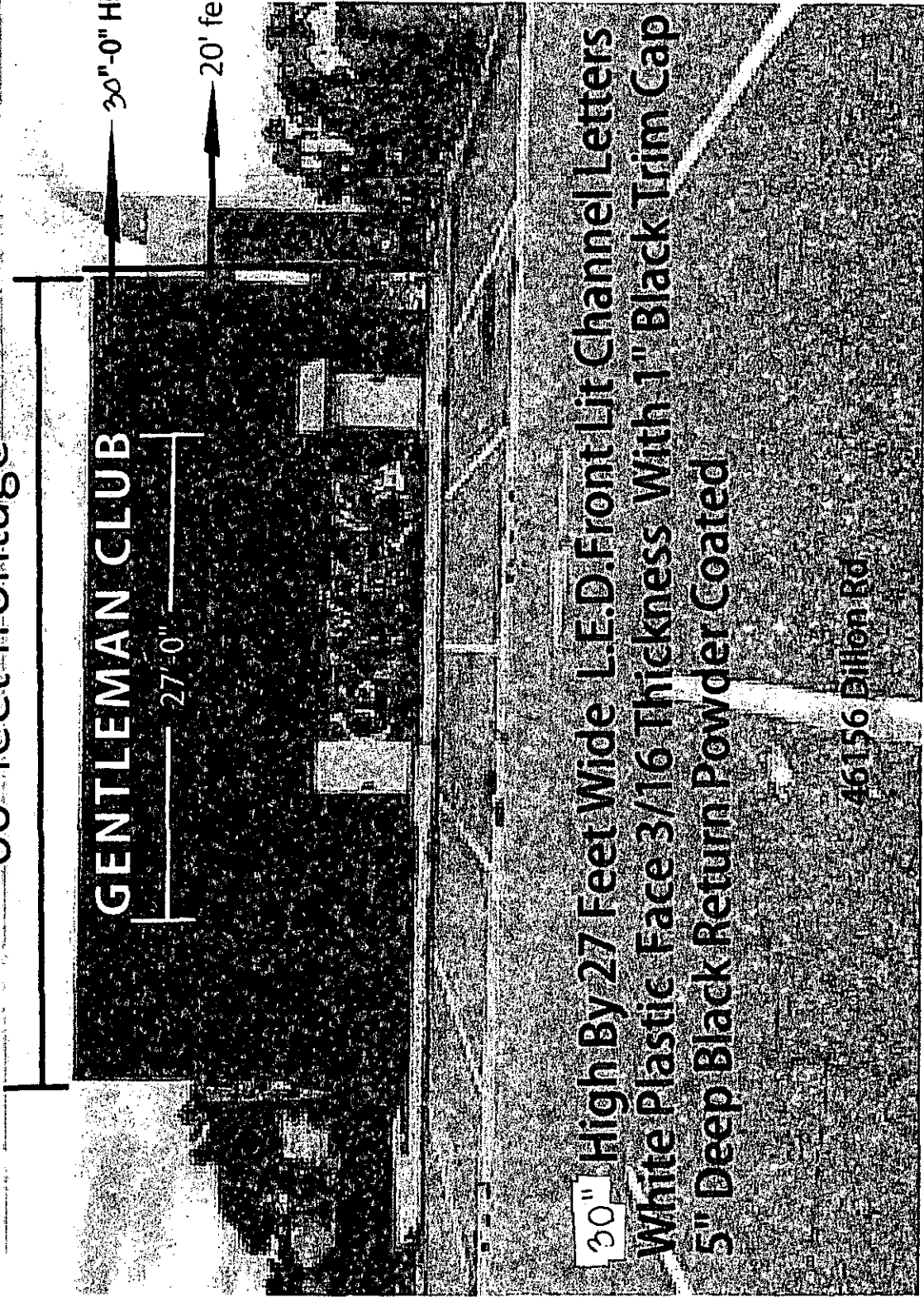
60' feet frontage

GENTLEMAN CLUB

27' 0"

30"-0" High Letters

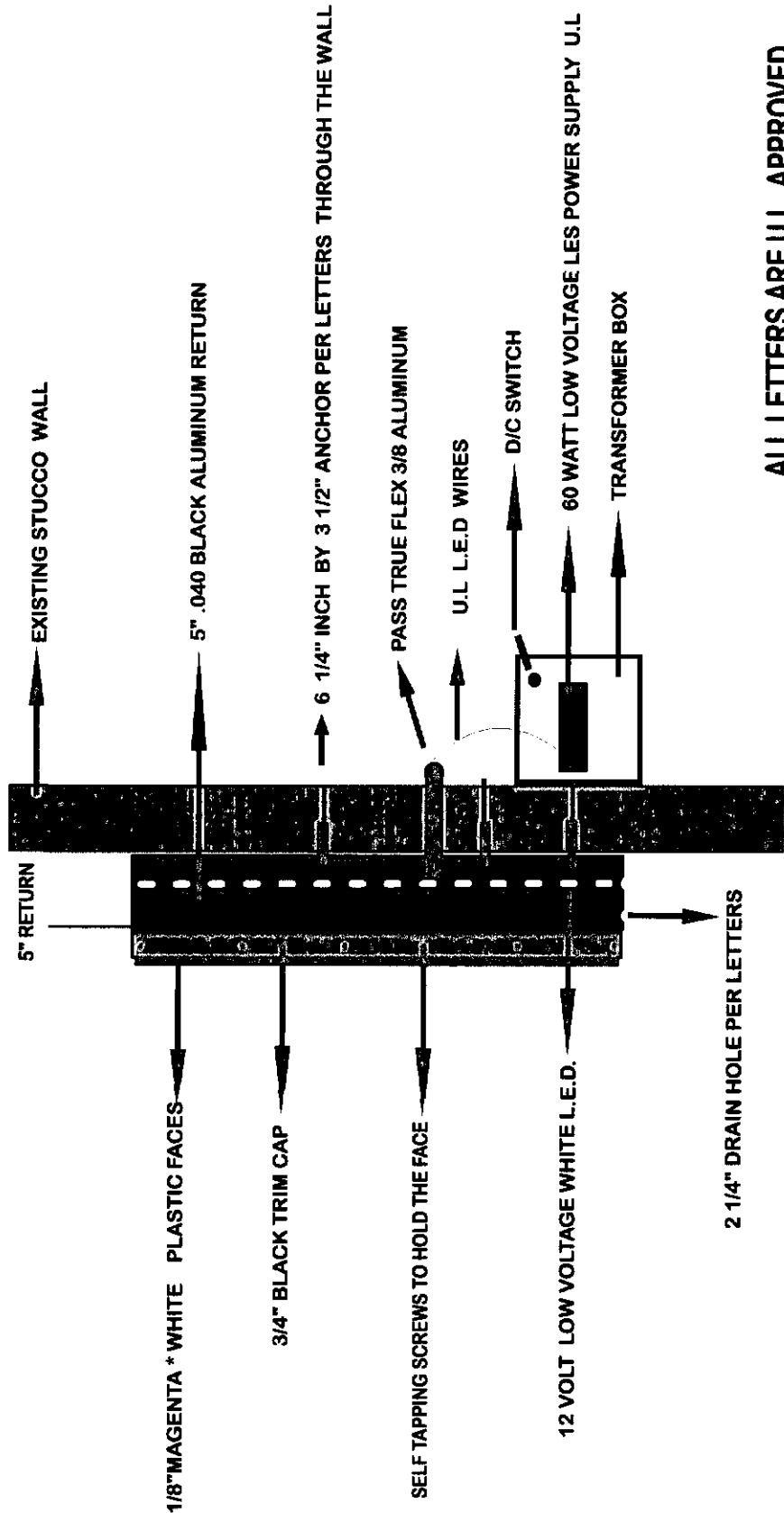
20' feet elevation



30" High By 27 Feet Wide L.E.D. Front Lit Channel Letters  
 White Plastic Face 3/16 Thickness With 1" Black Trim Cap  
 5" Deep Black Return Powder Coated

46156 Billion Rd.

# INSTALLATION DETAILS FRONT CHANNEL LETTERS



ALL LETTERS ARE U.L. APPROVED

46156 DILLON RD

**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**

Inspection Request Require 24 Hour Notice  
(760) 398-3002



DATE: 10/17/2017  
PERMIT NO: EL-2017-10-01135  
USE ZONE:  
OCCUPANCY: CONSTR TYPE: SQ FT:

Item 22.

Project Address: 46156 DILLON RD (BLD)  
COACHELLA CA 92236

Project Valuation: \$ 0.00

Applicant's Name: KEVORK APOSHIAN  
Owner's Name: KEVORK APOSHIAN

PARCEL #:  
LOT #:  
TRACT #:

Owner's Address:

Phone: (760) 275-6307

Fax:

Contractor's Name:

Phone:

Contractor's Address:

Fax:

Business Lic:

State Licence:

Contact Person:

Contact Phone:

Project Name:

Permit Type:

ELECTRICAL PERMIT

Description of Work:

ELECTRICAL RESET FOR "CHICAS GENTLEMEN CLUB" AFTER REPAIR.

Condition:

**FEE(S):**

ELECTRICAL PERMIT FEE	\$115.00	ELECTRICAL SERVICE AMP	\$281.00
-----------------------	----------	------------------------	----------

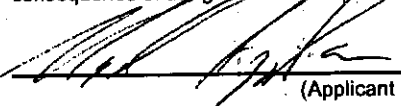
**TOTAL FEES: \$ 396.00**


**CERTIFICATION APPEARING ON APPLICATIONS**

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

  
(Applicant Signature)

  
Building

339  
Fee



CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES

DATE:  
PERMIT NO:  
USE ZONE:  
OCCUPANCY: CONSTR TYPE: SQ FT:

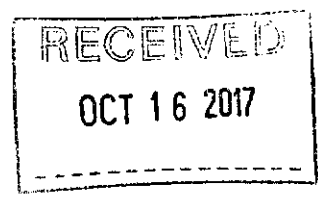
INSPECTION REQUEST REQUIRE 24 HOUR NOTICE  
(760) 398-3002

**Project Address:** 46-156 Dillon RD  
**Dirección del Proyecto:** Coachella CA 92236

**Project Valuation:** \_\_\_\_\_  
**Evaluación del Proyecto:** \_\_\_\_\_

**Applicant's Name:** Kevoik Aposhian  
**Nombre del Solicitante:** Kevoik Aposhian  
**Owner's Name:** Kevoik Aposhian  
**Nombre del Propietario:** Kevoik Aposhian  
**Owner's Address:** 46-156 Dillon RD  
**Dirección del Propietario:** Coachella CA 92236

**PARCEL#:** \_\_\_\_\_  
**LOT#:** \_\_\_\_\_  
**TRACT#:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Numero de Telefono:** \_\_\_\_\_



**Fax:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

**Contractor's Name:** Rudy Electrician  
**Nombre del Contratista:** Rudy Electrician  
**Contractor's Address:** Coachella CA 92236  
**Dirección del Contratista:** Coachella CA 92236

**Phone Number:** 760-275-6307  
**Numero de Telefono:** 760-275-6307  
**Fax:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

**Contact Person:** Miguel A. Cruz  
**Persona de Contacto:** Miguel A. Cruz

**Bus Lic/ Licencia:** \_\_\_\_\_  
**State Lic/ Licencia del Estado:** \_\_\_\_\_  
**Contact Phone:** \_\_\_\_\_  
**Teléfono de Contacto:** \_\_\_\_\_

**Project Name/ Nombre del Proyecto:** \_\_\_\_\_  
**Permit Type/ Tipo de Permiso:** \_\_\_\_\_  
**Description of Work/ Descripción de los trabajos:** Chicas (recreational club) Electrical Perce  
**Condition/Condición:** Electrical work

→ 1,000 AMPS

ELECTRICAL	MECHANICAL	PLUMBING
# OF SVCS 600 V/UP TO 200 AMPS	# AC/ BOILERS UP TO 100K BTU	# OF BACKFLOW DEVICES <=2"
# OF SVCS 600 V/ OVER 200 AMPS	# A/C BROILERS 100K-500K BTU	# OF BACKFLOW DEVICES >=2"
# OF SVCS 600 V/OVER 1000 AMPS	# AC/BROILERS 500K BTU-1 M BTU	# OF PLUMBING FIXTURES
# OF TEMP POWER SERVICES	# AC/BROILERS 1 M BTU- 1.75M BTU	# OF PRIVATE SEWAGE DISPOSAL
# OF SUB-POLES	# AC/BROILERS OVER 1.75M BTU	# OF SEPTIC TANKS
# OF ELECT GENERATORS/RIDES	# OF A/C UNITS	# OF SEWER CONNECTIONS
# OF BOOTH LIGHTING	# OF AIR HANDLERS < 10K CFM	# OF WATER SERVICE
# OF FIXTURES FOR REPAIR/ALT	# OF AIR HANDLERS > 10K CFM	# OF WATER HEATERS
# OF ELECTRICAL FIXTURES	# OF APPLIANCE VENTS	# OF GAS SYSTEMS
# OF RESIDENTIAL APPLIANCES	# OF FURNACES UP TO 100K BTU	# OF VACUUM/BACKFLOW DEVICES
# OF RECEPTACLES/SWITCHES/OUTLETS	# OF FURNACES OVER 100K BTU	# OF LAWNSPRINKLERS
# OF POWER APPARATUS	# OF INCINERATORS- DOMESTIC	# SWIMMING POOL/PUBLIC POOL
# OF PRIVATE SWIMMING POOL(S)	# OF EXHAUST FANS	# OF SWIMMING POOL/PUBLIC SPA
	# COMM. RANGE HOODS	# OF SWIMMING POOL/PRIVATE POOL
		# OF SWIMMING POOL/PRIVATE SPA
		# OF INDUST WASTE INTERCEPTOR

CERTIFICATION APPEARING ON APPLICATIONS have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

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Applicant's Signature: \_\_\_\_\_

Building: 10/16/17  
Planning: 10/16/17

BUILDING PERMIT NO. \_\_\_\_\_

CITY OF COACHELLA, CA  
1515 SIXTH STREET  
COACHELLA, CA. 92236 (760) 398-3002

Building Address: 46-156 Dillon RD

Applicant: Revokh Apreshum

Mailing Address: 46156 Dillon RD

City: Coachella Zip: 92201 Tel: \_\_\_\_\_

Owner: Element Investment

Mailing Address: 6131 Goldwater Canyon

City: N-Hollywood Zip: 91606 Tel: \_\_\_\_\_

Contractor: Rudy Elediction

Mailing Address: \_\_\_\_\_

City: Coachella Zip: 92236 Tel: 760-275-6307

State Lic. & Class: \_\_\_\_\_ City License #: \_\_\_\_\_

**LICENSED CONTRACTOR'S DECLARATION**

I hereby affirm under penalty of perjury that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: \_\_\_\_\_ License #: \_\_\_\_\_

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

**OWNER-BUILDER DECLARATION**

I, hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 703.1.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and professions Code) or that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own

employees provided that such improvements are not intended or offered for sale. If, however, the building or in Item 22. is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

I am exempt under Sec. \_\_\_\_\_ B & P C for this reason

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

**WORKER'S COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: \_\_\_\_\_ Policy # \_\_\_\_\_

(This section need not be completed if the permit is for one hundred dollars (\$100) or less).

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

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

**WARNING:** Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, Interest, and Attorney's fees.

**CONSTRUCTION LENDING AGENCY**

I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name \_\_\_\_\_

Address: \_\_\_\_\_

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Date: 10/13/11 Applicant Signature: [Signature]

# CERTIFICATE OF OCCUPANCY

\*\*\*THIS TEMPORARY CERTIFICATE OF OCCUPANCY IS EFFECTIVE FOR 45 CALENDAR DAYS TO BEGIN 2/6/2018.



## Division of Building Inspection

*This certificate issued pursuant to the requirements of Section 307 of the Uniform Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the city regulating building construction or use. For the following:*

Use Classification: CG-COMMERCIAL- NIGHTCLUB/ ADULT ENTERTAINMENT Bldg. Permit No.: BL-2018-02-12675

Occupancy Type: A-2 Construction Type: V-B Use Zone: GENERAL COMMERCIA

Owner of Building: WILLIAM GRIVAS Address: PO BOX 2 CARDIFF, CA 92236

Building Address: 46156 DILLON RD COACHELLA, CA 92236

By: J. LUIS LOPEZ, DEVELOPMENT SERVICES DIRECTOR

Date: 2/7/2018

*J. Luis Lopez*  
Building Official

**POST IN A CONSPICUOUS PLACE**

City of Coachella  
Utility  
1515 6th Street  
Coachella, CA 92236  
760-398-2702  
Welcome

000030-0023 Marisol D 02/07/2018 08:30AM

PERMITS & INSPECTIONS

WILLIAM GRIVAS  
BL-2018-02-12675  
MISCELLANEDUS BUILDING  
PERMIT  
CHANGE OF  
OCCUPANCY/CHANGE-OF USE  
TO NIG  
pending

2018 Item: BL-2018-02-12675 256.00  
Payment Id: 2073

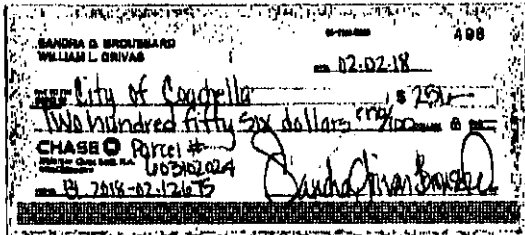
-----  
256.00

Subtotal 256.00  
Total 256.00

CHECK 256.00  
Check Number 0496

-----  
Change due 0.00

Paid by: WILLIAM GRIVAS



Thank you for your payment  
Gracias por su pago

CUSTOMER COPY



**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**



DATE: **07/17/2014**  
 PERMIT NO: **BL-2014-07-10327**  
 USE ZONE:  
 OCCUPANCY: CONSTR TYPE: SQ FT:

Item 22.

Inspection Request Require 24 Hour Notice  
 (760) 398-3002

Project Address: 46156 DILLON RD  
 COACHELLA CA 92236

Project Valuation: \$ 2,500.00  
 PARCEL #: 603102024  
 LOT #: 2

Applicant's Name: QUALITY RELIABLE SERVICE  
 Owner's Name: RAMON M. GUERRERO  
 Owner's Address: 46156 DILLON RD  
 COACHELLA CA 92236

TRACT #: 0.00

Phone:  
 Fax:

Contractor's Name: QUALITY RELIABLE SERVICE  
 Contractor's Address: 81211 INDIO BLVD  
 2-B  
 INDIO CA 92201  
 Contact Person: SERGIO RODRIGUEZ

Phone: (760) 619-6565  
 Fax:  
 Business Lic:  
 State Licence:  
 Contact Phone: (760) 619-6565

Project Name:  
 Permit Type: SIGN PERMIT  
 Description of Work: INSTALL NEW OVAL CABINET SIGN (84 SQ FT) AND REMOVE "NEON" LETTERING ON  
 Condition: EXISTING COMMERCIAL BUILDING

**FEE(S):**

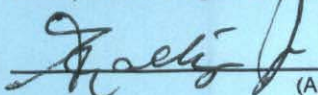
SIGN FEE	\$224.00	Plan Check Fees	\$209.00	Senate Bill 1473	\$1.00
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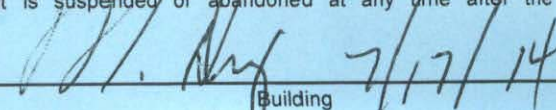
**TOTAL FEES: \$ 434.00**

**CERTIFICATION APPEARING ON APPLICATIONS**

I have carefully examined the above completed \*Application and Permit\* and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

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 \_\_\_\_\_  
 (Applicant Signature)

  
 \_\_\_\_\_  
 Building



**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**

DATE:  
PERMIT NO:  
USE ZONE:  
OCCUPANCY: CONSTR TYPE: SQ FT:

INSPECTION REQUEST REQUIRE 24 HOUR NOTICE  
(760) 398-3002

**Project Address:**

**Dirección del Proyecto:** 4656 DILON RD  
COACHELLA CA 92236

**Project Valuation:** \_\_\_\_\_

**Evaluación del Proyecto:** \_\_\_\_\_

**PARCEL#**

**LOT#:**

**TRACT#:**

**Phone Number:**

**Numero de Telefono**

**Applicant's Name:**

**Nombre del Solicitante:** RAMON M. GUERRERO

**Owner's Name:**

**Nombre del Propietario:** BILL GRIVAS

**Owner's Address:**

**Dirección del Propietario:**

**Fax:**

**Fax:**

**Contractor's Name:**

**Nombre del Contratista:** LUIS DURAN

**Phone Number:**

**Numero de Telefono:** (909) 587 3021

**Contractor's Address:**

**Dirreccion del Contratista:**

**Fax:**

**Fax:**

**Bus Lic/ Licencia:**

**State Lic/Licencia del Estado:**

**Contact Phone:**

**Telefono de Contacto:**

224  
p/c 209.  
\$434.00

**Contact Person:**

**Persona de Contacto**

**Project Name/ Nombre del Proyecto:**

**Permit Type/ Tipo de Permiso:**

**Description of Work/ Descripción de los trabajos:** INSTALL NEW OVAL CABINET SIGN (84 S.F.)

**Condition/Condición:** AND REMOVE "NEON" LETTERING.

ELECTRICAL	MECHANICAL	PLUMBING
# OF SVCS 600 V/UP TO 200 AMPS	# AC/ BOILERS UP TO 100K BTU	# OF BACKFLOW DEVICES <=2"
# OF SVCS 600 V/ OVER 200 AMPS	# A/C BROILERS 100K-500K BTU	# OF BACKFLOW DEVICES >=2"
# OF SVCS 600 V/OVER 1000 AMPS	# AC/BROILERS 500K BTU-1M BTU	# OF PLUMBING FIXTURES
# OF TEMP POWER SERVICES	#AC/BROILERS 1M BTU- 1.75M BTU	# OF PRIVATE SEWAGE DISPOSAL
# OF SUB-POLES	# AC/BROILERS OVER 1.75M BTU	# OF SEPTIC TANKS
# OF ELECT GENERATORS/RIDES	# OF A/C UNITS	# OF SEWER CONNECTIONS
# OF BOOTH LIGHTING	# OF AIR HANDLERS < 10K CFM	# OF WATER SERVICE
# OF FIXTURES FOR REPAIR/ALT	# OF AIR HANDLERS > 10K CFM	# OF WATER HEATERS
# OF ELECTRICAL FIXTURES	# OF APPLIANCE VENTS	# OF GAS SYSTEMS
# OF RESIDENTIAL APPLIANCES	# OF FURNACES UP TO 100K BTU	# OF VACUUM/BACKFLOW DEVICES
# OF RECEPTACLES/SWITCHES/OUTLETS	# OF FURNACES OVER 100K BTU	# OF LAWNSPRINKLERS
# OF POWER APPARATUS	# OF INCINERATORS- DOMESTIC	# SWIMMING POOL/PUBLIC POOL
# OF PRIVATE SWIMMING POOL(S)	# OF EXHAUST FANS	# OF SWIMMING POOL/PUBLIC SPA
	# COMM. RANGE HOODS	# OF SWIMMING POOL/PRIVATE POOL
		# OF SWIMMING POOL/PRIVATE SPA
		# OF INDUST WASTE INTERCEPTOR

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Applicant's Signature

Building Planning 7/8/14

CLIENT  
Culichi Town

CONTACT  
Misael Guerrero

ADDRESS  
46156 Dillon Rd

DESIGNER  
Bachela

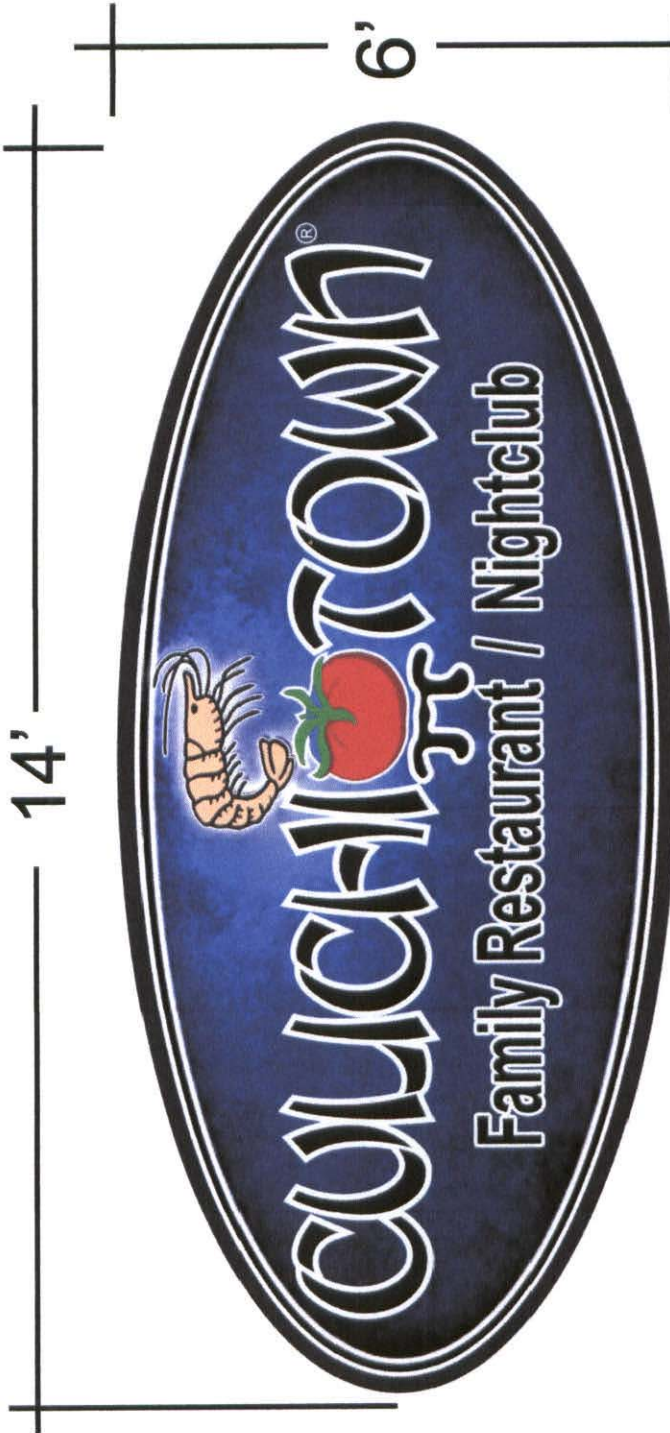
STATE  
CA

DATE  
06 / 19 / 2014

SCALE  
NTS

PROJECT

1 SIGNS BOX (REVERSE)



<b>APPROVED</b>	
DEPT.	INITIALS DATE
BUILDING	
PLANNING	<i>J. Lopez</i> 7/8/14
ENGINEERING	

LANDLORD APPROVAL: SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED AS IS: \_\_\_\_\_

MAKE REVISIONS AND SUBMIT NEW PROOF: \_\_\_\_\_

CLIENT APPROVAL: SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CLIENT

Culichi Town

CONTACT

Misael Guerrero

ADDRESS

46156 Dillon Rd

City

STATE  
CA

DESIGNER

DATE

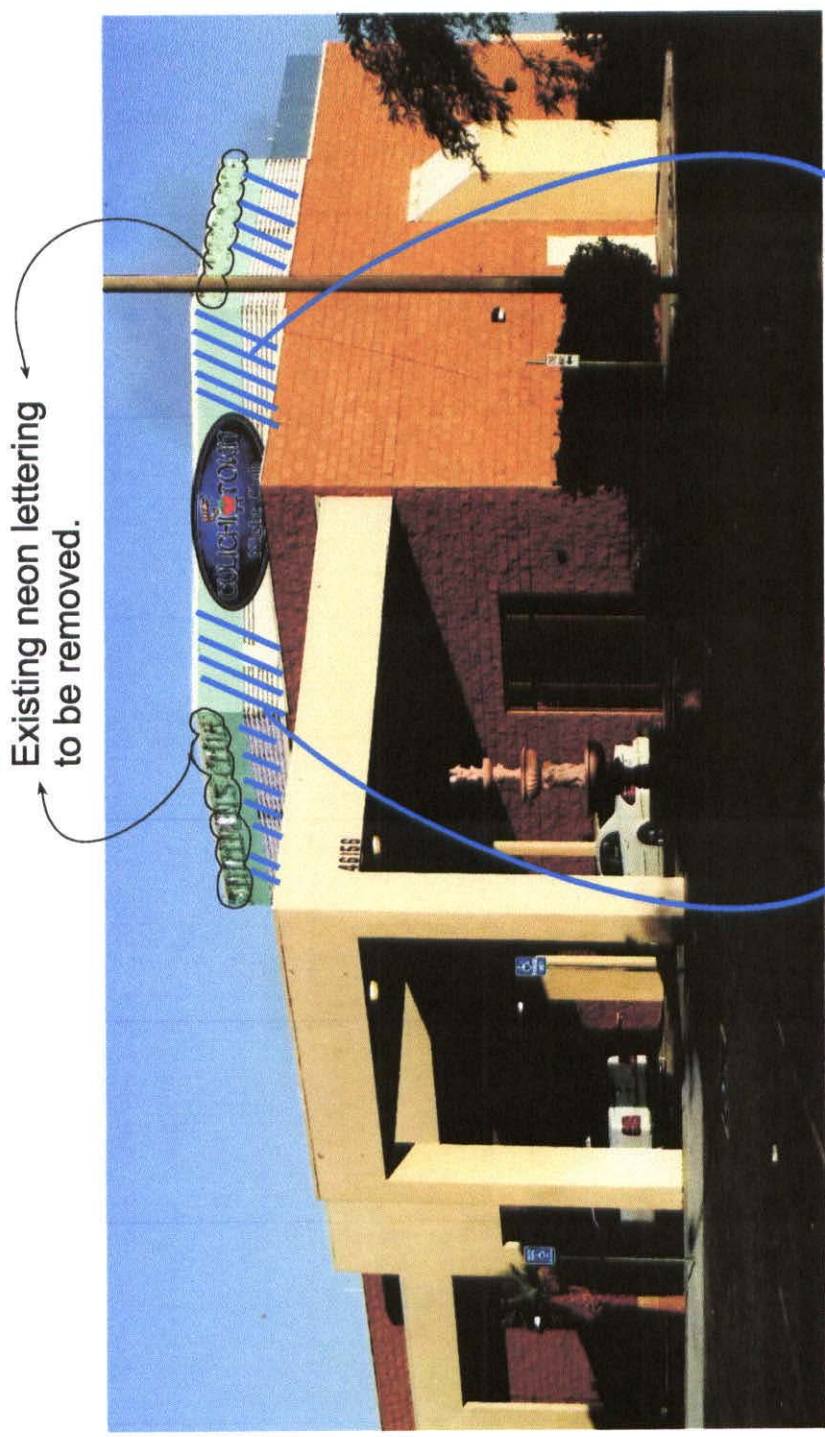
06 / 19 / 2014

SCALE

NTS

PROJECT

1 SIGNS BOX (REVERSE)



Dimension: Front 150'  
Side 75'

LANDLORD APPROVAL:

SIGNATURE:

DATE:

APPROVED AS IS:

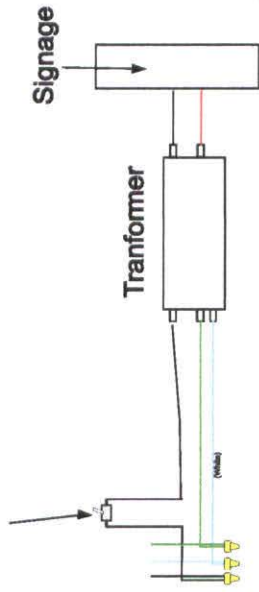
MAKE REVISIONS AND SUBMIT NEW PROOF:

CLIENT APPROVAL:

SIGNATURE:

DATE:

**WIRING DIAGRAM PLAN**



CLIENT  
Culichi Town

CONTACT  
Misael Guerrero

ADDRESS  
46156 Dillon Rd

City  
Tachela

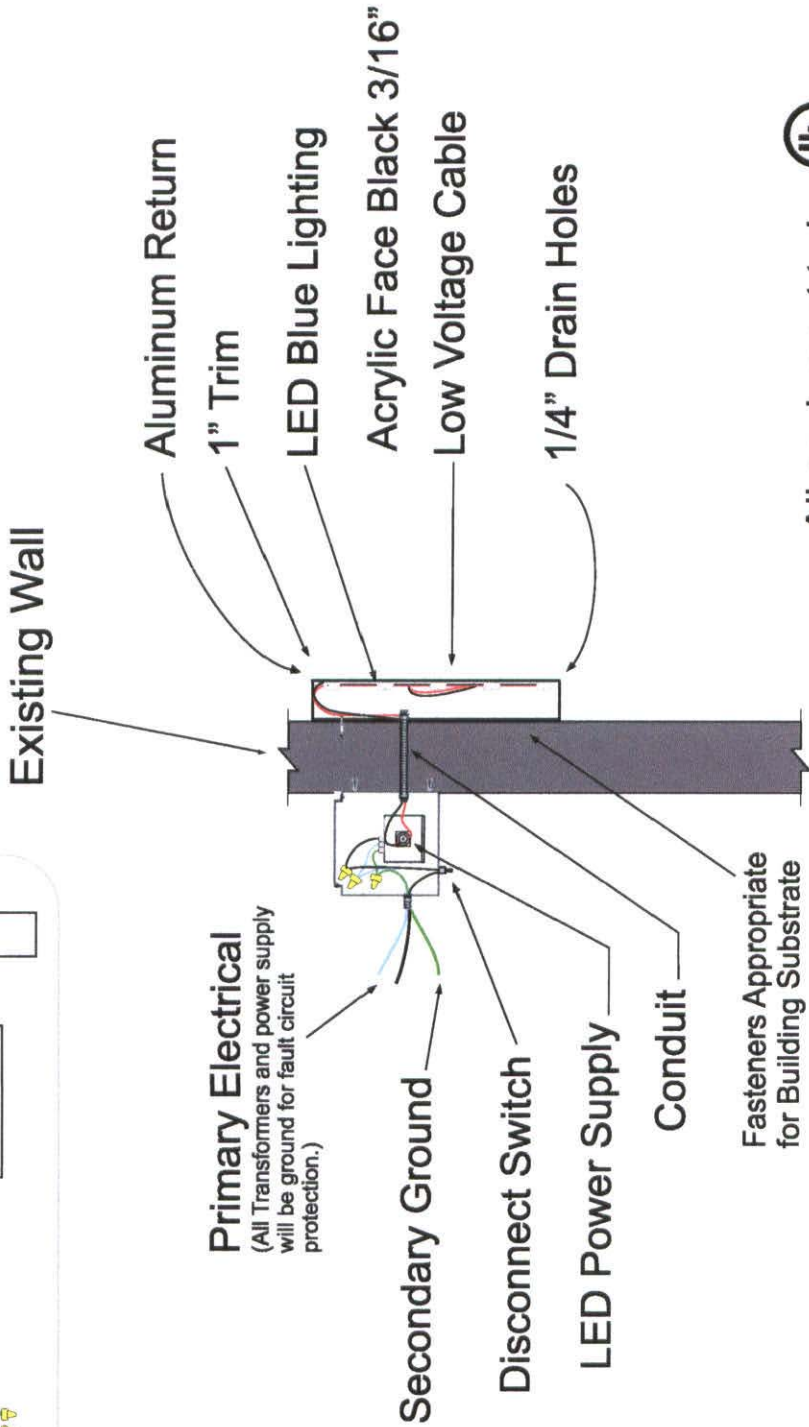
STATE  
CA

DESIGNER

DATE  
06 / 19 / 2014

SCALE  
NTS

PROJECT



All equipment to be **UL LISTED**

LANDLORD APPROVAL: SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 APPROVED AS IS:  MAKE REVISIONS AND SUBMIT NEW PROOF:

CLIENT APPROVAL: SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# 46156 Dillon Rd • Coachella, CA 92236



CLIENT

Culichi Town

CONTACT

Misael Guerrero

ADDRESS

46156 Dillon Rd

CITY

Coachella

STATE

CA

Page 422

DESIGNER

DATE

06 / 19 / 2014

SCALE

NTS

PROJECT

\*1 SIGNS BOX (REVERSE)

LANDLORD APPROVAL:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS IS:

MAKE REVISIONS AND SUBMIT NEW PROOF:

CLIENT APPROVAL:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Item 22.

# 46156 Dillon Rd • Coachella, CA 92236

CLIENT  
**Culichhi Town**

---

CONTACT  
**Misael Guerrero**

---

ADDRESS  
**46156 Dillon Rd**

---

CITY  
**Coachella**

---

STATE  
**CA**

---

DESIGNER

---

DATE  
**06 / 19 / 2014**

---

SCALE  
**NTS**

---

PROJECT

---

**\*1 SIGNS BOX (REVERSE)**



### LANDLORD APPROVAL:

APPROVED AS IS:  MAKE REVISIONS AND SUBMIT NEW PROOF:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

### CLIENT APPROVAL:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF COACHELLA, CA  
1515 SIXTH STREET  
COACHELLA, CA. 92236 (760) 398-3002

**Building Address:** \_\_\_\_\_

Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: \_\_\_\_\_

**Owner:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: \_\_\_\_\_

**Contractor:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: \_\_\_\_\_

State Lic. & Class: \_\_\_\_\_ City License #: \_\_\_\_\_

**LICENSED CONTRACTOR'S DECLARATION**

I hereby affirm under penalty of perjury that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: \_\_\_\_\_ License #: \_\_\_\_\_

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

**OWNER-BUILDER DECLARATION**

I, hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 703.1.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and professions Code) or that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own

employees provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder shall bear the burden of proving that he or she did not build or improve for the purpose of sale.)

Item 22.

I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.).

I am exempt under Sec. \_\_\_\_\_ B & P C for this reason

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

**WORKER'S COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: \_\_\_\_\_ Policy # \_\_\_\_\_ (This section need not be completed if the permit is for one hundred dollars (\$100) or less).

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

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

**WARNING:** Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, Interest, and Attorney's fees.

**CONSTRUCTION LENDING AGENCY**

I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name \_\_\_\_\_

Address: \_\_\_\_\_

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Date: 07-02-14 Applicant Signature: \_\_\_\_\_





City of Coachella  
760.398.2702

1 Reg1  
1419701-1 07/17/2014 BR1 T3  
Thu Jul17,2014 02:24PM Trans#88-88  
Name: QUALITY RELIABLE SERVICE  
Addr: 46156 DILLON RD COACHELLA,CA 922  
88 \$434.00 BLDG PER - building permi  
Customer #: 004167  
\* Permit #: BL-2014-07-10327  
Amt: \$434.00  
1 ITEM(S): TOTAL: \$434.00  
Visa PAID \$434.00

Thank You - Gracias por su pago  
Duplicate

**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**



DATE: 06/14/2016  
 PERMIT NO: EL-2016-06-01031  
 USE ZONE:  
 OCCUPANCY: CONSTR TYPE: SQ FT:

Item 22.

Inspection Request Require 24 Hour Notice  
 (760) 398-3002

Project Address: 46156 DILLON RD  
 COACHELLA CA 92236

Project Valuation: \$ 0.00  
 PARCEL #: 603102024  
 LOT #: 2  
 TRACT #: 0.00

Applicant's Name: ROBERT HOCINI  
 Owner's Name: ROBERT HOCINI  
 Owner's Address: 46156 DILLON RD  
 COACHELLA CA 92236

Phone: (310) 272-0638  
 Fax:

Contractor's Name:  
 Contractor's Address:

Phone:  
 Fax:  
 Business Lic:  
 State Licence:  
 Contact Phone:

Contact Person:

Project Name:  
 Permit Type: ELECTRICAL PERMIT  
 Description of Work: RESET ELECTRICAL METER ON EXISTING COMMERCIAL BUILDING "CULICHI TOWN"  
 Condition:

FEE(S):			
ELECTRICAL PERMIT FEE	\$115.00	ELECTRICAL SERVICE AMP	\$224.00

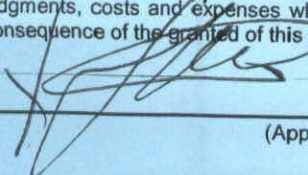
**TOTAL FEES: \$ 339.00**

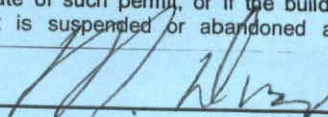
**CERTIFICATION APPEARING ON APPLICATIONS**

I have carefully examined the above completed \*Application and Permit\* and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

  
 (Applicant Signature)

  
 Building  
 6/14/14  
 Planning



**CITY OF COACHELLA  
BUILDING PERMIT  
COMMUNITY & DEVELOPMENT SERVICES**

DATE:  
PERMIT NO:  
USE ZONE:  
OCCUPANCY: CONSTR TYPE: SQ FT:

INSPECTION REQUEST REQUIRE 24 HOUR NOTICE  
(760) 398-3002

**Project Address:** 46156 Dillon Road  
*Dirección del Proyecto:* Coachella, CA 92236

**Project Valuation:** \_\_\_\_\_  
*Evaluación del Proyecto:* \_\_\_\_\_

**Applicant's Name:**  
*Nombre del Solicitante*  
**Owner's Name:** Robert Hocini

**PARCEL#**  
**LOT#:**  
**TRACT#:**  
**Phone Number:**  
*Numero de Telefono*

*Nombre del Propietario:*  
**Owner's Address:** 46156 Dillon Road  
*Dirección del Propietario:* Coachella, CA 92236

**Fax:**  
*Fax:*

**Contractor's Name:**  
*Nombre del Contratista*  
**Contractor's Address:**  
*Dirrección del Contratista:*

**Phone Number:** (310) 272-0638  
*Numero de Telefono:*  
**Fax:**  
*Fax:*

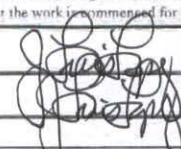
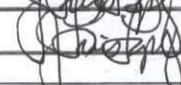
**Contact Person:**  
*Persona de Contacto*  
**Project Name/ Nombre del Proyecto:**  
**Permit Type/ Tipo de Permiso:**

**Bus Lic/ Licencia:**  
**State Lic/Licencia del Estado:**  
**Contact Phone:**  
*Teléfono de Contacto:*

**Description of Work/Descripción de los trabajos:**

Electricity (power turned on) or Activation

ELECTRICAL	MECHANICAL	PLUMBING
# OF SVCS 600 V/UP TO 200 AMPS	# AC/ BOILERS UP TO 100K BTU	# OF BACKFLOW DEVICES <=2"
# OF SVCS 600 V/ OVER 200 AMPS	# A/C BROILERS 100K-500K BTU	# OF BACKFLOW DEVICES >=2"
# OF SVCS 600 V/OVER 1000 AMPS	# AC/BROILERS 500K BTU-1M BTU	# OF PLUMBING FIXTURES
# OF TEMP POWER SERVICES	#AC/BROILERS 1M BTU- 1.75M BTU	# OF PRIVATE SEWAGE DISPOSAL
# OF SUB-POLES	# AC/BROILERS OVER 1.75M BTU	# OF SEPTIC TANKS
# OF ELECT GENERATORS/RIDES	# OF A/C UNITS	# OF SEWER CONNECTIONS
# OF BOOTH LIGHTING	# OF AIR HANDLERS < 10K CFM	# OF WATER SERVICE
# OF FIXTURES FOR REPAIR/ALT	# OF AIR HANDLERS > 10K CFM	# OF WATER HEATERS
# OF ELECTRICAL FIXTURES	# OF APPLIANCE VENTS	# OF GAS SYSTEMS
# OF RESIDENTIAL APPLIANCES	# OF FURNACES UP TO 100K BTU	# OF VACUUM/BACKFLOW DEVICES
# OF RECEPTACLES/SWITCHES/OUTLETS	# OF FURNACES OVER 100K BTU	# OF LAWNSPRINKLERS
# OF POWER APPARATUS	# OF INCINERATORS- DOMESTIC	# SWIMMING POOL/PUBLIC POOL
# OF PRIVATE SWIMMING POOL(S)	# OF EXHAUST FANS	# OF SWIMMING POOL/PUBLIC SPA
	# COMM. RANGE HOODS	# OF SWIMMING POOL/PRIVATE POOL
		# OF SWIMMING POOL/PRIVATE SPA
		# OF INDUST WASTE INTERCEPTOR

<p>CERTIFICATION APPEARING ON APPLICATIONS have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.</p>	<p>The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.</p>
<p>Applicant's Signature _____</p>	<p>  6/14/16                  Building _____   6/14/16                  Planning _____             </p>

9AM.



City of Coachella  
760.398.2702

1 Reg1  
1616601-1 06/14/2016 BR1 T2  
Tue Jun14,2016 04:27PM Trans#26-26  
Name: HOCINI ROBERT  
Addr: 46156 DILLON RD COACHELLA,CA 922  
26 \$339.00 BLDG PER - building permi  
Customer #: 005049  
\* Permit #: EL-2016-06-01031  
Amt: \$339.00  
1 ITEM(S): TOTAL: \$339.00  
Cash PAID \$340.00  
CHANGE DUE: \$1.00

Thank You - Gracias por su pago  
Duplicate

**Environmental Compliance Comments:**

- Facility will be required to submit detailed plumbing plans for water and sewer
- Facility will be required to submit a fixture count worksheet to determine additional loading
- Facility will be required to verify condition of existing or install a grease interceptor device
- Facility will be required to submit a wastewater survey for all food service establishments

Comments made by: **Berlinda Blackburn**

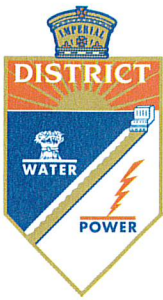
**Date: February 16, 2021**

Printed Name & Title: **Environmental/Regulatory Programs Manager**

Agency: **City of Coachella**

Telephone #: **760-501-8114**

Please return your comments to:  
CITY OF COACHELLA  
Attn: Luis Lopez, Development Services Director  
Development Services Department  
53-990 Enterprise Way  
Coachella, CA 92236  
(760) 398-3102x118



# IID

*A century of service.*

February 18, 2021

Mr. Luis Lopez  
Director  
Development Services Department  
City of Coachella  
1515 6th Street  
Coachella, CA 92236

SUBJECT: Coachella Canna Club Project in Coachella, CA; CUP No. 330, 331

Dear Mr. Lopez:

On February 10, 2021, the Imperial Irrigation District received from the City of Coachella Development Services Department, a request for agency comments on the preliminary information and design plans for the Coachella Canna Club project; Conditional Use Permit nos. 330 and 331. The applicant, Armen Paronyan/Coachella Can, LLC; proposes to establish a 7,170 sq. ft. retail cannabis business and consumption lounge and a take-out restaurant with outdoor seating and window service at 46-156 Dillon Road, Coachella, California (APN 603-102-024).

The IID has reviewed the project information and has the following comments:

1. IID will not begin any studies, engineering or estimate costs to provide electrical service to the project until the applicant submits a customer project application (available at <http://www.iid.com/home/showdocument?id=12923> and detailed loading information, panel sizes, project schedule and estimated in-service date. Applicant shall bear all costs associated with providing electrical service to the project, including but not limited to the construction of any additional facilities needed to extend electrical service to the proposed development such as distribution backbone feeders, distribution overhead and/or underground line extensions, the re-configuration of distribution circuits, transmission line extensions or other upgrades as well as applicable permits, zoning changes, landscaping (if required by the City) and rights-of-way and easements.
2. However, based on the preliminary information provided to the IID, the district can accommodate the power requirements of the project by extending distribution lines (conduit and cable) from existing facilities. The district's ability to provide service from existing infrastructure is based on currently available capacity, which may be impacted by future development in the area. It is important to note that a detailed and final study will be developed once a customer project application and loading calculations are received. This detailed information will allow IID to perform an accurate assessment and provide a full report of any potential impacts and mitigation measures. The conditions of service could change as a result of the additional studies.
3. Underground infrastructure that includes trenching, conduits, pull boxes, switch boxes and pads should be installed following IID approved plans. Physical field installation of

underground infrastructures should be verified and approved by an IID inspector prior to cable installation as per IID Developer's Guide (available at the district website <https://www.iid.com/home/showdocument?id=14229>).

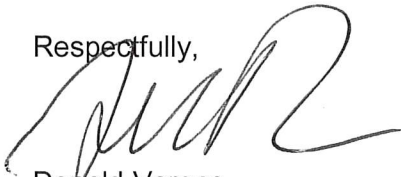
4. IID Regulations governing line extensions can be found at:  
No. 2 (<http://www.iid.com/home/showdocument?id=2540>),  
No. 13 (<http://www.iid.com/home/showdocument?id=2553>),  
No. 15 (<http://www.iid.com/home/showdocument?id=2555>),  
No. 20 (<http://www.iid.com/home/showdocument?id=2560>) and  
No. 23 (<https://www.iid.com/home/showdocument?id=17897>).
5. For additional information regarding electrical service for the project, the applicant should be advised to contact the IID Energy - La Quinta Division Customer Operations, 81-600 Avenue 58 La Quinta, CA 92253, at (760) 398-5841 and speak with the project development planner assigned to the area.
6. It is important to note that IID's policy is to extend its electrical facilities only to those developments that have obtained the approval of a city or county planning commission and such other governmental authority or decision-making body having jurisdiction over said developments.
7. The applicant will be required to provide rights-of-way and easements for any power line extensions and overhead or underground infrastructure needed to serve the project.
8. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion are available at <https://www.iid.com/about-iid/department-directory/real-estate>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements.
9. Relocation of existing IID facilities to accommodate the project and/or to accommodate street widening improvements imposed by the City will be deemed project-driven and all costs, as well as securing of rights of way and easements for relocated facilities, shall be borne by the applicant.
10. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully mitigated. **Any mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.**

11. Dividing a project into two or more pieces and evaluating each piece in a separate environmental document (Piecemealing or Segmenting), rather than evaluating the whole of the project in one environmental document, is explicitly forbidden by CEQA, because dividing a project into a number of pieces would allow a Lead Agency to minimize the apparent environmental impacts of a project by evaluating individual pieces separately, each of which may have a less-than-significant impact on the environment, but which together may result in a significant impact. Segmenting a project may also hinder developing comprehensive mitigation strategies. In general, if an activity or facility is necessary for the operation of a project, or necessary to achieve the project objectives, or a reasonably foreseeable consequence of approving the project, then it should be considered an integral project component that should be analyzed within the environmental analysis. The project description should include all project components, including those that will have to be approved by responsible agencies. The State CEQA Guidelines define a project under CEQA as “the whole of the action” that may result either directly or indirectly in physical changes to the environment. This broad definition is intended to provide the maximum protection of the environment. CEQA case law has established general principles on project segmentation for different project types. For a project requiring construction of offsite infrastructure, the offsite infrastructure must be included in the project description. *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App. 4th 713.

12. Applicant should be advised that landscaping can be dangerous if items are planted too close to IID’s electrical equipment. In the event of an outage, or equipment failure, it is vital that IID personnel have immediate and safe access to its equipment to make the needed repairs. For public safety, and that of the electrical workers, it is important to adhere to standards that limit landscaping around electrical facilities. IID landscaping guidelines are available at <https://www.iid.com/energy/vegetation-management>.

Should you have any questions, please do not hesitate to contact me at (760) 482-3609 or at [dvargas@iid.com](mailto:dvargas@iid.com). Thank you for the opportunity to comment on this matter.

Respectfully,



Donald Vargas  
Compliance Administrator II

- Enrique B. Martinez – General Manager
- Mike Pacheco – Manager, Water Dept.
- Marilyn Del Bosque Gilbert – Manager, Energy Dept.
- Constance Bergmark – Mgr. of Planning & Eng./Chief Elect. Engineer, Energy Dept.
- Enrique De Leon – Asst. Mgr., Energy Dept., Distr., Planning, Eng. & Customer Service
- Jamie Asbury – Assoc. General Counsel
- Vance Taylor – Asst. General Counsel
- Michael P. Kemp – Superintendent, Regulatory & Environmental Compliance
- Laura Cervantes – Supervisor, Real Estate





# CAL FIRE – RIVERSIDE UNIT RIVERSIDE COUNTY FIRE DEPARTMENT

Item 22.

**BILL WEISER - FIRE CHIEF**

77-933 Las Montañas Rd., Ste. #201, Palm Desert, CA 92211-4131 • Phone (760) 863-8886  
• Fax (760) 863-7072  
www.rvcfire.org

PROUDLY SERVING THE  
UNINCORPORATED AREAS  
OF RIVERSIDE COUNTY  
AND THE CITIES OF:

- BANNING
- BEAUMONT
- CANYON LAKE
- COACHELLA
- DESERT HOT SPRINGS
- EASTVALE
- INDIAN WELLS
- INDIO
- JURUPA VALLEY
- LAKE ELSINORE
- LA QUINTA
- MENIFEE
- MORENO VALLEY
- NORCO
- PALM DESERT
- PERRIS
- RANCHO MIRAGE
- RUBIDOUX CSD
- SAN JACINTO
- TEMECULA
- WILDOMAR

**BOARD OF SUPERVISORS:**

- KEVIN JEFFRIES  
DISTRICT 1
- KAREN SPIEGEL  
DISTRICT 2
- CHARLES WASHINGTON  
DISTRICT 3
- V. MANUEL PEREZ  
DISTRICT 4
- JEFF HEWITT  
DISTRICT 5

## Planning Case Conditions

**Date:** 2/11/21  
**City Case Number:** CUP 330 & 331  
**Project Name:** Coachella Cana Club  
**Planner:** Luis Lopez, Development Services Director  
**Reviewed By:** Chris Cox, Assistant Fire Marshal  
**Fire Department Permit Number:** FPCUP2100004  
 East Office of the Fire Marshal Responsibility

With respect to the conditions of approval for the referenced project, the Fire Department requires the following fire protection measures be provided in accordance with Riverside County Ordinances and/or recognized fire protection standards:

1. Construction Permits Fire Department Review: Submittal of construction plans to the Office of the Fire Marshal for development, construction, installation and operational use permitting will be required. Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews these plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code, and related codes, which are in effect at the time of building plan submittal.
2. Fire Lane Marking: Approved signs or other approved notices or markings that include the words NO PARKING - FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. A fire access site plan shall be reviewed and approved by the Office of the Fire Marshal prior to building permit issuance. Ref. CFC 503.3
3. Fire protection systems including but not limited to private fire hydrants, fire sprinkler systems and fire alarm systems shall be maintained operational. Documentation showing the performance of the required inspection, testing and maintenance shall be provided to the fire code official upon request. A permit shall be obtained from the Office of the Fire Marshal prior to modifying a fire protection system. CFC 901.6

4. Addressing: All commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01

These conditions are preliminary and further review will occur upon receipt of construction plans. Additional requirements may be required based upon the adopted codes at the time of submittal.

**Should you have any questions, or if some items are unclear, please phone our office at 760-863-8886 and speak with Assistant Fire Marshal Chris Cox to assist you with these conditions.**



**STAFF REPORT**  
**4/28/2021**

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

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

**SUBJECT:** Purchase and Sale Agreement – Sale of City Surplus Land to D.R. Horton Los Angeles Holding Company, Inc. located at the southeast corner of Avenue 50 and Calhoun Street, for a contract amount of \$3,870,000.00.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2021-27 authorizing the City Manager to execute a Purchase and Sale Agreement with D. R. Horton Los Angeles Holding Company, Inc. for the sale of 155 vacant residential lots located at the southeast corner of Avenue 50 and Calhoun Street for a contract amount of \$3,870,000.

**BACKGROUND:**

On November 18, 2020 the City Council authorized staff to enter into an Exclusive Right to Negotiate with D.R. Horton Los Angeles Holding Company, Inc. (buyer) to begin negotiations for the sale of City-owned land, in order to comply with the Surplus Property Act (CA Government Code Section 54220 et. seq.) for the parcels identified as APN 767-720-001 to -019, 767-721-001 to -036, 767-721-039 to -045, 767-722-001 to -016, 767-730-001 to 014, 767-730-016 to -050, 767-731-001 to -007, and 767-731-008 to -022 located at the southeast corner of Avenue 50 and Calhoun Street.

Staff has negotiated a Purchase and Sale Agreement (PSA) with the buyer, and is now seeking City Council authorization to execute the Agreement and open escrow for the sale of the land, pursuant to the terms of the PSA.

**DISCUSSION/ANALYSIS:**

Pursuant to the provisions of California Government Code Section 54220 et seq. (the “Act”), the City of Coachella (City) is required to notify those entities designated in Section 54222 of the Act of the availability for lease or purchase of City-owned land (the “development site”) for the purposes authorized in the Act, which land the City intends to declare surplus before the City Council takes action to dispose of it consistent with the Act and the City’s policies and procedures.

On February 24, 2021 the City Council declared the subject parcels as “Surplus Land” (Resolution No. 2020-14) pursuant to the Surplus Land Act, and identified the 155 lots in the title to the

resolution with APN's and included a map of the subdivided lots as an attachment. In the abundance of clarity, staff is re-stating the findings for declaration of surplus land for these 155 lots as part of the attached Resolution No. 2021-27. The buyer-signed PSA is attached to this staff report. Additionally, staff will be disclosing certain land use covenants (see Attached Declaration of land use covenants) as part of the sales transaction. And, staff will be notifying the California Department of Housing and Community Development (HCD) about the consummation of this agreement, based on a Surplus Land Act procedure that was commenced in September 2020 (see attached email from HCD).

Attached herein for City Council's review is a copy of the latest Purchase and Sale Agreement, signed by the buyer, for the sale of the subject parcels for \$3,870,000.00 subject to certain terms and conditions. The City Attorney's office has assisted staff with the PSA document and with its compliance with the Surplus Land Act.

**ALTERNATIVES:**

1. Adopt the attached Resolution No. 2021-27 authorizing the City Manager to execute the Purchase and Sale Agreement with D.R. Horton.
2. Continue this matter and provide staff direction.
3. Take no action.

**FISCAL IMPACT:**

Approximately 40% of the proceeds from this land sales transaction will replenish the City's Parkland Dedication development impact fee fund, because these monies were used when the City purchased the land, in anticipation of building a future public park. The remainder of the proceeds will be used for City General Fund purposes.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative #1 as stated above.

Attachments:     Resolution No. 2021-27  
                           HCD Email Response 09-10-20  
                           PSA signed by D.R. Horton  
                           Declaration of Land Use Covenants

**RESOLUTION NO. 2021-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE PURCHASE AND SALE AGREEMENT FOR 155 VACANT RESIDENTIAL LOTS LOCATED WITHIN TRACT NUMBERS 32074, 32074-1 AND 32074-2, ALSO IDENTIFIED AS ASSESSOR PARCEL NUMBERS (APNS) 779-272-001 THROUGH 779-272-016, 779-301-001 THROUGH 779-301-007, 779-300-001 THROUGH 779-300-007, 779-271-039 THROUGH 779-271-052, 779-300-008 THROUGH 779-300-014, 779-301-008, 779-300-015 AND 779-301-009 (PARCEL 1); APNS 779-270-001 THROUGH 779-270-019, 779-271-001 THROUGH 779-271-036, 779-271-037 AND 779-271-038 (PARCEL 2); AND APNS 779-300-016 THROUGH 779-300-050, 779-301-010 THROUGH 779-301-022, 779-300-051, 779-300-052, 779-301-023 AND 779-301-024 (PARCEL 3) TO D.R. HORTON LOS ANGELES COMPANY, INC.**

**WHEREAS**, Tract 32074, recorded on December 2, 2005, is a 37.3-acre 155-lot single-family residential subdivision located at the southeast corner of Avenue 50 and Calhoun Street in the City of Coachella (“City”), County of Riverside – commonly known as La Colonia II (the “Site”); and

**WHEREAS**, on or about September 9, 2020, the City, as fee owner of the Site and pursuant to the provisions of Government Code section 54220 *et seq.* (the “Surplus Land Act”), delivered a Notice of Availability (“NOA”) to those entities designated in Section 54222 of the Surplus Land Act, notifying them of the availability for lease or purchase of the Site; and

**WHEREAS**, the deadline for entities to respond to the NOA with a Notice of Interest (“NOI”) was, pursuant to Section 54222(e) of the Surplus Land Act, sixty (60) days after issuance of the NOA, or November 9, 2020; and

**WHEREAS**, as a result of the NOA, the City received three (3) timely NOIs (together, the “NOI Entities”), including one from D.R. Horton Los Angeles Company, Inc. (“Buyer”), and in order to determine whether good faith negotiations should commence with any NOI Entity, the City sent a questionnaire (“Questionnaire”) to each NOI Entity; and

**WHEREAS**, the City received responses from each NOI Entity to the Questionnaire (“Questionnaire Responses”); and

**WHEREAS**, in their Questionnaire Responses, none of the NOI Entities proposed to build any income-restricted affordable housing on the Site; and

**WHEREAS**, based on the foregoing, the negotiation and selection requirements of the Surplus Land Act did not apply, and therefore, the City was free to select the highest bidding developer among the NOI Entities for sale of the Site, which was Buyer; and

**WHEREAS**, on February 24, 2021, the City Council passed and approved Resolution No. 2021-14, which declared the Site, among other City-owned properties, as non-exempt “surplus land” pursuant to Section 54221(b)(1) of the Surplus Land Act; however, the Site was not accurately identified by APN in the resolution; and

**WHEREAS**, in an effort to ensure compliance with the Surplus Land Act, the City will make the necessary findings and declare the Site “surplus land” in this resolution as well; and

**WHEREAS**, the Site is not necessary for the City’s use, is currently not being put to any use by the City, and the City has no planned use for the Site; and

**WHEREAS**, the Site does not meet any of the applicable exemptions under the Surplus Land Act (Government Code section 54221(f)); and

**WHEREAS**, in order to meet the definition of “surplus land” in the Surplus Land Act, the local agency’s governing body must take “formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use”; and

**WHEREAS**, the City has determined that a sale of the Site to Buyer, subject to a restrictive covenant required by Section 54233 of the Surplus Land Act (the “Restrictive Covenant”), is in the best interests of the City and its residents; and

**WHEREAS**, to the extent Buyer intends to develop the Site for any purpose, Buyer acknowledges that any such development must comply with the Restrictive Covenant, the City’s General Plan, and zoning code, and/or it must obtain all necessary amendments thereto, as well as other approvals from the City, including, but not limited to, applicable entitlements, permits, and licenses; and

**WHEREAS**, on or about August 12, 2019, the City obtained a preliminary property appraisal for the Site, which appraisal indicates that the Site is worth approximately \$3,250,000.00; and

**WHEREAS**, on or about October 29, 2020, Buyer provided an offer letter to the City to purchase the Site for \$3,870,000; and

**WHEREAS**, the City desires to accept the offer from Buyer, as described in the Purchase and Sale Agreement, attached hereto and incorporated herein by reference as **Exhibit A** (the “PSA”); and

**WHEREAS**, approval of the PSA shall be subject to the Restrictive Covenant, which is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, on April 28, 2021, the City Council conducted a public hearing to consider facts as presented in the staff report prepared for approval of the PSA, and to accept public testimony regarding this proposed property sale.

**.NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1. Recitals.** All of the above recitals are true and correct and incorporated herein by reference.

**SECTION 2. Surplus Land Findings and Declaration.** The City Council hereby finds and declares that the Site is not necessary for the City's use and is surplus land, as defined in Government Code section 54221, based on the true and correct written findings found in this Resolution, which shall be incorporated herein by reference.

**SECTION 2. Approval.** The City Council hereby approves sale of the Site to Buyer for valuable consideration and approves the related PSA. The City Council hereby finds that the sale of the Site to Buyer is in the best interest of the City for the above stated reasons.

**SECTION 3. Signature Authority.** The Mayor is authorized to take any and all actions necessary to facilitate the purposes of this Resolution including, without limitation, execution of the PSA and any documents required for recording in the Recorder's office for the County of Riverside.

**SECTION 4. CEQA.** The City Council finds that the approval of this Resolution is not subject to the California Environmental Quality Act ("CEQA") under Title 14 of the California Code of Regulations, Section 15312 (Class 12, sale of surplus properties). Further, pursuant to Sections 15060(c)(2), the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment.

**SECTION 5. Effective Date.** This Resolution shall take effect upon adoption by the City Council.

**PASSED, APPROVED and ADOPTED** this 28<sup>th</sup> day of April 2021.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda, City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney



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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-27 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 28<sup>th</sup> day of April 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk

**From:** PublicLands@HCD <publiclands@hcd.ca.gov>  
**Sent:** Thursday, September 10, 2020 11:21 AM  
**To:** Luis Lopez <llopez@coachella.org>  
**Subject:** RE: City of Coachella - 155 Single Family Residential lots

Good morning Luis,

HCD has received the City of Coachella’s 9/9/2020 notice of availability. As the list is currently updated weekly, I would expect your submittal to appear on the list next week.

Thank you,



***Harrison Anixter***

Housing and Community Development Specialist  
Housing and Community Development  
2020 W. El Camino Avenue, Suite 500 | Sacramento, CA 95833  
Phone: 916.263.1781



**From:** Luis Lopez <llopez@coachella.org>  
**Sent:** Thursday, September 10, 2020 11:14 AM  
**To:** PublicLands@HCD <publiclands@hcd.ca.gov>  
**Subject:** City of Coachella - 155 Single Family Residential lots

Greetings,

Yesterday I sent an e-mail for a surplus property land sale offering by the City of Coachella, to all Interested Housing Developers on the HCD Website.

Please confirm receipt, as you were cc’d on yesterday’s email.

I have filled out the information for your matrix below. Currently it is not showing my submittal.

Local Agency	Date Notice Sent Via Certified Mail/Provided Via Electronic Mail	Due Date for Purchase Offers/Intent to Purchase	Weblink to Notice	Parcel Number(s) (APN)	Address	Size
City of Coachella	9/9/2020	11/9/2020	N/A	767-720-001 to -019 767-721-001 to -036 767-721-039 to -045 767-722-001 to -016 767-730-001 to 014 767-730-016 to -050 767-731-001 to -007 767-731-008 to -022	SE Corner of Avenue 50 and Calhoun Street	37.3 acres (155 lots)

Thanks,

**Luis Lopez, J.D.** | Development Services Director  
 City of Coachella – Permit Center  
 53-990 Enterprise Way ° Coachella, CA 92236  
 Office: (760) 398-3102 ext. 118  
 Mobile: (760) 625-6307  
 Fax: (760) 398-5421  
[LLopez@coachella.org](mailto:LLopez@coachella.org) ° [Website \[coachella.org\]](http://Website [coachella.org])



City Hall Hours:  
Monday – Thursday 7:00 a.m. to 6:00 p.m.  
**Closed Fridays**

*CONFIDENTIALITY NOTICE: This communication contains legally privileged and confidential information sent solely for the use of the intended recipient. If you are not the intended recipient of this communication you are not authorized to use it in any manner, except to immediately destroy it and notify the sender.*

PURCHASE AND SALE AGREEMENT AND  
ESCROW INSTRUCTIONS

BY AND BETWEEN

CITY OF COACHELLA

("Seller")

and

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.

("Buyer")

PURCHASE AND SALE AGREEMENT AND  
ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("**Agreement**") is dated for reference purposes only as of April 1, 2021, by and between CITY OF COACHELLA, a municipal corporation organized and existing under the laws of the State of California ("**Seller**"), and D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation ("**Buyer**"), with reference to the facts set forth below and constitutes (i) a contract of purchase and sale between the parties and (ii) escrow instructions to First American Title Insurance Company ("**Escrow Holder**").

**RECITALS**

A. Seller owns certain real property consisting of approximately 37.3 acres ("**Land**") in the City of Coachella ("**City**"), County of Riverside, State of California, and more particularly described on **Exhibit A** attached hereto, together with all improvements thereon and all and singular rights and appurtenances pertaining thereto, including, but not limited to, (1) all easements, privileges, entitlements, rights of way and appurtenances benefiting such land; (2) development rights (including, but not limited to, all governmental licenses, permits, approvals, applications, subdivision maps, entitlements, certificates, rights under any development agreements, school fee mitigation agreements, building permit and development allocations, prepaid permits and fees, reimbursements and deposits and any other development rights relating to the Land); (3) air rights, water rights, mineral, oil and gas and other subsurface rights; (4) all right, title, and interest of Seller in and to adjacent streets, alleys, easements, and rights-of-way; and (5) to the extent within the actual possession or control of Seller, all plans and specifications relating to the Land, and all engineering, environmental, soil, seismic and geologic reports, studies and certificates and other documents relating to the Land (all of such real property, rights, and appurtenances being hereinafter referred to collectively as the "**Property**").

B. The Property is planned to consist of approximately 155 Residential Lots and other common area lots.

C. Buyer desires to purchase the Property from Seller and Seller has agreed to convey the Property to Buyer in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the recitals set forth above, the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

**ARTICLE 1**  
**DEFINED TERMS**

Unless the context otherwise provides, the following terms shall have the meanings set forth below.

1.1 "**Affiliate**" means any person or entity that controls, is controlled by or is under common control with another person or entity, with "control" for purposes of this sentence meaning at least fifty percent (50%) ownership of the managing equity interests in the controlled entity.

1.2 "**Agreement**" means this Purchase and Sale Agreement and Escrow Instructions between Seller and Buyer.

1.3 "**Business Day**" refers to any day other than (a) a Saturday or Sunday or legal holiday in the State of California, or (b) a day on which state, federal or municipal offices in the County are closed for the conduct of business.

1.4 **"Buyer Parties"** means the past, present and future officers, directors, partners, members, shareholders, employees, agents, contractors, consultants, representatives, agents, Affiliates of Buyer and any Land Bank Entity and their respective successors and assigns.

1.5 **"Buyer's Internal Reports"** means all financial analysis, appraisals, internally generated analysis, reports and communications, attorney work product, all environmental reports, including, without limitation, any Phase I or Phase II environmental assessment, architectural and/or house plans prepared by or for Buyer's behalf, and all other proprietary, privileged and confidential information.

1.6 **"Buyer's Materials"** means all documents, agreements, reports, studies, correspondence, drawings and other materials prepared by Buyer or on Buyer's behalf in connection with Buyer's due diligence investigations of the Property, except for Buyer's Internal Reports.

1.7 **"California Form 593"** means a California Franchise Tax Board Form 593 to satisfy the requirements of California Revenue and Taxation Code Sections 18662 *et seq.*, which is to be executed by Seller and delivered to Buyer upon and concurrently with the Close of Escrow.

1.8 **"Cash"** means (a) cashier's check(s) currently dated and payable to Escrow Holder or Seller, as required under this Agreement, drawn and paid through a California banking institution, tendered to Escrow Holder or Seller, as required under this Agreement at least one (1) additional Business Day before funds are required to be available in Escrow or (b) an amount credited by wire transfer into Escrow Holder's or Seller's bank account as required under this Agreement.

1.9 **"Certificate of Non-Foreign Status"** means a Certificate of Non-Foreign Status certifying Seller is a non-foreign person in the form attached hereto as **Exhibit D**, which is to be executed by Seller and delivered to Buyer upon and concurrently with the Close of Escrow.

1.10 **"City"** means the City of Coachella, California.

1.11 **"Claims"** means any and all claims, actions, causes of action, rights, defenses, demands, allegations, damages, fines, penalties, liabilities, losses, encumbrances, liens, obligations, settlements, judgments, awards, appeals, costs and expenses of any kind or character in law, equity or otherwise, whether direct, indirect, contingent, consequential, matured, unmatured, foreseeable or unforeseeable, including actual fees and costs of attorneys, expert witnesses and other consultants, costs of investigation and defense (whether or not such matter is ultimately defeated) and of any good faith settlement, regardless of whether any such matter results from, or is subject to, the application of the principles of strict liability or negligence of any type (active, passive, primary, secondary, ordinary or gross), breach of contract, breach of express or implied warranty, equitable indemnity, implied indemnity, express indemnity, apportionment or contribution, trespass or nuisance.

1.12 **"Close of Escrow" or "Closing"** means the consummation of the purchase of the Property by Buyer from Seller and the recordation of the Grant Deed in accordance with this Agreement.

1.13 **"Closing Date"** means the date that is fifteen (15) Business Days after Seller's receipt of the Notice of Suitability from Buyer in accordance with **Section 3.1**, which Closing Date shall be subject to extension(s) as provided herein.

1.14 **"Corporate Approval"** has the meaning set forth in **Section 15.20**.

1.15 **"County"** means the County of Riverside, California.

1.16 **"Deposit"** means collectively, the First Deposit and the Second Deposit, including all interest earned thereon.

1.17 **"Due Diligence Period"** means the period commencing on the Effective Date and terminating at 5:00 p.m. PST on the date that is the later of (a) forty-five (45) days after the Effective Date or (b) five (5) Business Days after Buyer receives written confirmation that the Buyer Conditions set forth in **Sections 4.1.11** and **4.1.12** have been or will be satisfied as of the Closing Date, which determination shall be made by Buyer in its sole and absolute discretion. The Due Diligence Period shall be automatically extended on a day-to-day basis due to Force Majeure and shall be subject to any other extensions as provided herein.

1.18 **"Effective Date"** means the later of the following dates: (a) the date of Seller's signature; (b) the date of Buyer's signature; or (c) the date of the Corporate Approval.

1.19 **"Escrow"** means the escrow opened by Escrow Holder pursuant to the terms of this Agreement.

1.20 **"Escrow Holder"** means First American Title Insurance Company.

1.21 **"Final Approval"** means approval by the applicable Governmental Agency of an action or matter and expiration of any applicable period for any appeal, challenge or referendum relating to the approval of such action or matter, with no appeal, challenge or referendum having been filed, or if an appeal, challenge or referendum has been filed, such appeal, challenge or referendum has been finally resolved in a manner acceptable to Buyer in its sole and absolute discretion.

1.22 **"First Deposit"** means a Cash deposit in an amount equal to Fifty Thousand Dollars (\$50,000) made by Buyer in accordance with the terms of **Section 2.3.1**, including any interest earned thereon.

1.23 **"Force Majeure"** means events beyond Buyer's reasonable control, including but not limited to acts of God, war, riot, civil disobedience or disturbance, weather, impracticality, accident, strike or other labor disputes, delays of suppliers, contractors or carriers, fire, flood or casualty, governmental or judicial actions, governmental shut downs and/or delays, quarantine and/or other disease control measures related to a public health crisis, and shortages of material, components, fuel, labor or facilities.

1.24 **"General Assignment"** means a General Assignment in the form attached hereto as **Exhibit C**, which is to be executed by Seller and Buyer and delivered to Buyer upon and concurrently with the Close of Escrow.

1.25 **"Governmental Agency(ies)"** means any local, city, county, state and/or federal governmental or quasi-governmental agencies, authorities or regulatory bodies administrative agencies, community facilities districts or other districts, and any public or private utility companies having jurisdiction over the Property.

1.26 **"Grant Deed"** means a Grant Deed in the form attached hereto as **Exhibit B** conveying the Property to Buyer.

1.27 **"Hazardous Materials"** means any hazardous or toxic material, substance, irritant, chemical or waste, which is (a) defined, classified, designated, listed or otherwise considered under any Hazardous Materials Law as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (b) toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any Governmental Agency, (c) asbestos and asbestos containing materials, (d) an oil, petroleum, petroleum based product or petroleum additive, derived substance or breakdown product, (e) urea formaldehyde foam insulation, (f) polychlorinated biphenyls (PCBs), (g) freon and other



chlorofluorocarbons, (h) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (i) lead-based paint and (j) mold, rot, fungi and bacterial matter and includes the following substances to the extent such substances would constitute a hazardous substance under the applicable law as of the Effective Date, including: (i) the substances included within the definitions of the terms "hazardous substance" or "hazardous material" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, and regulations promulgated thereunder, as amended, (ii) the substances included within the definitions of the terms "hazardous substance" or "hazardous material" under the California Carpenter-Presley-Tanner Hazardous Substance Account Act, California HEALTH & SAFETY CODE § 25300 *et seq.*, and regulations promulgated thereunder, as amended, (iii) the substances included within the definitions of the terms "hazardous substance" or "hazardous waste" under the Hazardous Materials Release Response Plans and Inventory Act, California HEALTH & SAFETY CODE § 25500 *et seq.*, and regulations promulgated thereunder, as amended, (iv) any waste listed as or meeting the identified characteristics of a "hazardous waste" under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, and regulations promulgated thereunder, as amended, and (v) any waste meeting the identified characteristics of "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under the California Hazardous Waste Control Law, California HEALTH & SAFETY CODE § 25100 *et seq.*, and regulations promulgated thereunder, as amended.

1.28 **"Including"** and any similar term means "including, without limitation."

1.29 **"Land Bank Entity"** means a land bank entity or other entity that facilitates the acquisition, development or disposition of all or a portion of the Property, or a joint venture in which Buyer or an Affiliate of Buyer is a member.

1.30 **"Opening of Escrow"** means the date Escrow Holder executes the consent of Escrow Holder which consent shall be executed by Escrow Holder within two (2) Business Days after delivery of this Agreement to Escrow Holder by the parties.

1.31 **"Permitted Deadline/Closing Day"** means a Tuesday, Wednesday or Thursday which is a Business Day.

1.32 **"Permitted Exceptions"** has the meaning set forth in **Section 3.4**.

1.33 **"Property Documents"** means the documents and information described in **Section 3.2**.

1.34 **"Purchase Price"** means the Purchase Price for the Property calculated pursuant to **Section 2.2**.

1.35 **"Residential Lot(s)"** means a single family residential lot within the Property upon which Buyer intends to construct a residential dwelling unit.

1.36 **"Second Deposit"** means a Cash deposit in an amount equal to One Hundred Thousand Dollars (\$100,000) made by Buyer in accordance with the terms of **Section 2.3.2**, including any interest earned thereon.

1.37 **"Seller Parties"** means the past, present and future officers, directors, partners, members, shareholders, employees, agents, representatives and Affiliates of Seller, and their respective successors and assigns.

1.38 **"Title Company"** means First American Title Company.

1.39 **"Title Policy"** means the Title Company's standard coverage form of ALTA Owner's Policy of title insurance in favor of Buyer insuring Buyer as the fee owner of the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions.

**ARTICLE 2**  
**AGREEMENT OF PURCHASE AND SALE**

2.1 **Sale of Property.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller all of Seller's right, title and interest in and to the Property, pursuant to the terms and conditions set forth in this Agreement.

2.2 **Purchase Price.** The Purchase Price for the Property shall be an amount equal to Three Million Eight Hundred Seventy Thousand Dollars (\$3,870,000).

2.3 **Deposit.**

2.3.1 **First Deposit.** Within three (3) Business Days after the Opening of Escrow, Buyer shall deliver to Escrow Holder the First Deposit. If Buyer delivers the Notice of Suitability pursuant to **Section 3.1**, the First Deposit shall be non-refundable to Buyer and shall remain in Escrow until the Closing, except as otherwise provided herein. If Escrow closes for the Property, the First Deposit shall be applicable to the Purchase Price for the Property. If Buyer fails to deliver the First Deposit as and when required, Buyer shall not be deemed in default, but this Agreement shall automatically terminate, and the parties hereto shall have no further obligation to each other except for those obligations which expressly survive termination of this Agreement.

2.3.2 **Second Deposit.** Within three (3) Business Days after the delivery of the Notice of Suitability, Buyer shall deliver to Escrow Holder the Second Deposit, which along with the First Deposit shall be non-refundable to Buyer and shall remain in Escrow until the Closing, except as otherwise provided herein. If Escrow closes for the Property, the Second Deposit shall be applicable to the Purchase Price for the Property.

2.4 **Balance of Purchase Price.** On or before the Closing Date, Buyer shall deposit into Escrow an amount equal to the Purchase Price less the amount of the Deposit.

2.5 **Independent Consideration.** A portion of the First Deposit in the amount of Five Thousand Dollars (\$5,000) shall be paid to Seller as consideration for having entered into this Agreement ("**Independent Consideration**"). The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and options to terminate the Agreement as provided herein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds into Escrow. The Independent Consideration is non-refundable under all circumstances, except in the event of a default by Seller, and is applicable to the Purchase Price.

**ARTICLE 3**  
**DUE DILIGENCE PERIOD AND REVIEW OF TITLE**

3.1 **Due Diligence Period.** During the Due Diligence Period, Buyer shall investigate and approve all matters relevant to its ownership, use, occupancy, maintenance, enjoyment, entitlement, development, construction, marketing, leasing and sale of the Property. Such investigations shall include, subject to the provisions of this **ARTICLE 3**, an investigation and review of all matters that Buyer deems relevant to its proposed acquisition of the Property, including:

- (a) the status of title, as set forth in **Section 3.4**;
- (b) the physical condition of the Property, including applicable geologic, environmental, physical and seismic conditions and all other aspects regarding the condition of the Property and any work performed by Seller;

- (c) the condition and adequacy of any existing improvements on and to the Property, including any construction or design defects that may exist, and the need for additional improvements to complete the development, construction, marketing, leasing and sale of the Property;
- (d) the status of any existing entitlements, permits or approvals for the Property and the need for additional entitlements, approvals and permits;
- (e) the permit and approval status of the Property;
- (f) the economic feasibility of owning and/or marketing the Property for residential purposes or another use;
- (g) applicable laws and ordinances;
- (h) the results of any reports and studies commissioned by Buyer;
- (i) the content of the Property Documents;
- (j) the value or use of the Property;
- (k) any owners associations and any assessments thereof;
- (l) any assessment districts and any special taxes or assessments thereof;
- (m) the existence of any Hazardous Materials or any threatened or endangered species or archeological artifacts; and
- (n) the imposition or increase of any fees, exactions or conditions of approval by any Governmental Agency.

In the event a Phase I environmental assessment of the Property recommends a Phase II environmental assessment or further investigations and/or reports as Buyer may require due to the recommendation and conclusion obtained in Buyer's Phase I environmental assessment or other environmental reports, Buyer may, by written request, extend the Due Diligence Period for the period of time necessary for Buyer to obtain such additional assessments, investigations or reports not to exceed an additional forty-five (45) days.

Buyer shall have the right to satisfy itself regarding the suitability of the Property at its sole and absolute discretion. Prior to expiration of the Due Diligence Period, Buyer may deliver a notice of its approval ("**Notice of Suitability**") of its due diligence investigations. Notwithstanding anything contained herein to the contrary, **the Notice of Suitability, if delivered by Buyer explicitly named in this Agreement or an Affiliate of said Buyer, shall not be effective unless such Notice of Suitability shall have been signed by any one of Donald R. Horton, David V. Auld, Michael J. Murray, Bill W. Wheat, or J. Matt Farris.** If (1) Buyer fails to send Seller the Notice of Suitability on or before the last day of the Due Diligence Period and such failure continues for a period of three (3) Business Days after written notice from Seller, or (2) if Buyer sends to Seller a notice terminating this Agreement prior to Buyer's delivery of a Notice of Suitability, this Agreement shall automatically terminate, the Deposit, together with all interest thereon, will be returned to Buyer and the parties hereto shall have no further obligation to each other except for those obligations which expressly survive termination of this Agreement.

3.2 **Property Documents.** To the extent in Seller's possession, all documents related to the Property shall be delivered to Buyer electronically (e.g., via flash drive or sharefile) within five (5) Business Days after the Effective Date and (to the extent applicable and within Seller's possession) Seller shall also provide access to or copies of all documents and information regarding (i) all tax bills and notices of appraised value relating to the Property, including, without limitation, real property, personal property, and

special assessment notices and property valuation statements for the current year and the prior years of Seller's ownership; (ii) the soils and geological condition of the Property, including, without limitation, all engineering and soil tests and reports, hydrology studies, and hydraulic analyses; (iii) the availability and status of utilities, including, without limitation, water or other utility contracts or will-serve letters; (iv) preliminary plans or maps, including, without limitation, all permits, zoning approvals, minutes of hearings, correspondence, instructions, improvement agreements, conditions of approval; (v) environmental issues (including, without limitation, any Phase I assessments); (vi) any prior land or title surveys, topographical surveys, and other surveys; (vii) status of title; and (viii) all improvements for the Property (collectively, "**Property Documents**"). Seller makes no representation whatsoever about the content, accuracy, completeness or value of any of Property Documents. All Property Documents will be provided to Buyer without warranty from Seller regarding the accuracy or completeness of the information contained therein, and such documents may or may not be assignable to Buyer. The delivery of such reports and studies shall be subject to the proprietary rights of any engineer or other consultant preparing the same and any limitations on use imposed by them. Buyer assumes all risk of reviewing and understanding any and all information contained in Property Documents. Buyer acknowledges the delivery of such Property Documents is without any representation or warranty from Seller, and, thus, Seller shall have no liability, and is hereby released from any liability, to Buyer its successors and/or assigns, with respect to the Property Documents, including, without limitation any liability for misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in the Property Documents.

### 3.3 **Due Diligence Investigations.**

3.3.1 **Right of Access.** Buyer and the Buyer Parties shall have the right of access to the Property from and after the Effective Date of this Agreement and during the term of the Escrow for the purpose of conducting due diligence investigations, and Buyer shall have the right to conduct tests of the soils and obtain core samples. Buyer shall, in all activities undertaken pursuant to this **Section 3.3.1**, comply with and cause the Buyer Parties to comply with all federal, state and local laws, statutes, orders, codes, ordinances, rules, regulations, plans, policies and decrees. Except as provided below, Buyer agrees to indemnify, protect, defend and hold Seller harmless from and against any and all Claims to the extent directly caused by the acts of Buyer or any of the Buyer Parties in connection with the performance of any investigation or other activities upon the Property contemplated herein; provided, however, that the foregoing obligations to indemnify, protect, defend and hold Seller harmless shall not extend to any Claim to the extent arising out of (i) the acts or omissions of Seller, any of the Seller Parties, or Seller's consultants, contractors, subcontractors, tenants or invitees, (ii) any diminution in value in the Property arising from or relating to matters discovered by Buyer or any of the Buyer Parties during Buyer's investigation of the Property; (iii) any defects in the Property discovered by Buyer or any of the Buyer Parties; (iv) the existence of any Hazardous Materials discovered (but not deposited) on or under the Property by Buyer or any of the Buyer Parties; and (v) any government action which results from such tests, studies or reports. Buyer's indemnity obligations under this **Section 3.3.1** shall survive Buyer's termination of this Agreement. Buyer agrees to pay promptly all costs associated with its investigations of the Property and to not permit any lien or encumbrance to be asserted against the Property because of Buyer's activities.

3.3.2 **Insurance.** Prior to any entry onto the Property contemplated by this **Section 3.3**, Buyer and/or any of the Buyer Parties shall secure and maintain, at no expense to Seller, a commercial general liability insurance policy the combined single limit not less than \$1,000,000.00 per occurrence and general aggregate limit of not less than \$3,000,000.00 for bodily injury and property damage, covering all Claims which may arise out of or from Buyer's actions during Buyer's due diligence investigations. Such insurance policies shall name Seller as an additional insured, and Buyer shall promptly notify Seller upon receiving any notice of termination with respect to such policy.

3.3.3 **Restoration.** Should Buyer's right to purchase the Property terminate, Buyer shall, at its expense, restore any damage to the Property or such portion thereof directly caused by the conduct of any such investigations so as to restore the Property (or such portion thereof) to a condition as close as possible to the same condition in which it was prior to Buyer's entry onto the Property. In case Buyer shall fail to restore the Property (or such portion thereof) to its prior condition within ten (10) Business Days after written notice from Seller, Seller may proceed with such restoration work at the expense of Buyer. Costs

and expenses so incurred by Seller shall be reimbursed by Buyer within thirty (30) days of written demand therefor.

3.4 **Title Commitment.** Within five (5) Business Days after the Opening of Escrow, Seller shall cooperate with Buyer to cause the Title Company to furnish to Buyer a title commitment ("**Title Commitment**") for issuance of an ALTA Extended Owner's Policy of Title Insurance covering all of the Property to be purchased by this Agreement in an amount equal to the Purchase Price, issued by the Title Company together with certified copies of all instruments reflected as exceptions therein, including, but not limited to, any easements, restrictions, reservations, terms, covenants, or conditions which may be applicable to or enforceable against any of the Property. The Title Commitment will show Seller to be owner of fee simple title and will contain the "standard printed exceptions." Within ten (10) days after receipt of the Title Commitment ("**Title Review Period**"), Buyer shall notify Seller in writing of Buyer's disapproval of any exception shown on the Title Commitment ("**Disapproved Exception**"). Any mortgage, deed of trust, mechanic's lien, delinquent tax lien, judgment lien or other monetary lien shown on the Title Commitment, if any, shall be removed by Seller at its expense before or at the Closing ("**Monetary Liens**"). Any exception not approved by Buyer in writing within the Title Review Period shall be deemed a Disapproved Exception. Only exceptions accepted by Buyer or to which Buyer waives its objection by written notice shall be deemed accepted by Buyer ("**Permitted Exceptions**"). Within five (5) Business Days after receiving timely notice of any Disapproved Exception from Buyer, Seller shall deliver written notice to Buyer specifying whether Seller will remove the Disapproved Exception from the Title Commitment, except that Seller shall be required to remove all Monetary Liens as provided above. If Seller does not agree to remove any Disapproved Exception or fails to deliver such notice to Buyer, then Buyer may (i) waive Buyer's prior disapproval and proceed to close Escrow, or (ii) terminate this Agreement, in which event Escrow Holder shall cancel the Escrow and promptly return the Deposit to Buyer and all other documents and funds to the depositing party, and except as otherwise specified in this Agreement, the parties hereto shall have no further obligation to each other except for those obligations which expressly survive termination of this Agreement. Possession shall be delivered at Closing free and clear of all matters, except the Permitted Exceptions. Seller shall not cause or permit any new exceptions to be recorded with respect to the Property that are not reflected in the Title Commitment unless approved by Buyer in writing. Seller agrees to provide such affidavits and other documents as the Title Company may require to delete all exceptions for rights of possession or for mechanic's liens from the Title Policy.

#### **ARTICLE 4** **CLOSING CONDITIONS**

4.1 **Buyer Conditions.** Buyer's obligation to proceed to Closing shall be conditioned and contingent upon the satisfaction or written waiver by Buyer, not later than the Closing Date, of each of the following conditions (collectively, "**Buyer Conditions**"):

4.1.1 **Title Policy.** The Title Company issuing the Title Policy to Buyer.

4.1.2 **Notice of Suitability.** Buyer's delivery of the Notice of Suitability pursuant to

#### **Section 3.1.**

4.1.3 **No Change.** From delivery of the Notice of the Suitability to the Close of Escrow, there shall have been no material adverse changes in the condition, status or fitness of any portion of the Property for Buyer's intended use or in the facts or circumstances concerning the Property.

4.1.4 **Hazardous Materials.** As of the Close of Escrow, there shall be no known Hazardous Materials brought onto the Property by Seller which would prevent the development of the Property.

4.1.5 **Litigation.** As of the Close of Escrow, there shall be no litigation pending or threatened relating to or affecting the Property or the performance of this Agreement.

4.1.6 **No Moratorium, Etc.** As of the Close of Escrow, there shall be no moratorium, prohibition or any other measure, rule, regulation or restriction, including without limitation, any moratorium on the provision of or hook-up to public utilities, which was not in force as of the date of this Agreement and whose effect would be to preclude any inspections, or the issuance of any building or other permits, or construction, sale and occupancy of single family homes as contemplated by Buyer on any portion of the Property.

4.1.7 **Environmental Condition.** As of the Close of Escrow, there shall be no recognized environmental hazards on any portion of the Property and the Property shall be in compliance, in all material respects, with the Phase I site assessment completed for the Property by Buyer.

4.1.8 **Possession of the Property.** Seller delivering possession of the Property free of parties in possession, including, without limitation, any lessees, tenants at sufferance, or trespassers.

4.1.9 **Seller's Representations and Warranties.** All of Seller's representations and warranties as set forth in this Agreement shall be true and correct as of the Closing.

4.1.10 **Seller's Deliveries and Performance.** Seller shall have deposited with Escrow all of Seller's Deliveries as required by the terms of this Agreement, and Seller shall not be in default in performing Seller's obligations under this Agreement.

4.1.11 **General Plan Amendment.** Seller shall, at Seller's cost and expense, have obtained Final Approval of an amendment to the General Plan for the City of Coachella allowing the Property to be used for Buyer's contemplated use.

4.1.12 **Surplus Land Act Compliance.** Buyer shall have approved any affordability covenant or other similar restriction on the Property imposed by the Department of Housing and Community Development pursuant to the Surplus Land Act. Within five (5) business days of a determination by the Department of Housing and Community Development, the parties shall meet and confer to address any restrictions imposed and solutions to ensure compliance with the Surplus Land Act.

Upon the failure of any of the above Buyer Conditions, prior to the Closing, and except as otherwise set forth above, Buyer may, in Buyer's sole discretion, either (1) waive any such failed Buyer Condition in writing and proceed with the transaction, (2) extend the Closing Date until ten (10) Business Days after such failed Buyer Condition is satisfied (but in no event beyond nine (9) months after the Opening of Escrow ("**Outside Buyer Condition Satisfaction Date**")) and thereafter proceed with the transaction, or (3) terminate this Agreement by written notification to Seller at any time prior to the Closing. If Buyer extends the Closing Date pursuant to clause (2) above and any failed Buyer Condition remains unsatisfied by the Outside Buyer Condition Satisfaction Date, then Buyer shall have the right to proceed under either option in clause (1) or (3) above. If Buyer terminates this Agreement pursuant to clause (3) above, then the Deposit and any other sums deposited by Buyer, and all accrued interest thereon, shall be immediately refunded to Buyer, and the parties hereto shall have no further obligation to each other except for those obligations which expressly survive termination of this Agreement. If the failure of any of the above Buyer Conditions is due to Seller's material breach or default, then Buyer shall also have the rights and remedies set forth in **Section 13.2**.

4.2 **Seller Conditions.** Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions (collectively, "**Seller Conditions**"), each of which is for the sole benefit of Seller and may be waived by Seller in writing in Seller's sole and absolute discretion:

4.2.1 **Buyer's Representations and Warranties.** All of Buyer's representations and warranties as set forth in this Agreement shall be true and correct in all material respects at the time as of which the same is made and as of the Close of Escrow.

4.2.2 **Buyer's Deliveries and Performance.** Buyer shall have deposited with Escrow all of Buyer's Deliveries as required by the terms of this Agreement, and Buyer shall not be in default in performing Buyer's obligations under this Agreement.

4.2.3 **Surplus Land Act Compliance.** In the reasonable opinion of Seller's counsel, this Agreement's compliance with the Surplus Land Act and any applicable requirements imposed by the Department of Housing and Community Development. If, in the reasonable opinion of Seller's counsel Seller's conveyance of the Property would violate the Surplus Land Act, the parties shall meet and confer to address the cause of such potential non-compliance and to address potential alternatives.

4.2.4 **Quimby Act Compliance.** In the reasonable opinion of Seller's counsel, this Agreement's compliance with the Quimby Act, it being understood that Seller shall have no obligation to proceed to Closing if the transfer of the Property would cause Seller to incur liability under the Quimby Act.

Upon the failure of any of the above Seller Conditions, prior to the Closing, and except as otherwise set forth above, Seller may, in Seller's sole discretion, either (1) waive any such failed Seller Condition in writing and proceed with the transaction, (2) extend the Closing Date until ten (10) Business Days after such failed Seller Condition is satisfied (but in no event beyond nine (9) months after the Opening of Escrow ("**Outside Seller Condition Satisfaction Date**")) and thereafter proceed with the transaction, or (3) terminate this Agreement by written notification to Buyer at any time prior to the Closing. If Seller extends the Closing Date pursuant to clause (2) above and any failed Seller Condition remains unsatisfied by the Outside Seller Condition Satisfaction Date, then Seller shall have the right to proceed under either option in clause (1) or (3) above. If Seller terminates this Agreement pursuant to clause (3) above, then the Deposit and any other sums deposited by Buyer, and all accrued interest thereon, shall be immediately refunded to Buyer, and the parties hereto shall have no further obligation to each other except for those obligations which expressly survive termination of this Agreement. If the failure of any of the above Seller Conditions is due to Buyer's material breach or default, then Seller shall also have the rights and remedies set forth in **Section 13.1**.

## **ARTICLE 5**

### **COVENANTS AND AGREEMENTS**

5.1 **Cooperation.** Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein to complete the acquisition of the Property. Both Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary to complete this transaction in accordance with the intent of the parties as evidenced in this Agreement, provided that neither party will be required to incur any additional liability or cost.

5.2 **Return of Property Documents and Other Documents.** If this Agreement is terminated after Buyer's delivery of the Notice of Suitability for any reason other than solely due to a breach or default by Seller, then Buyer shall immediately, at no cost to Seller, return to Seller, within five (5) Business Days after the date of termination of this Agreement, all of the Property Documents and provide to Seller copies of the Buyer's Materials; provided that Buyer may retain such portions of the Property Documents as may be required by Legal Process (as defined below) or as part of Buyer's computer back up procedures. With respect to any of the Buyer's Materials provided to Seller, Seller acknowledges and agrees that (i) Buyer makes no covenant, representation or warranty whatsoever as to the Buyer's Materials, including, without limitation, its content, reliability, accuracy or completeness, (ii) if Seller uses or relies on any of the Buyer's Materials, Seller shall do so solely at Seller's own risk, and Buyer makes no representation, warranty or assurance as to whether Seller has any right to use or rely thereon, (iii) the parties preparing any of the Buyer's Materials are not the agents of Buyer, (iv) Buyer shall have no duty to advise Seller of any misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in the Buyer's Materials, and (v) Buyer shall have no liability, and is hereby released from all liability, to Seller, its successors and/or assigns, with respect to the Buyer's Materials, including, without limitation any liability for misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in the Buyer's Materials. Following Buyer's delivery of the Buyer's Materials, Seller shall indemnify, defend, protect and

hold Buyer harmless from any and all Claims arising out of any use of the Buyer's Materials by Seller or anyone obtaining any of the Buyer's Materials, directly or indirectly, from or through Seller. The delivery of the Buyer's Materials shall be subject to the proprietary rights of any engineer or other consultant preparing the same and any limitations on use imposed by them. For purposes of this Agreement, "**Legal Process**" means any law, regulation, the rules of any stock exchange or market, order, subpoena or similar requirement.

5.3 **Natural Hazards Disclosures.** The term "**Natural Hazard Area**" means those areas identified as natural hazards in the Natural Hazard Disclosure Act, California GOVERNMENT CODE §§ 8589.3, 8589.4, and 51183.5, and California PUBLIC RESOURCES CODE §§ 2621.9, 2694, and 4136, and any successor statutes or laws ("**Act**"). Seller will cause a third-party service to provide Buyer with a Natural Hazard Disclosure Statement ("**Disclosure Statement**") in a form required by the Act. Buyer acknowledges and agrees that nothing contained in the Disclosure Statement shall release Buyer from its obligation to fully investigate the condition of the Property, including whether the Property is in any Natural Hazard Area. Buyer further acknowledges and agrees that the matters set forth in the Disclosure Statement may change on or prior to the Closing and that Seller has no obligation to update, modify or supplement the Disclosure Statement. Buyer shall be solely responsible for preparing and delivering its own Natural Hazard Disclosure Statement to subsequent prospective buyers of the Property.

## **ARTICLE 6**

### **AS-IS PURCHASE AND RELEASE**

6.1 **AS-IS Purchase** Except for Seller's express representations and warranties set forth in this Agreement and any other document executed by Seller in connection with this transaction and Seller's covenants, in entering into this Agreement, Buyer is relying, and will rely, solely upon its own inspection, investigation and analyses of the Property including without limitation the title condition of the Property and is not relying in any way upon any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters.

Except for Seller's representations and warranties set forth in in this Agreement and any other document executed by Seller in connection with this transaction and Seller's express covenants in this Agreement, Buyer will acquire the Property, if at all, "AS IS" "WHERE IS," in its condition existing at the Close of Escrow, and without representation or warranty by Seller or its representatives as to any matter, whether or not expressly mentioned herein, including, without limitation, including (without limitation) the feasibility of developing the Property for the purposes intended by Buyer, the size and dimensions of the Property, the availability, costs and adequacy of water, sewage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property ; any surface, soil, subsoil, fill or other physical conditions of or affecting the Property such as climate, geological, drainage, air, water, or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental, or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, and requirements of any improvement agreements; requirements of the California Department of Real Estate, the California Subdivided Lands Act, the California Subdivision Map Act, Buyer's post-Closing obligations under the Quimby Act, Surplus Land Act compliance, and other governmental permits approvals or acts; the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required governmental permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development or sale of the Property. No patent or latent condition affecting the Property in any way, whether known or discoverable or hereafter discovered, shall affect Buyer's obligations contained in this



Agreement, or shall give rise to any cause of action whether for damages, rescission or otherwise against Seller or the Seller Parties.

If, notwithstanding the nonsatisfaction of any condition set forth herein, the Closing occurs, there shall be no liability on the part of the Seller for breaches of representations and warranties or for any other matter or claim of which Buyer had actual knowledge prior to the Closing. Buyer shall be deemed to have knowledge of all matters disclosed in (a) the Property Documents that are actually delivered by Seller to Buyer, (b) official notices sent from Seller to Buyer following the Effective Date, and (c) all other final studies and reports prepared by or on behalf of Buyer.

6.2 **RELEASE** Subject to and effective upon the Closing, to the maximum extent permitted by law, Seller and the other Seller Parties shall not be liable for any Claims arising from, caused by or relating to the development of the Property and the construction or sale or other conveyance of residences or other improvements thereon by Buyer (collectively, "**Released Matters**"). Furthermore, as a material part of the consideration of this Agreement, subject to and effective as of the Close of Escrow, Buyer waives on its behalf all Claims against Seller and the other Seller Parties to the extent arising out of the Released Matters. The foregoing waiver shall apply to any Claim brought by a private party or by a Governmental Agency under any statute or common law now or hereinafter in effect and is intended to apply with respect to any Claim arising before or after the construction and sale of any improvements on the Property. Notwithstanding the foregoing, such release and waiver shall not include any Claims incurred by Buyer arising out of (i) a breach by Seller of any covenant, representation, warranty or obligation set forth in this Agreement or in any other document executed by Seller in connection with this transaction, (ii) the fraud or willful misconduct of Seller, (iii) any personal injury or tort claims brought by any third party arising or occurring prior to the Closing, provided such personal injury or tort does not arise from and is not caused by the actions or omissions of Buyer or any of the Buyer Parties, (iv) any matters relating to Hazardous Materials existing on or under the Property prior to the Closing, except to the extent caused by Buyer or any of the Buyer Parties, or (v) any acts of Seller or the Seller Parties occurring after the Closing. Notwithstanding the foregoing, Buyer is not releasing any Claims it may have against any third-party consultant, contractor or subcontractor.

BUYER ACKNOWLEDGES THAT IT IS FAMILIAR WITH CALIFORNIA CIVIL CODE § 1542 AND HEREBY WAIVES AND RELINQUISHES ANY RIGHTS AND BENEFITS WHICH IT MAY HAVE UNDER CALIFORNIA CIVIL CODE § 1542, WHICH SECTION PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

  
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 BUYER'S INITIALS

6.3 **Survival** All provisions of this **ARTICLE 6** shall survive the Close of Escrow or any termination of this Agreement and shall not be merged with the Grant Deed or any other closing document.

#### **ARTICLE 7** **NOTICE AND RIGHT TO CURE**

Unless otherwise specified herein, each party shall be entitled to written notice of any default and shall have thirty (30) days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein, except with respect to **Sections 2.4** and **9.2.1(a)** for which the cure period shall

be five (5) Business Days after receipt of such notice in the event Buyer fails to deliver the balance of the Purchase Price by the Closing Date as required under **Sections 2.4** and **9.2.1(a)**. The parties agree to reasonably cooperate with each other in any and all attempts by each other to cure any default within any applicable default cure period.

## **ARTICLE 8** **REPRESENTATIONS AND WARRANTIES**

8.1 **Representations and Warranties of Seller** Seller hereby represents, warrants and covenants the following to Buyer for the purpose of inducing Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the Closing Date:

(a) Seller has the power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the power, right and authority to bind Seller.

(b) All requisite action has been taken by Seller and all requisite consents have been obtained in connection with Seller's execution, delivery and performance of this Agreement and the instruments and documents referenced herein, and the consummation of the transaction contemplated hereby, and no consent of any other party is required.

(c) Subject to the approval of the City Council pursuant to **Section 15.21**, below, this Agreement is, and all agreements, instruments and documents to be executed by Seller pursuant to this Agreement shall be, duly executed by Seller and are, or shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms subject to the effect of applicable bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally.

(d) Seller is not a party to any leases of any portion of the Property.

(e) Seller has not granted to any party other than Buyer any option, contract or other agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein.

(f) Seller is not a "foreign person," as defined in recent amendments to the Internal Revenue Code and, at or prior to the Closing contemplated under this Agreement, agrees to provide to Buyer an affidavit to that effect.

(g) There are no representations, agreements, arrangements, or circumstances, oral or written, between the parties relating to the subject matter contained in this Agreement that are not fully expressed in the Agreement, and Seller has not made and does not make any representation or warranty concerning any matter or thing affecting or relating to the Property, including but not limited to its fitness for a particular use, its physical condition or any other matter.

As used in this Agreement, the term "**Seller's knowledge**" or any other similar term means the current, actual knowledge of William Pattison and Luis Lopez without investigation or inquiry or duty of investigation or inquiry. Seller represents and warrants that William Pattison and Luis Lopez are the representatives of Seller with the most knowledge of the Property and the subject matter of Seller's representations and warranties set forth in this Agreement. All representations and warranties of Seller in this Agreement shall survive the Closing for a period of twelve (12) months.

## 8.2 Representations and Warranties of Buyer.

(a) Buyer warrants and represents that it is duly formed, validly existing and in good standing in its state of formation; and is registered to transact business and is in good standing in the state in which the Property is located. Buyer has the power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby. Subject to Buyer's Corporate Approval as set forth in **Section 15.20**, the individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the power, right and authority to bind Buyer.

(b) Buyer warrants that Buyer is a sophisticated owner and buyer of real property, familiar and experienced with requirements for the development of real property. Buyer has examined the Property or will have done so by Closing, is or will be familiar with its physical condition, and accepts the Property in an "AS-IS" condition.

(c) Buyer has conducted or will conduct an independent investigation with respect to zoning and subdivision laws, ordinances, resolutions, and regulations of all governmental authorities having jurisdiction over the Property, and the use and improvement of the Property and is, or at Closing will be, satisfied with the results of such investigation.

(d) Subject to **Section 6.1**, the Property is being sold "AS-IS" and with all faults.

All representations and warranties of Buyer in this Agreement shall survive the Closing for a period of twelve (12) months.

## **ARTICLE 9 THE CLOSING**

9.1 **Closing Date.** The Closing shall take place in the offices of the Title Company. Notwithstanding any other provision herein, the Closing under this Agreement must occur on a Permitted Deadline/Closing Day, and if the scheduled Closing Date would otherwise occur on a day that is not a Permitted Deadline/Closing Day, then the Closing Date shall be extended automatically to the next day that is a Permitted Deadline/Closing Day.

### 9.2 **Deliveries to Escrow Holder.**

9.2.1 **Buyer's Deliveries.** Unless an earlier date for delivery is required under the terms of this Agreement, Buyer shall on or before the Closing Date, deliver to Escrow Holder each of the following items, executed and acknowledged as appropriate (collectively, "**Buyer's Deliveries**"):

(a) **Purchase Price.** Cash in an amount equal to the balance of the Purchase Price;

(b) **General Assignment.** One (1) counterpart copy of the General Assignment;

(c) **Prorations, Fees and Costs.** The amounts, if any, required of Buyer under **ARTICLE 10** and any other amounts required to be paid by Buyer prior to or on the Close of Escrow under this Agreement; and

(d) **Other Documents.** Other documents as may be reasonably required by Escrow Holder or the Title Company to effect the Close of Escrow and issue the Title Policy.

9.2.2 **Seller's Deliveries.** Unless an earlier date for delivery is required under the terms of this Agreement, Seller shall on or before the Closing Date, deliver to Escrow Holder each of the following items, executed and acknowledged as appropriate (collectively, "**Seller's Deliveries**"):

- (a) **Grant Deed.** One (1) original of the Grant Deed;
- (b) **General Assignment.** One (1) counterpart copy of the General Assignment;
- (c) **Certificate of Non-Foreign Status.** One (1) original of the Certificate of Non-Foreign Status;
- (d) **California Form 593.** One (1) original of the California Form 593;
- (e) **Prorations, Fees and Costs.** The amounts, if any, required of Seller under **ARTICLE 10** and any other amounts required to be paid by Seller prior to or on the Close of Escrow under this Agreement; and
- (f) **Other Documents.** Other documents as may be reasonably required by Escrow Holder or the Title Company to effect the Close of Escrow and issue the Title Policy.

9.3 **Dating Documents.** Escrow Holder shall date any of the documents deposited into Escrow under **Sections 9.2.1** and **9.2.2** as of the date of the Close of Escrow.

9.4 **Close of Escrow.** Escrow Holder shall close the Escrow on or before the Closing Date by (a) filing for record the Grant Deed and such other documents as may be necessary to procure the Title Policy and (b) delivering funds and documents as set forth in **ARTICLE 11** WHEN AND ONLY WHEN each of the conditions set forth below has been satisfied.

9.4.1 **Funds and Instruments.** All of Buyer's Deliveries and Seller's Deliveries required under **Sections 9.2.1** and **9.2.2**, respectively, have been delivered to Escrow Holder.

9.4.2 **Satisfaction of Conditions Precedent.** Escrow Holder has received written or telephone confirmation from Buyer that each of the Buyer Conditions set forth in **ARTICLE 4** has been, or upon the Close of Escrow shall be, satisfied.

9.5 **Recordation.** Escrow Holder shall record the Grant Deed and any other documents that the parties may mutually direct to be recorded pursuant to this Agreement.

## **ARTICLE 10**

### **PRORATION, FEES AND COSTS**

10.1 **Prorations.** The following items shall be prorated between Seller and Buyer at the Closing by increasing or decreasing, as the case may be, the funds to be delivered by Buyer at the Closing.

10.1.1 **Taxes and Assessments.** Real property taxes and assessments shall be prorated based upon the latest available tax information such that Seller shall be responsible for all such taxes and assessments levied against the Property to and including the day prior to the Close of Escrow, and Buyer shall be responsible for all such taxes and assessments levied against the Property on and after the Close of Escrow. Any real property taxes and assessments arising out of the sale of the Property, a subsequent sale or change in ownership thereafter and arising out of any construction pertaining to the Property following the Close of Escrow, shall be paid by Buyer when assessed.

10.1.2 **Operating Expenses.** All assessments of any homeowners associations and all utility service charges for electricity, water, and the like shall be prorated on an accrual basis. Seller shall

pay all such expenses that accrue prior to the Close of Escrow and Buyer shall pay all such expenses accruing on the Close of Escrow and thereafter. To the extent possible, Seller and Buyer shall obtain billings and meter readings as of the Close of Escrow to aid in such prorations.

10.2 **Thirty Day Month**. All prorations and/or adjustments called for in this Agreement are to be made based on a thirty (30) day month, unless otherwise specifically instructed in writing.

10.3 **Seller's Fees and Costs**. Seller will pay (a) the premiums for a CLTA Title Policy for the Property, (b) one-half of Escrow Holder's escrow fee, (c) Seller's own attorneys' fees and (d) usual Seller's document-drafting and recording charges.

10.4 **Buyer's Fees and Costs**. Buyer will pay (a) if Buyer has requested an ALTA Title Policy, the difference between the premiums of an CLTA Title Policy and an ALTA Title Policy, (b) the fee for any ALTA Survey obtained by Buyer, (c) any fee for any title endorsements requested by Buyer in connection with the Title Policy, (d) one-half of Escrow Holder's escrow fee, (e) Buyer's own attorneys' fees, (f) usual Buyer's document-drafting and recording charges; and (g) the County Documentary Transfer Tax in the amount Escrow Holder determines to be required by law.

10.5 **Other Fees and Costs**. All other fees and costs of Escrow shall be paid by the parties as is customary in the County.

## **ARTICLE 11 DISTRIBUTION OF FUNDS AND DOCUMENTS**

11.1 **Deposit of Funds and Interest**. All funds required to be delivered or paid hereunder shall be paid in Cash. All Cash, if any, while held hereunder by Escrow Holder shall be kept on deposit in an interest-bearing account reasonably acceptable to Buyer.

11.2 **Recorded Documents**. Escrow Holder will cause the County Recorder of the County to mail the Grant Deed (and each other document which is herein expressed to be, or by general usage is, recorded) after recordation, to the grantee, beneficiary or person (a) acquiring rights under said document or (b) for whose benefit said document was acquired.

11.3 **Other Documents**. No later than two (2) Business Days after the Closing, Escrow Holder shall combine any original counterparts of a document into fully executed originals and deliver (a) to Buyer, the original Certificate of Non-Foreign Status and the California Form 593 and (b) to Seller and Buyer, originals (or if applicable copies) of any other nonrecorded document deposited into Escrow at any time during the Escrow and to each party conformed copies of all recorded documents.

11.4 **Payment of Funds at Closing**. Escrow Holder will, at the Closing, wire (a) to Seller's account, or order, in accordance with instructions of Seller, or will hold for personal pickup, if requested, the Cash, plus any proration or other credits to which Seller will be entitled less any appropriate proration or other charges and (b) to Buyer, or order, any excess funds theretofore delivered to Escrow Holder by Buyer.

## **ARTICLE 12 ASSIGNABILITY**

12.1 **Assignment by Buyer**. Neither party shall assign to any person(s) any or all of that party's rights in this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Buyer shall have the right without Seller's consent to assign all or a portion of this Agreement to (i) any Affiliate of Buyer, (ii) a partnership in which Buyer is one of the general partners, (iii) a successor by way of merger or consolidation or the acquisition of all or substantially all of Buyer's assets, (iv) an entity formed by Buyer for the purpose of acquiring title to all or a portion of the Property pursuant to the terms of this Agreement, or (v) a Land Bank Entity. Any permitted assignment may be

exercised only by written assignment executed by the assigning party and accepted in writing by the assignee (which must, in such written acceptance, obligate itself to perform the assignor's obligations under this Agreement), and delivered to Escrow Holder and the other party prior to the Close of Escrow. Any assignment of a party's rights made or attempted without such written assignment and acceptance shall be void. In the event of any assignment by Buyer, the assignee will be and become: (a) the grantee of the Grant Deed for the applicable portion of the Property; (b) the insured owner under the Title Policy for the applicable portion of the Property; and (c) the person(s) having the right or obligation to (1) deliver statements, (2) deliver documents, (3) give approvals, (4) waive conditions, or (5) make demands, all as may be permitted or required by this Agreement and not then already accomplished by Buyer or another approved assignee, and Buyer shall have no further liability for the obligations of "Buyer" hereunder, provided that such assignee expressly assumes all obligations of "Buyer" under this Agreement.

### **ARTICLE 13** **REMEDIES**

13.1 **Seller's Remedies.** If, after Buyer delivers the Notice of Suitability, Escrow fails to close solely as a result of Buyer's default of any term of this Agreement, which default continues after the expiration of any applicable notice and cure period specified in **ARTICLE 7**, and provided Seller is not in default of any of its obligations hereunder, Seller shall be entitled, as Seller's sole and exclusive remedy, to elect (i) without waiving any other remedies or rights, to waive the contractual obligations of Buyer in writing or extend the time for performance by such period of time as may be mutually agreed upon in writing by the parties hereto; or (ii) to terminate this Agreement and retain the Deposit then in Escrow as liquidated damages for such default and not as a penalty, and the parties hereto shall have no further obligation to each other except for those obligations which expressly survive termination of this Agreement.

IF SELLER ELECTS THE REMEDY SET FORTH IN CLAUSE (ii) ABOVE, SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES. SUCH DAMAGES WILL, HOWEVER, BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (A) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSE OF ESCROW AND THE PURCHASE PRICE AS SET FORTH IN THIS AGREEMENT; (B) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (C) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS AGREEMENT IS MADE WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE DATE SET FOR THE CLOSE OF ESCROW. THE PARTIES DESIRE TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT AND TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF, AFTER BUYER DELIVERS THE NOTICE OF SUITABILITY, ESCROW FAILS TO CLOSE DUE SOLELY TO BUYER'S DEFAULT, THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE, AND SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE FAILURE TO CLOSE ESCROW RESULTING FROM BUYER'S DEFAULT SHALL BE LIMITED TO RECOVERING SUCH AMOUNT AS LIQUIDATED DAMAGES AND SELLER SHALL HAVE NO RIGHT TO RECOVER ANY ADDITIONAL DAMAGES OR TO PURSUE ACTION FOR SPECIFIC PERFORMANCE OF ANY PROVISIONS OF THIS AGREEMENT. IN CONSIDERATION OF THE PAYMENT OF LIQUIDATED DAMAGES, SELLER WILL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS SELLER MAY HAVE PURSUANT TO SECTION 1680 OR SECTION 3389 OF THE CALIFORNIA CIVIL CODE RELATING TO BUYER'S DEFAULT RESULTING IN ESCROW NOT CLOSING AS PROVIDED UNDER THIS AGREEMENT. BY INITIALING THIS PROVISION IN THE SPACES BELOW, SELLER AND BUYER EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS **SECTION 13.1** AND AGREE THAT SUCH SUMS ARE REASONABLE SUMS CONSIDERING THE FACTS AND CIRCUMSTANCES AS THEY EXIST ON THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF SUCH AMOUNT TO THE RANGE OF HARM TO SELLER THAT COULD BE

ANTICIPATED, AND THE ANTICIPATION THAT PROOF OF CAUSATION, FORESEEABILITY AND ACTUAL DAMAGES WOULD BE COSTLY AND/OR IMPRACTICAL. BY INITIALING THIS PROVISION BELOW, THE PARTIES SPECIFICALLY CONFIRM THE ACCURACY OF SUCH FACTS, THE FACT THAT THEY POSSESS APPROXIMATELY EQUAL BARGAINING STRENGTH AND SOPHISTICATION AND THE FACT THAT EACH OF THEM WAS REPRESENTED BY COUNSEL WHEN ENTERING INTO THIS AGREEMENT, WHICH COUNSEL EXPLAINED THE CONSEQUENCES OF THIS SECTION TO THEM AT THE TIME THIS AGREEMENT WAS MADE.

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BUYER'S INITIALS

SELLER'S INITIALS

13.2 **Buyer's Remedies.** In the event Escrow fails to close solely as a result of Seller's default of any term of this Agreement, which default continues after the expiration of any applicable notice and cure period specified in **ARTICLE 7**, Buyer may elect, as the sole and exclusive remedy of Buyer, either: (i) to terminate this Agreement, receive the Deposit and all accrued interest thereon, plus reimbursement of documented out-of-pocket expenses incurred by Buyer in connection with its investigations of the Property, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00); or (ii) to enforce specific performance of Seller's obligations, without adjustment to, or credit against, the Purchase Price; provided, however, that if the remedy of specific performance is not available due to Seller conveying or encumbering the Property, Buyer shall be entitled to seek any remedies available at law or in equity.

13.3 **Post-Closing Remedies.** In the event of a breach of any of Seller's representations and warranties expressly set forth in this Agreement or in any other document executed by Seller in connection with this transaction, except as otherwise limited under the terms of this Agreement, or a breach or default by Seller of any covenant which occurs or is to be performed by Seller subsequent to the Close of Escrow, Buyer shall be entitled to recover actual damages with respect to such breach or default. Notwithstanding anything contained in this Agreement to the contrary, in no event shall Buyer be entitled to pursue a Claim against Seller for a breach of representation or warranty unless and until Buyer has incurred actual damages in excess of Fifty Thousand Dollars (\$50,000.00) and only then for damages in excess of such amount and in no event shall Seller be liable to Seller for amounts in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) (provided such cap shall not apply to Claims relating to Seller's fraud, intentional misrepresentation, or intentional misconduct).

13.4 **Force Majeure.** In the event of Force Majeure, neither party shall be in default under this Agreement and the time periods and deadlines for performance of a party's obligations hereunder shall be extended for the amount of time that such party is delayed as a result of such Force Majeure event. Notwithstanding anything to the contrary contained herein, if any such event of Force Majeure shall last longer than ninety (90) *consecutive* days, Buyer shall have the right, but not the obligation, to terminate this Agreement, in which event the Deposit (to the extent delivered) shall be fully refunded to Buyer, and the parties hereto shall have no further obligation to each other except for those obligations which expressly survive termination of this Agreement.

#### **ARTICLE 14** **CASUALTY OR CONDEMNATION PRIOR TO CLOSE OF ESCROW**

If any of the Property is taken by condemnation, or damaged and/or destroyed by fire or other casualty prior to the Closing, Seller shall promptly notify Buyer of such event and this Agreement shall nevertheless continue in full force and effect without reduction in the Purchase Price, and Seller shall, at Closing, assign to Buyer any and all rights under any of Seller's insurance policies that provide coverage for such casualty, and Buyer shall be entitled to receive and keep, any and all awards made or to be made in connection with the condemnation; provided, however, that if the casualty is not covered by Seller's insurance and the costs to remediate exceed One Hundred Thousand Dollars (\$100,000), Buyer may

terminate this Agreement and the Deposit (to the extent delivered) shall be fully refunded to Buyer less ordinary escrow and title cancellation fees.

## **ARTICLE 15**

### **GENERAL PROVISIONS**

15.1 **Construction of Agreement.** The agreement contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement. The parties acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. Neither party is relying upon any legal advice from the other party's counsel regarding the subject matter thereof. Both parties acknowledge that they understand the terms and conditions of this Agreement and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither party shall deny the enforceability of any provision of this Agreement or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel or that it did not understand any such term or condition. This Agreement and any ambiguities or uncertainties contained in this Agreement shall be equally and fairly interpreted for the benefit of and against all parties to this Agreement and shall further be construed and interpreted without reference to the identity of the party or parties preparing this document, it being expressly understood and agreed that the parties hereto participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so. Accordingly, the parties hereby waive the legal effect of California CIVIL CODE § 1654 or any successor and/or amended statute which in part states that in cases of uncertainty, the language of the contract should be interpreted most strongly against the party who caused the uncertainty to exist.

15.2 **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

15.3 **Governing Law.** This Agreement and the documents in the form attached as exhibits hereto shall be governed by and construed under the internal laws of the State of California without regard to choice of law rules.

15.4 **Time of the Essence.** Time is of the essence of each and every provision of this Agreement.

15.5 **Successors and Assigns.** Subject to the restrictions and prohibitions on assignment set forth in **ARTICLE 12**, each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors in interest of Seller and Buyer. As used in the foregoing, "**successors**" shall refer both to the parties' interest in the Property and to the successors to all or substantially all of their assets and to their successors by merger or consolidation.

15.6 **Waiver.** No waiver by Seller or Buyer of a breach of any of the terms, covenants or conditions of this Agreement by Seller or Buyer shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in such waiver. The consent or approval by Seller or Buyer to or of any act by the other party requiring consent or approval shall not be deemed to waive or render unnecessary consent or approval to or of any subsequent similar acts.

15.7 **Attorneys' Fees.** If any action or proceeding shall be instituted in connection with this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing or defending such action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs, separate from the judgment, incurred in enforcing such judgment. The prevailing



party shall be determined by the trier of fact based upon an assessment of which party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues. For the purposes of this section, attorneys' fees shall include fees incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third-party examinations; (d) discovery; and (e) bankruptcy litigation. All indemnity obligations under this Agreement shall also include the costs of enforcing any indemnity. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

15.8 **Severability.** If, in any action to enforce this Agreement, any one or more of the covenants, agreements, conditions, provisions, or terms of this Agreement is, in any respect or to any extent (in whole or in part), held to be invalid, illegal, or unenforceable for any reason, all remaining portions thereof which are not so held, and all other covenants, agreements, conditions, provisions and terms of this Agreement, will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

15.9 **Gender and Number.** In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

15.10 **No Real Estate Brokerage Commission.** Except for any commission payable by Seller to Jim Towery of Johnson Commercial Real Estate pursuant to a separate agreement, each party represents and warrants to the other that it has not dealt with any broker, finder or other party, whether or not licensed, who may be entitled to a commission, finder's fee or similar payment, and hereby indemnifies, protects, defends (with legal counsel acceptable to the other party) and holds the other party free and harmless from and against any and all Claims relating to any causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of such party in connection with this transaction. This indemnification and defense obligation shall survive the Close of Escrow.

15.11 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. The foregoing sentence shall in no way affect the validity of any instruments executed by the parties in the form of the exhibits attached to this Agreement or otherwise contemplated by this Agreement.

15.12 **Notices.** All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be, (a) when delivered by personal delivery, (b) upon receipt, refusal of delivery or other inability to deliver by United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid or by FedEx or a similar overnight courier service, or (c) when received by e-mail as indicated by confirmation of successful delivery by sender's e-mail system. All notices shall be addressed as follows:

Seller:	City of Coachella 1515 Sixth Street Coachella, CA 92236 Attn: Mr. William Pattison, City Manager E-mail: pattison@coachella.org
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With copies to Best Best & Krieger, LLP  
 Attn: Carlos Campos  
 74-760 Highway 111, Suite 100  
 Indian Wells, CA 92210  
 E-mail: Carlos.Campos@bbklaw.com

Best Best & Krieger, LLP  
 Attn: Seth Merewitz  
 300 South Grand Ave., 25<sup>th</sup> Floor  
 Los Angeles, CA 90071  
 E-mail: Seth.merewitz@bbklaw.com

Buyer: D.R. Horton Los Angeles Holding Company, Inc.  
 2280 Wardlow Circle, Suite 100  
 Corona, CA 92878  
 Attn: Messrs. Jonathan R. Smith, Todd Funk and Douglas  
 Stowell and Marianne F. Adriatico, Esq.  
 E-mail: JRSmith@drhorton.com; TFunk@drhorton.com;  
 DStowell@drhorton.com; MFAdriatico@drhorton.com

With copies to: D.R. Horton, America's Builder (California)  
 2260 Douglas Boulevard, Suite 110  
 Roseville, CA 95661  
 Attn: Kristin Hock, Esq.  
 E-mail: KristinHock@drhorton.com

D.R. Horton, America's Builder (West Region)  
 11241 Slater Avenue NE, Suite 120  
 Kirkland, WA 98033  
 Attn: Mr. J. Matt Farris and Melissa Trunnell, Esq.  
 E-mail: MFarris@drhorton.com; MTrunnell@drhorton.com

D.R. Horton, Inc.  
 1341 Horton Circle  
 Arlington, TX 76011  
 Attn: Ted I. Harbour, Esq. and Mark Karnes, Esq.  
 E-mail: THarbour@drhorton.com; MKarnes@drhorton.com

Escrow Holder: First American Title Insurance Company  
 18500 Von Karman Avenue, Suite 600  
 Irvine, CA 92612  
 Attn: Ms. Jeanne Gould  
 Telephone No.: (949) 885-2405  
 Facsimile No.: (714) 913-6372  
 E-mail: jagould@firstam.com

Any party may change the address to which its notices are sent by giving the other party written notice of any such change in the manner provided in this Section, but notice of change of address is effective only upon receipt.

15.13 **No Partnership or Joint Venture.** Seller and Buyer shall not, by virtue of this Agreement, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement there shall not be deemed to have occurred a merger or any joint enterprise between Buyer and Seller. Buyer has made its own independent investigation regarding the Property and is not relying on any statement or representation made by Seller, its employees or agents, except as set forth in this Agreement.

15.14 **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party, including Buyer's Corporate Approval, against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

15.15 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, if any party uses signed documents which have been electronically scanned and transmitted by e-mail, Escrow Holder and the other party are authorized to rely upon such documents as if they bore original signatures.

15.16 **Limited Liability.** Seller on its own behalf and on behalf of the Seller Parties hereby agrees that in no event shall any of the Buyer Parties, and their respective successors and assigns shareholders, have any personal liability under this Agreement to Seller, the Seller Parties, or to any of Seller's creditors.

15.17 **Damages.** Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Seller or Buyer be liable for any special, consequential, exemplary, or punitive damages of any kind. This limitation shall survive the Close of Escrow.

15.18 **Exhibits and Schedules.** All exhibits and schedules attached hereto are incorporated herein by reference.

15.19 **Electronic Signatures.** Except as otherwise expressly set forth in this **Section 15.19**, this Agreement may only be amended, modified, or changed by a traditional written document properly executed by Seller and Buyer (including Buyer's Corporate Approval). Such amendment may be transmitted by e-mail or other method permitted by the provisions for giving notice in this Agreement. Except as otherwise expressly set forth in this **Section 15.19** with respect to execution by an authorized officer of Buyer or by an authorized representative in Buyer's local Division, (1) Buyer does not assent or agree to and will not be bound by any electronic signature or other electronic record, and (2) Buyer and Seller agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, and any other laws applicable to contracting electronically do not and shall not apply to the execution of this Agreement, any amendment hereto, or the Notice of Suitability. The Parties acknowledge and agree that execution of the Notice of Suitability by an authorized officer of Buyer and execution of this Agreement or any amendment to this Agreement by an authorized officer of Buyer for the purpose of Corporate Approval or by an authorized representative in Buyer's local Division may be accomplished by electronic signature utilizing DocuSign or any similar technology.

15.20 **BUYER'S CORPORATE APPROVAL.** NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY HEREIN, NEITHER THIS AGREEMENT NOR ANY AMENDMENT HERETO EXECUTED BY BUYER EXPLICITLY NAMED IN THIS AGREEMENT OR BY AN AFFILIATE OF SAID BUYER SHALL BE A VALID OR ENFORCEABLE OBLIGATION OF BUYER UNLESS THIS AGREEMENT OR SUCH AMENDMENT IS EXECUTED BY ANY ONE OF DONALD R. HORTON, DAVID V. AULD, MICHAEL J. MURRAY, BILL W. WHEAT, OR J. MATT FARRIS, EACH AN OFFICER OF BUYER ("**CORPORATE APPROVAL**"), WITHIN TEN (10) BUSINESS DAYS OF THE EXECUTION OF THIS AGREEMENT OR SUCH AMENDMENT BY SELLER AND BUYER'S REPRESENTATIVES.

15.21 **CITY'S AUTHORITY.** BUYER ACKNOWLEDGES SELLER IS ENTERING INTO THIS AGREEMENT IN ITS PROPRIETARY CAPACITY AND NOT IN ITS REGULATORY OR GOVERNMENTAL CAPACITY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS RESTRAINING, IMPAIRING OR RESTRICTING THE CITY OF COACHELLA IN ITS REGULATORY CAPACITY, OR GRANTING ANY RIGHTS UPON THE BUYER WITH RESPECT TO THE USE, OCCUPANCY, DEVELOPMENT, OR OPERATION OF THE PROPERTY IN A MANNER INCONSISTENT WITH ANY LAWS OR APPLICABLE REQUIREMENTS.

15.22 **CITY COUNCIL APPROVAL OF AGREEMENT.** NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY HEREIN, NEITHER THIS AGREEMENT NOR ANY AMENDMENT HERETO EXECUTED BY SELLER SHALL BE A VALID OR ENFORCEABLE OBLIGATION OF SELLER UNLESS THIS AGREEMENT OR SUCH AMENDMENT IS APPROVED BY THE CITY COUNCIL FOR THE CITY OF COACHELLA. IF THIS AGREEMENT IS NOT APPROVED BY THE COACHELLA CITY COUNCIL, THE PARTIES WILL HAVE NO FURTHER OBLIGATION UNDER THIS AGREEMENT.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date set forth below.

**SELLER:**

CITY OF COACHELLA, a municipal corporation organized and existing under the laws of the State of California

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

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

Date of Execution: \_\_\_\_\_, 2021

**BUYER:**

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation

By: Todd Funk  
Todd Funk, Vice President and City Manager SCIE North

Date of Execution: April 6, 2021

**BUYER'S CORPORATE APPROVAL:**

DocuSigned by:

Bill W. Wheat

By: \_\_\_\_\_  
Name: Bill W. Wheat  
Title: Chief Financial Officer

As an Officer of Buyer and Not in His/Her Individual Capacity

Date of Execution: 4-15, 2021

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Agreement, (ii) be Escrow Holder under said Agreement and (iii) be bound by said Agreement in the performance of its duties as Escrow Holder.

DATED: \_\_\_\_\_, 2021

FIRST AMERICAN TITLE INSURANCE COMPANY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"Escrow Holder"**

**EXHIBITS**

Exhibit A ..... Legal Description of Property  
Exhibit B ..... Grant Deed  
Exhibit C ..... General Assignment  
Exhibit D ..... Certificate of Non-Foreign Status

**EXHIBIT A**Legal Description of Property

All that certain real property situated in the City of Coachella, County of Riverside, State of California, described as follows:

**PARCEL 1:** (APN'S: 779-272-001 THROUGH 779-272-016, 779-301-001 THROUGH 779-301-007, 779-300-001 THROUGH 779-300-007, 779-271-039 THROUGH 779-271-052, 779-300-008 THROUGH 779-300-014, 779-301-008, 779-300-015 AND 779-301-009)

LOTS 1 THROUGH 52 AND LOTS G AND H, OF TRACT MAP NO. 32074-2, AS PER MAP RECORDED IN BOOK 394, PAGES 24 THROUGH 27, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 2:** (APN'S: 779-270-001 THROUGH 779-270-019, 779-271-001 THROUGH 779-271-036, 779-271-037 AND 779-271-038)

LOTS 1 THROUGH 55 AND LOTS G AND H, OF TRACT MAP NO. 32074-1, AS PER MAP RECORDED IN BOOK 390, PAGES 88 THROUGH 91, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 3:** (APN'S: 779-300-016 THROUGH 779-300-050, 779-301-010 THROUGH 779-301-022, 779-300-051, 779-300-052, 779-301-023 AND 779-301-024)

LOTS 1 THROUGH 48 AND LOTS F THROUGH I, OF TRACT MAP NO. 32074, AS PER MAP RECORDED IN BOOK 394, PAGES 28 THROUGH 31, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



**EXHIBIT B**

Grant Deed

RECORDING REQUESTED BY:

First American Title Company

WHEN RECORDED RETURN TO  
AND MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Vertical line separator for recording information.

APN:

Above Space for Recorder's Use

The undersigned Grantor(s) declare(s): DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_; CITY TRANSFER TAX \$ \_\_\_\_\_;

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area of County of Riverside;  City of Coachella

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, CITY OF COACHELLA, a municipal corporation organized and existing under the laws of the State of California ("**Grantor**"), hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("**Grantee**"), all that real property situated in the City of Coachella, County of Riverside, State of California, described on **Exhibit 1** attached hereto and incorporated herein by this reference.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

This Grant Deed is made and accepted subject to all covenants, conditions, restrictions, reservations, easements and other matters of record.

IN WITNESS WHEREOF, the undersigned have executed this Grant Deed as of the date set forth below.

Dated: \_\_\_\_\_, 2021

**GRANTOR:**

CITY OF COACHELLA, a municipal corporation organized and existing under the laws of the State of California

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

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

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## EXHIBIT 1 TO EXHIBIT B

Legal Description

All that certain real property situated in the City of Coachella, County of Riverside, State of California, described as follows:

**PARCEL 1:** (APN'S: 779-272-001 THROUGH 779-272-016, 779-301-001 THROUGH 779-301-007, 779-300-001 THROUGH 779-300-007, 779-271-039 THROUGH 779-271-052, 779-300-008 THROUGH 779-300-014, 779-301-008, 779-300-015 AND 779-301-009)

LOTS 1 THROUGH 52 AND LOTS G AND H, OF TRACT MAP NO. 32074-2, AS PER MAP RECORDED IN BOOK 394, PAGES 24 THROUGH 27, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 2:** (APN'S: 779-270-001 THROUGH 779-270-019, 779-271-001 THROUGH 779-271-036, 779-271-037 AND 779-271-038)

LOTS 1 THROUGH 55 AND LOTS G AND H, OF TRACT MAP NO. 32074-1, AS PER MAP RECORDED IN BOOK 390, PAGES 88 THROUGH 91, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 3:** (APN'S: 779-300-016 THROUGH 779-300-050, 779-301-010 THROUGH 779-301-022, 779-300-051, 779-300-052, 779-301-023 AND 779-301-024)

LOTS 1 THROUGH 48 AND LOTS F THROUGH I, OF TRACT MAP NO. 32074, AS PER MAP RECORDED IN BOOK 394, PAGES 28 THROUGH 31, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

**EXHIBIT C**General Assignment**GENERAL ASSIGNMENT**

THIS GENERAL ASSIGNMENT ("**Assignment**") is made this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between CITY OF COACHELLA, a municipal corporation organized and existing under the laws of the State of California ("**Assignor**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Assignee**").

**RECITALS**

Assignor and Assignee entered into that certain Purchase and Sale Agreement and Escrow Instructions, dated for reference purposes as of April 1, 2021 (as amended and assigned from time to time, "**Agreement**"), respecting the sale of certain property described in **Exhibit 1** attached hereto ("**Property**"). All capitalized terms not defined in this Assignment shall have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor, as the seller, and Assignee, as the buyer, intend that Assignor also convey to Assignee all of the Conveyed Property Rights (as hereinafter defined).

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignor has GRANTED, BARGAINED, SOLD, CONVEYED and ASSIGNED, and by these present does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN to Assignee all of Assignor's right, title and interest in and to the following, except as provided otherwise in the Agreement (collectively, "**Conveyed Property Rights**"):

(a) all prepaid impact or development fees attributable to the Property and all development rights benefiting the Property, all rights, or claims to any deposits, on account with any governmental jurisdiction, all rights, claims, actions, defenses, or awards benefiting the Property, and all rights to receive a reimbursement, sewer credits, fee credit, fee reduction or refund from any applicable agency or entity, including any deposits or fees paid by any party with respect to the Property or any property appurtenant to or for the benefit of the Property;

(b) all surveys, engineering, soils, seismic, geological, environmental, reports, studies and certificates and other technical descriptions and all plans (including without limitation improvement plans and architectural plans), specifications, maps, drawings and other renderings to the extent relating to the Property;

(c) all warranties, guaranties and indemnities received from third parties, and all claims, demands and causes of action against third parties, but only to the extent they are for the benefit of, and applicable to, the Property or the owner thereof, including, without limitation, any warranties, guaranties, indemnities, contractual rights, claims, demands and causes of action pertaining to the development, construction, design or completion of the Property and/or the common areas, streets, utilities or other subdivision infrastructure;

(d) all licenses, permits, governmental approvals, entitlements, utility commitments, utility rights (including rights to capacity or service), drainage and detention rights or other similar rights;

(e) all rights under any subdivision maps (preliminary or final) of any portion of the Property or any rights-of-way abutting the Property or any portion thereof, including any boundary plats and any right-of-way plats, submitted, approved or recorded;

(f) all unpaid awards or proceeds, including awards in connection with insurance and any eminent domain taking; and

(g) all other rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property, including all intangible rights, personal property, reimbursements, fee credits and prepaid fees to the extent benefiting the Property.

The Conveyed Property Rights shall include, but not be limited to, all of the rights described hereinabove that are assignable to Assignee from the municipality in which the Property is located and from the following entities and/or agencies, as such may be applicable to the Property:

- (1) All City or County Departments, Agencies and Utilities
- (2) All Federal or State Department and Agencies
- (3) All Community Facilities Districts and Other Districts
- (4) California Division of Environmental Protection
- (5) California Division of Water Resources
- (6) California Department of Transportation

TO HAVE AND TO HOLD the Conveyed Property Rights unto Assignee and Assignee's successors and assigns forever.

2. This Assignment shall be binding on Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

3. This Assignment does not constitute an assumption of any liability or obligation by Assignee, nor shall it be deemed to impose on Assignee any liability or obligation. This Assignment is made WITHOUT RECOURSE. Furthermore, Assignor assigns the Conveyed Property Rights only to the extent they may exist and in fact be assignable, and without any representation or warranty whatsoever, except that Assignor hereby represents and warrants to Assignee that Assignor has not assigned, sold, mortgaged, pledged or otherwise transferred all or any of Assignor's right, title or interest in and to the Conveyed Property Rights to any party other than Assignee and that at the time of such assignment Assignor owns the Conveyed Property Rights free and clear from any and all liens, encumbrances and security interests.

4. Assignor and Assignee will each cooperate with each other, their employees, and agents to facilitate the purpose and intent of this Assignment including, without limitation, the providing of information and documentation that may be reasonably required for the enforcement of the rights and interests assigned hereby.

5. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

6. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California, without giving effect to the principles of the conflicts of laws.

**ASSIGNOR:**

**ASSIGNEE:**

CITY OF COACHELLA, a municipal corporation organized and existing under the laws of the State of California

\_\_\_\_\_,  
a \_\_\_\_\_

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

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

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

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

## EXHIBIT 1 TO EXHIBIT C

Legal Description

All that certain real property situated in the City of Coachella, County of Riverside, State of California, described as follows:

**PARCEL 1:** (APN'S: 779-272-001 THROUGH 779-272-016, 779-301-001 THROUGH 779-301-007, 779-300-001 THROUGH 779-300-007, 779-271-039 THROUGH 779-271-052, 779-300-008 THROUGH 779-300-014, 779-301-008, 779-300-015 AND 779-301-009)

LOTS 1 THROUGH 52 AND LOTS G AND H, OF TRACT MAP NO. 32074-2, AS PER MAP RECORDED IN BOOK 394, PAGES 24 THROUGH 27, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 2:** (APN'S: 779-270-001 THROUGH 779-270-019, 779-271-001 THROUGH 779-271-036, 779-271-037 AND 779-271-038)

LOTS 1 THROUGH 55 AND LOTS G AND H, OF TRACT MAP NO. 32074-1, AS PER MAP RECORDED IN BOOK 390, PAGES 88 THROUGH 91, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 3:** (APN'S: 779-300-016 THROUGH 779-300-050, 779-301-010 THROUGH 779-301-022, 779-300-051, 779-300-052, 779-301-023 AND 779-301-024)

LOTS 1 THROUGH 48 AND LOTS F THROUGH I, OF TRACT MAP NO. 32074, AS PER MAP RECORDED IN BOOK 394, PAGES 28 THROUGH 31, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



**EXHIBIT D**

Certificate of Non-Foreign Status

**CERTIFICATE OF NON-FOREIGN STATUS**  
(U.S. Transferor)

Section 1445 of the INTERNAL REVENUE CODE of 1986, as amended ("**Code**"), provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person.

To inform \_\_\_\_\_,  
a \_\_\_\_\_ ("**Transferee**"), that withholding of tax under Section 1445 of the Code is not required upon disposition of certain real property to Transferee by CITY OF COACHELLA, a municipal corporation organized and existing under the laws of the State of California ("**Transferor**"), Transferor hereby warrants, represents and certifies the following:

1. The undersigned is a duly authorized officer of Transferor.
2. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Income Tax Regulations), but rather is a municipal corporation formed under the laws of one of the states of the United States;
3. Transferor's employer identification number is \_\_\_\_\_; and
4. Transferor's office address is 1515 Sixth Street, Coachella, California 92236.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, Transferor declares that it has examined this certificate and to the best of its knowledge and belief it is true, correct and complete.

**TRANSFEROR:**

CITY OF COACHELLA, a municipal corporation organized and existing under the laws of the State of California

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

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

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
TO:

CITY OF COACHELLA  
c/o JILL A. TREMBLAY  
74-760 HIGHWAY 111, ST. 200  
INDIAN WELLS, CA. 92210

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DECLARATION OF LAND USE COVENANTS**

**APN 779-272-001 THROUGH 779-272-016, 779-301-001 THROUGH 779-301-007, 779-300-001 THROUGH 779-300-007, 779-271-039 THROUGH 779-271-052, 779-300-008 THROUGH 779-300-014, 779-301-008, 779-300-015 AND 779-301-009 (PARCEL 1); APNS 779-270-001 THROUGH 779-270-019, 779-271-001 THROUGH 779-271-036, 779-271-037 AND 779-271-038 (PARCEL 2); AND APNS 779-300-016 THROUGH 779-300-050, 779-301-010 THROUGH 779-301-022, 779-300-051, 779-300-052, 779-301-023 AND 779-301-024 (PARCEL 3)**

**City of Coachella, County of Riverside**

THIS DECLARATION OF LAND USE COVENANTS (“Declaration”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by D.R. HORTON LOS ANGELES COMPANY, INC., a California corporation (hereinafter “Declarant”), with reference to the following facts:

A. The City of Coachella (“City”) owns that certain 37.3-acre 155-lot single-family residential subdivision located at the southeast corner of Avenue 50 and Calhoun Street in the City of Coachella, County of Riverside, State of California, described as Lots 1-52 and Lots G and H of Tract 32074-2 as recorded in Book 394, Pages 24 through 27, inclusive (Parcel 1); Lots 1-55 and Lots G and H of Tract 32074-1 as recorded in Book 390, Pages 88 through 91, inclusive (Parcel 2); and Lots 1-48 and Lots F through I of Tract 32074 as recorded in Book 394, Pages 28 through 31, inclusive (Parcel 3) – all of Maps, Records of Riverside County, California, legally described on Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated by this reference (the “Property”).

B. In connection and contemporaneous with the sale of the Property and pursuant to the provisions of the Surplus Land Act (Government Code § 54220 *et seq.*) (the “Act”), the City

Council approved Resolution No. 2021-27, which declared the Property “non-exempt surplus property” and approved the sale of the Property to Declarant, subject to this Declaration.

C. The Declarant has purchased the Property, subject to Section 54233 of the Act. To ensure continued compliance with the Act, the City has required the recordation of this Declaration.

D. Declarant acknowledges that the covenants contained in this Declaration are a material inducement to the City to approve the sale of the Property to Declarant.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Declarant, Declarant hereby covenants and agrees as follows:

1. If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code.

2. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing.

3. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code.

IN WITNESS WHEREOF, this Declaration is executed this \_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_, California.

DECLARANT:

D.R. HORTON LOS ANGELES COMPANY,  
INC., a California corporation

Date:

\_\_\_\_\_

By:

\_\_\_\_\_  
[INSERT]

**EXHIBIT A**  
Legal Description

**EXHIBIT B**  
Site Map