



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

**Amended to add presentations
Item #5 and #6**

AMENDED AGENDA

CITY COUNCIL CLOSED SESSION AND
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

November 18, 2020

5:00 PM Closed Session

6:00 PM Regular Meeting

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

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

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

ROLL CALL:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
One (1) potential case
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
One (1) potential case
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 37.3 Acres at the South-East Corner of Avenue 50 and Calhoun St.
Agency negotiator: City Manager and City Attorney
Under negotiation: Price and Terms of Payment

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS:

4. Proclamations Recognizing Coachella Valley Students Kayak Across Salton Sea to Raise Awareness on Environmental Issues
5. Introduction of Coachella Chief of Police, Captain Herman Lopez
6. Presentation on Coronavirus (COVID-19) Response Efforts

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

7. Voucher Listings — EFT's/Manual Checks/Utility Billing Refunds/FY2020-21 Expenditures as of November 18, 2020, \$5,850,032.86.
8. Resolution No. 2020-62, a Resolution of the City Council of the City of Coachella, California, Releasing Subdivision Improvement Bonds for Tract 32264
9. Resolution No. 2020-67, Approving and Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974
10. Policies for Addressing Unfunded Retirement Costs
Resolution No. 2020-71 a Resolution of the City Council of the City of Coachella Establishing Policies for Addressing Unfunded Retirement Costs

- [11.](#) Quarterly Reports
- [12.](#) Platform Subscription Agreement (Permit Tracking Web-Based Software Services) with CityGrows in the amount of \$52,600 to be paid using LEAP Grant Funds (\$25,000.00) and SB-2 Grant Funds (\$27,600.00).
- [13.](#) Annual Purchase/Renewal of Billboard Advertisement from Lamar Advertising
- [14.](#) Approve Professional Services Agreement between City of Coachella and the Greater Coachella Valley Chamber of Commerce for fiscal year 2020-2021.
- [15.](#) Authorize Fee Waiver and Facility Use for the Coachella Library by Coachella Valley Community Tax Services.
- [16.](#) Authorization for use of AHSC and IIG Grant Funds to pay CP Coachella DPSS, LLC for Infrastructure-Related Design and Construction Costs related to development of the Sunline Transit Hub / 5th Street Pedestrian Path Extension Project in the amount of \$83,282.00 benefitting City-owned land located at the southeast corner of 4th Street and Cesar Chavez Street (APN: 778-080-012 and 778-080-013).
- [17.](#) First Amendment to Professional Service Agreement with NV5 in an amount of \$21,315 to provide Professional Engineering Services for the design of a signalized intersection, City Project ST-123.
- [18.](#) Professional Services Agreement with ATLAS in an amount of \$15,750 to provide Geotechnical Investigation for Fire Station Expansion #79 – City Project F-7.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [19.](#) Resolution No. WA-2020-10, a resolution readopting the temporary suspension of service turnoffs during the COVID-19 State of Emergency through January 15, 2021.
- [20.](#) Construction Contract with C.S. Legacy, Inc. in the amount of \$4,258,602 and an amount of \$425,860 for contingency for the construction of the Grapefruit Urban Greening + Connectivity Project – City Project ST-123.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- [21.](#) Coachella Travel Center Project
 - a) Environmental Assessment (EA 18-05) adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the development of the Coachella Travel Centre project.
 - b) Ordinance No. 1148 approving Change of Zone (CZ 18-11) from A-R (Agricultural Reserve) to C-G (General Commercial).
 - c) Conditional Use Permits (CUP 310 and 311) for drive-thru restaurant, car wash and truck wash facilities.
 - d) Variance (VAR 18-09) to allow a four-story hotel building in excess of 50 feet in height, in the C-G (General Commercial) zone.
 - e) Architectural Review (AR 18-09) to allow a new 3,800 sq. ft. convenience store with service station, 1,200 sq. ft. drive-thru restaurant, 5,555 sq. ft. restaurant, 2,677 sq. ft. car wash tunnel, 4,754 sq. ft.

truck washing facility, and 11, 259 sq. ft. 4-story hotel with related infrastructure on 14.1 acres of vacant land located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway

22. Hold a Public Hearing, Receive Public Comment, and Adopt Resolution No. 2020-70 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2021-22 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Green Infrastructure Improvements Project

23. Cairo Casitas Project

- Ordinance No. 1169 approving Change of Zone (CZ 20-2) to change the zoning from C-G (General Commercial) and R-M (Multiple Family Residential) to CN-PD (Neighborhood Commercial – Planned Development) and RM-PD (Multifamily Residential – Planned Development) on 0.49 acres of partially-developed land. (*First Reading*)
- Resolution No. 2020-69 approving Conditional Use Permit (CUP 328 setting land use regulations and minimum development standards for the CN-PD (Neighborhood Commercial – Planned Development Overlay) and R-M (Multiple-Family Residential – Planned Development Overlay) zones, and approving Architectural Review (AR 20-08) to allow parking lot and façade renovations of an existing commercial / mixed-use building and construction of a new 7,279 square foot, two-story apartments building with eight dwelling units and detached carports on 0.489 acres located at 51-704 Cesar Chavez Street (APN: 778-150-001). Tomer Tzadok (Applicant).

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager’s Comments.

ADJOURNMENT:

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

CITY OF COACHELLA CALIFORNIA

Proclamation

WHEREAS, three high school students from the Coachella Valley joined forces to raise attention to the plight of the Salton Sea to kayak across the Salton Sea with the determination to raise attention to both federal and state leaders; and

WHEREAS, with Covid-19 affecting our lives, these students realized that once this pandemic has run its course, we will still be faced with the same environmental problems that plagued us before the virus; and

WHEREAS, At 7:00 a.m. on Saturday, September 26, 2020, Layton Jones, Evalyn Garcia, and Clayton Jones (Layton's brother), joined forces to take action and raise awareness of the dilemma confronting the Salton Sea. The Coachella Valley students kayaked across the large body of water. All three students hope to get the attention of federal, state and local leaders; and

WHEREAS, Layton Jones, age 17 and a Palm Desert High School senior, is an intern at U.S. Representative Raul Ruiz, M.D.'s office where she is researching environmental problems at the Salton Sea and the negative impacts on Coachella Valley residents; and

WHEREAS, Evalyn Garcia, age 17 and a Desert Mirage High School senior, has worked with the Green Academy, where she has been collecting air samples throughout the east valley at different times of the day and recording the effects on local residents; and

WHEREAS, Clayton Jones, age 16 and a Palm Desert High School junior, has an interest in hard science, physics in particular. He too has developed an interest in developing a solution to the issues facing the Salton Sea; and

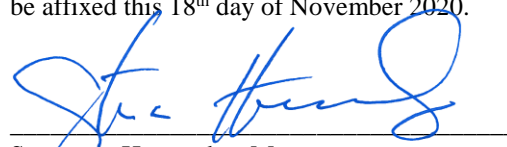
WHEREAS, Tired but triumphant, the three landed on the opposing shore just about 2:00 p.m., seven hours after starting their journey, and having traveled approximately 18 miles.

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

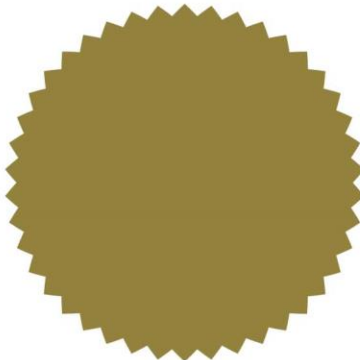
Layton Jones

and urge all citizens of the City of Coachella in joining me to commemorate her commitment to the citizens of Coachella, and determination to raise attention to federal and state leaders.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 18th day of November 2020.



Steven A. Hernandez, Mayor
City of Coachella, California



CITY OF COACHELLA CALIFORNIA

Proclamation

WHEREAS, three high school students from the Coachella Valley joined forces to raise attention to the plight of the Salton Sea to kayak across the Salton Sea with the determination to raise attention to both federal and state leaders; and

WHEREAS, with Covid-19 affecting our lives, these students realized that once this pandemic has run its course, we will still be faced with the same environmental problems that plagued us before the virus; and

WHEREAS, At 7:00 a.m. on Saturday, September 26, 2020, Layton Jones, Evalyn Garcia, and Clayton Jones (Layton's brother), joined forces to take action and raise awareness of the dilemma confronting the Salton Sea. The Coachella Valley students kayaked across the large body of water. All three students hope to get the attention of federal, state and local leaders; and

WHEREAS, Layton Jones, age 17 and a Palm Desert High School senior, is an intern at U.S. Representative Raul Ruiz, M.D.'s office where she is researching environmental problems at the Salton Sea and the negative impacts on Coachella Valley residents; and

WHEREAS, Evalyn Garcia, age 17 and a Desert Mirage High School senior, has worked with the Green Academy, where she has been collecting air samples throughout the east valley at different times of the day and recording the effects on local residents; and

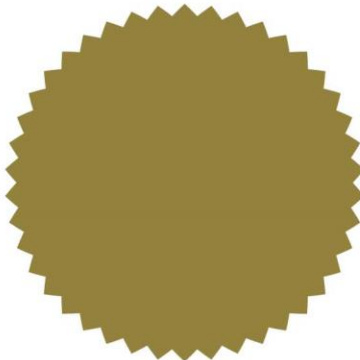
WHEREAS, Clayton Jones, age 16 and a Palm Desert High School junior, has an interest in hard science, physics in particular. He too has developed an interest in developing a solution to the issues facing the Salton Sea; and

WHEREAS, Tired but triumphant, the three landed on the opposing shore just about 2:00 p.m., seven hours after starting their journey, and having traveled approximately 18 miles.

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

Evalyn Garcia

and urge all citizens of the City of Coachella in joining me to commemorate her commitment to the citizens of Coachella, and determination to raise attention to federal and state leaders.



IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 18th day of November 2020.

Steven A. Hernandez, Mayor
City of Coachella, California

CITY OF COACHELLA CALIFORNIA

Proclamation

WHEREAS, three high school students from the Coachella Valley joined forces to raise attention to the plight of the Salton Sea to kayak across the Salton Sea with the determination to raise attention to both federal and state leaders; and

WHEREAS, with Covid-19 affecting our lives, these students realized that once this pandemic has run its course, we will still be faced with the same environmental problems that plagued us before the virus; and

WHEREAS, At 7:00 a.m. on Saturday, September 26, 2020, Layton Jones, Evalyn Garcia, and Clayton Jones (Layton's brother), joined forces to take action and raise awareness of the dilemma confronting the Salton Sea. The Coachella Valley students kayaked across the large body of water. All three students hope to get the attention of federal, state and local leaders; and

WHEREAS, Layton Jones, age 17 and a Palm Desert High School senior, is an intern at U.S. Representative Raul Ruiz, M.D.'s office where she is researching environmental problems at the Salton Sea and the negative impacts on Coachella Valley residents; and

WHEREAS, Evalyn Garcia, age 17 and a Desert Mirage High School senior, has worked with the Green Academy, where she has been collecting air samples throughout the east valley at different times of the day and recording the effects on local residents; and

WHEREAS, Clayton Jones, age 16 and a Palm Desert High School junior, has an interest in hard science, physics in particular. He too has developed an interest in developing a solution to the issues facing the Salton Sea; and

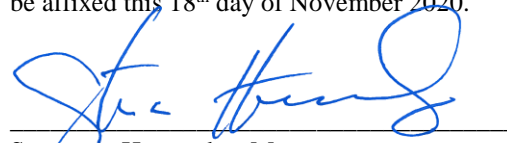
WHEREAS, Tired but triumphant, the three landed on the opposing shore just about 2:00 p.m., seven hours after starting their journey, and having traveled approximately 18 miles.

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

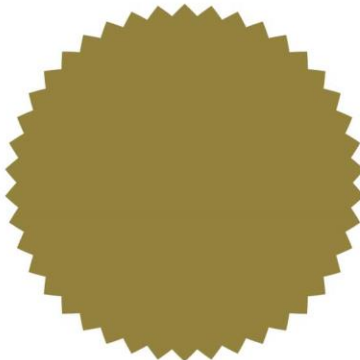
Clayton Jones

and urge all citizens of the City of Coachella in joining me to commemorate his commitment to the citizens of Coachella, and determination to raise attention to federal and state leaders.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 18th day of November 2020.



Steven A. Hernandez, Mayor
City of Coachella, California



apChkLst
10/12/2020 11:29:00AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
25	7/1/2020	51949	THE H.N. & FRANCES C. BER(07012020	7/1/2020	JULY2020- CIVIC CENTER	8,876.26	8,876.26
26	7/1/2020	53858	USDA RURAL DEVELOPMENT 07012020	7/1/2020	JULY2020- 2008 USDA WATEF	171,989.30	171,989.30
T FOR WELLS FARGO BANK -SEPARATE CHECK:							180,865.56

2 checks in this report.

Grand Total All Checks: 180,865.56

Date: July 1, 2020


City Manager: William B. Pattison Jr.


Finance Director: Nathan Statham

apChkLst
10/12/2020 11:58:10AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
27	8/1/2020	51949	THE H.N. & FRANCES C. BER08012020	8/1/2020	AUG2020- CIVIC CENTER	8,876.26	8,876.26
T FOR WELLS FARGO BANK -SEPARATE CHECK:							8,876.26

1 checks in this report.

Grand Total All Checks: 8,876.26

Date: August 1, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

apChkLst
10/12/2020 1:21:25PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
28	9/28/2020	49809	RAICES CULTURA 2020 Grant	9/28/2020	CORONAVIRUS RELIEF FUNI	17,321.47	17,321.47
29	9/28/2020	51949	THE H.N. & FRANCES C. BER(09012020	9/1/2020	SEP2020- CIVIC CENTER	8,876.26	8,876.26
30	9/28/2020	53858	USDA RURAL DEVELOPMENT09282020	9/28/2020	SEP2020- 2005-B USDA WAS1	173,396.47	173,396.47
T FOR WELLS FARGO BANK -SEPARATE CHECK:							199,594.20

3 checks in this report.

Grand Total All Checks: 199,594.20

Date: September 28, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

apChkLst
10/12/2020 9:56:26AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109305	10/14/2020	53874	ALVAREZ, ALBERTO	Ref000214592	10/7/2020	UB Refund Cst #00052288	94.54	94.54
109306	10/14/2020	53875	CAL DREAMSCAPE LANDSCA	Ref000214593	10/7/2020	UB Refund Cst #00052354	942.84	942.84
109307	10/14/2020	53870	COACHELLA VALLEY UNIFIED	Ref000214588	10/7/2020	UB Refund Cst #00052162	997.03	997.03
109308	10/14/2020	53842	DR HORTON	Ref000214583	10/7/2020	UB Refund Cst #00051839	33.61	33.61
109309	10/14/2020	53864	DR HORTON	Ref000214581	10/7/2020	UB Refund Cst #00051627	66.60	66.60
109310	10/14/2020	53866	DR HORTON	Ref000214584	10/7/2020	UB Refund Cst #00052003	79.13	79.13
109311	10/14/2020	53867	DR HORTON	Ref000214585	10/7/2020	UB Refund Cst #00052052	30.10	30.10
109312	10/14/2020	53868	DR HORTON	Ref000214586	10/7/2020	UB Refund Cst #00052069	66.60	66.60
109313	10/14/2020	53873	DR HORTON	Ref000214591	10/7/2020	UB Refund Cst #00052207	64.51	64.51
109314	10/14/2020	53876	FREGROSO, JULIET	Ref000214594	10/7/2020	UB Refund Cst #00045647	64.56	64.56
109315	10/14/2020	53869	GONZALEZ, MARISOL	Ref000214587	10/7/2020	UB Refund Cst #00052101	70.72	70.72
109316	10/14/2020	53861	HIGUERA, YOVANI	Ref000214577	10/7/2020	UB Refund Cst #00045500	92.52	92.52
109317	10/14/2020	53863	JACOBO, MARIA	Ref000214579	10/7/2020	UB Refund Cst #00050722	48.71	48.71
109318	10/14/2020	53871	LOPEZ, ALEJANDRO	Ref000214589	10/7/2020	UB Refund Cst #00052163	92.05	92.05
109319	10/14/2020	53860	MENDEZ, PEDRO	Ref000214576	10/7/2020	UB Refund Cst #00041381	17.87	17.87
109320	10/14/2020	53865	NARVAEZ, JULIO	Ref000214582	10/7/2020	UB Refund Cst #00051668	25.19	25.19
109321	10/14/2020	53872	NATIVIDAD, RICHARD	Ref000214590	10/7/2020	UB Refund Cst #00052205	86.44	86.44
109322	10/14/2020	53785	SMITH, KYLE	Ref000214580	10/7/2020	UB Refund Cst #00050883	21.00	21.00
109323	10/14/2020	53862	VENTURA, ELIZABET S.	Ref000214578	10/7/2020	UB Refund Cst #00049712	41.86	41.86

Sub total for WELLS FARGO BANK: 2,935.88

19 checks in this report.

Grand Total All Checks: 2,935.88

Date: October 14, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

apChkLst
10/13/2020 1:25:05PM

Check List
City of Coachella

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>
109324	10/13/2020	53879 ADAME, JULIAN REYES	2020 Grant	10/13/2020	CORONAVIRUS RELIEF FUNE	3,300.00	3,300.00
Sub total for WELLS FARGO BANK:							3,300.00

1 checks in this report.

Grand Total All Checks: 3,300.00

Date: October 13, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

apChkLst
10/26/2020 5:23:37PM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109325	10/28/2020	53881	COUNLEY, HOWARD R.	Ref000214883	10/20/2020 UB Refund Cst #00002614	11.21	11.21
109326	10/28/2020	53883	DR HORTON	Ref000214885	10/20/2020 UB Refund Cst #00051934	55.99	55.99
109327	10/28/2020	53884	DR HORTON	Ref000214886	10/20/2020 UB Refund Cst #00052050	82.74	82.74
109328	10/28/2020	53885	DR HORTON	Ref000214887	10/20/2020 UB Refund Cst #00052051	82.74	82.74
109329	10/28/2020	53886	DR HORTON	Ref000214888	10/20/2020 UB Refund Cst #00052053	82.74	82.74
109330	10/28/2020	53888	DR HORTON	Ref000214890	10/20/2020 UB Refund Cst #00052209	61.17	61.17
109331	10/28/2020	53887	SAN DIEGO HOUSE BUYERS	Ref000214889	10/20/2020 UB Refund Cst #00052097	45.68	45.68
109332	10/28/2020	53882	WELCH, RAQUEL	Ref000214884	10/20/2020 UB Refund Cst #00043496	48.57	48.57
Sub total for WELLS FARGO BANK:							470.84

8 checks in this report.

Grand Total All Checks: 470.84

Date: October 28, 2020



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
31	10/28/2020	02320	CALPERS	1000000162029	10/14/2020 #6373819375, NOV2020 HEAL	7,347.10	
				1000000162029	10/14/2020 #6373819375, NOV2020 HEAL	93,336.55	100,683.65
32	10/28/2020	02167	MICHAEL BAKER INTERNATIC	1097126	10/12/2020 PE9/27 AVE50/I-10 INTERCHA	20,067.26	20,067.26
33	10/28/2020	42187	MUFG UNION BANK, N.A.	1231234	9/20/2020 SP20-AG21, COA LEASE REV	3,140.00	3,140.00
34	10/28/2020	52802	RED WING BUSINESS ADVAN	2020100800343	10/8/2020 10/2 EMPLOYEE WORK BOO	239.61	239.61
35	10/28/2020	44262	SCST, INC.	680888	8/28/2020 PE8/28 ATP CYCLE 2 PJCT	1,280.00	1,280.00
36	10/28/2020	52924	SIEMENS MOBILITY, INC.	5610239097	9/24/2020 AUG2020 TRAFFIC SIGNAL M	1,812.80	
				5620032325	9/24/2020 AUG2020 TRAFFIC SIGNAL C.	4,297.38	6,110.18
T FOR WELLS FARGO BANK -SEPARATE CHECK:							131,520.70

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109333	10/28/2020	48977	ADT COMMERCIAL	136516370	10/4/2020	NOV2020 ALARM/EXT SVC PF	626.74	
				136516371	10/4/2020	NOV2020 ALARM/EXT SVC PF	1,023.39	
				136516372	10/4/2020	NV-JA2021 ALARM/EXT SVC F	572.70	
				136516373	10/4/2020	NV-JA2021 ALARM/EXT SVC F	212.85	
				136516374	10/4/2020	NOV2020 CELL/ESUITE/ALAR	62.00	
				136516375	10/4/2020	NOV2020 CELL/EXT SVC PRC	27.00	
				136516376	10/4/2020	NV-JA2021 ALARM/EXT SVC F	179.85	
				136516369	10/4/2020	NV-JA2021 ALARM/EXT SVC F	413.70	3,118.23
109334	10/28/2020	46835	AIR AND HOSE SOURCE, INC.	399271	10/5/2020	PRESSURE WASHER HOSE A	352.92	352.92
109335	10/28/2020	48014	ALBERT A. WEBB ASSOCIATE	201845	5/23/2020	PE5/23 SVCS: COC V. LAI	4,304.25	4,304.25
109336	10/28/2020	01436	AMERICAN FORENSIC NURSE	73789	8/31/2020	AUG2020 BLOOD DRAWS	220.00	
				73842	9/15/2020	SEP2020 BLOOD DRAWS, DR	480.00	700.00
109337	10/28/2020	53291	ANGENIOUS ENGINEERING	19-03-017	9/30/2020	PE9/30 DILLON RD BRIDGE	34,923.57	
				19-07B-007	9/30/2020	PE9/30 SR-86/AVE50 INTERCI	5,610.00	40,533.57
109338	10/28/2020	42837	ARAMARK UNIFORM SERVICE	SEPT2020	9/30/2020	PE9/30 UNIFORMS, MATS & C	2,889.20	
				SEPT2020 CC	9/30/2020	PE9/30 MATS & MOPS	344.84	
				SEPT2020 GRF	9/30/2020	PE9/30 UNIFORMS	63.76	
				SEPT2020 SAN	9/30/2020	PE9/30 UNIFORMS, MATS & C	860.22	4,158.02
109339	10/28/2020	42837	ARAMARK UNIFORM SERVICE	22780741	9/22/2020	WEARTEC SS JERSEY KNIT F	24.97	
				22796015	9/26/2020	POLY PRFMNCE SS POLO W/	139.04	164.01

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109340	10/28/2020	45929	BECK OIL, INC.				
			38135CL	8/31/2020	PE8/31 GRAFFITI DEPT FUEL	252.44	
			38380CL	9/15/2020	PE9/15 PARKS DEPT FUEL	810.96	
			38412CL	9/15/2020	PE9/15 CODE ENF DEPT FUE	483.89	
			38431CL	9/15/2020	PE9/15 BLDG MAINT DEPT FL	213.40	
			38432CL	9/15/2020	PE9/15 ADMIN DEPT FUEL	16.50	
			38464CL	9/15/2020	PE9/15 GRAFFITI DEPT FUEL	226.55	
			38726CL	9/30/2020	PE9/30 ENG DEPT FUEL	131.99	
			38727CL	9/30/2020	PE9/30 BLDG/PLANNING DEP	87.51	
			38732CL	9/30/2020	PE9/30 STREETS DEPT FUEL	821.94	
			38734CL	9/30/2020	PE9/30 WATER DEPT FUEL	624.89	
			38737CL	9/30/2020	PE9/30 PARKS DEPT FUEL	884.42	
			38759CL	9/30/2020	PE9/30 VEHICLE MAINT DEPT	160.45	
			38760CL	9/30/2020	PE9/30 SENIOR CNTR FUEL	277.18	
			38771CL	9/30/2020	PE9/30 CODE ENF DEPT FUE	532.20	
			38783CL	9/30/2020	PE9/30 SANITARY DEPT FUEL	835.20	
			38791CL	9/30/2020	PE9/30 BLDG MAINT DEPT FL	154.44	
			38792CL	9/30/2020	PE9/30 ADMIN DEPT FUEL	30.61	
			38828CL	9/30/2020	PE9/30 GRAFFITI DEPT FUEL	326.87	
			401214	9/21/2020	DYED CARB ULS DIESEL	575.82	7,447.26
109341	10/28/2020	02187	BENLO R.V. II				
			12833	9/24/2020	5.3GAL LP GAS	22.42	
			12838	10/1/2020	8.5GAL LP GAS	35.95	58.37

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109342	10/28/2020	43462	BEST BEST & KRIEGER, LLP	886848	9/29/2020	PE8/31, #80237.00836, VISTA I	291.15
				886849	9/29/2020	PE8/31, #80237.00844, CHROI	3,713.85
				886857	9/29/2020	PE8/31, #80237.03004, AV50 F	6,087.85
				886850	9/29/2020	PE8/31, #80237.00851, GLEN I	877.30
				886851	9/29/2020	PE8/31, #80237.00857, RENEV	34,663.30
				886852	9/29/2020	PE8/31, #80237.00858, COA W	509.40
				886853	9/29/2020	PE8/31, #80237.00863, ADV BI	660.60
				886854	9/29/2020	PE8/31, #80237.00868, TRAVE	666.70
				886855	9/29/2020	PE8/31, #80237.00871, LIGHTI	131.30
				886856	9/29/2020	PE8/31, #80237.03003, AV50 F	84.90
				886841	9/29/2020	PE8/31, #80237, GENERAL RE	31,645.00
				886842	9/29/2020	PE8/31, #80237.00231, G. THC	46.40
				886843	9/29/2020	PE8/31, #80237.00443, G. THC	361.85
				886844	9/29/2020	PE8/31, #80237.00445, DESEF	1,640.80
				886845	9/29/2020	PE8/31, #80237.00802, WATEF	820.70
				886846	9/29/2020	PE8/31, #80237.00810, LABOF	1,132.00
				886847	9/29/2020	PE8/31, #80237.00819, CODE	141.50
109343	10/28/2020	00836	BIO-TOX LABORATORIES	40114	9/15/2020	LAB SERVICES: 8/7+21	1,131.00
				40115	9/15/2020	LAB SERVICES: 8/7+21	232.00
109344	10/28/2020	44494	BURRTEC WASTE & RECYCLIBD	10/1/20	10/1/2020	AC 44-BS 405340, 85075 AVE	89.98
109345	10/28/2020	52907	BYE-BYE BIRDY PIGEON REM	385628	10/12/2020	DEPOSIT- INSTLL'N OF PIGEON	500.00
109346	10/28/2020	53627	CANNON PARKIN, INC.	203706	9/24/2020	PE9/18 FIRE STATION REHAB	45,800.00
109347	10/28/2020	50471	CASTILLO, VICTOR	9/28 Reimb	10/8/2020	REIMBURSEMENT FOR WOR	206.61
109348	10/28/2020	53423	CBE OFFICE SOLUTIONS	IN2307047	9/20/2020	ACC #CC3502, COLOR COPIE	935.44
109349	10/28/2020	02048	CDW GOVERNMENT, INC.	1073407	9/9/2020	ADESSO CYBERTRACK WEB	388.37
				1096109	9/9/2020	HP PAGEWIDE PRO MFP	699.99
				1900500	9/24/2020	PANASONIC AC ADPT	225.47
				2220279	10/1/2020	HP SB V270 27 MON ADS PNL	558.59
				2223101	10/1/2020	XEROX C400/C405 HI CAP TC	662.55
109350	10/28/2020	53426	CELL BUSINESS EQUIPMENT	69534178	9/12/2020	SHARP MX5071+MX6071+MX	275.45
				69644210	9/20/2020	SHARP MX5071+MX6071+MX	610.58
109351	10/28/2020	07950	CITY OF COACHELLA	Aug 2020	8/31/2020	AUG2020 WATER- ST, PARKS	36,347.79
				Aug 2020-LLD's	8/31/2020	AUG2020 WATER- LLD'S	29,696.25

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109352	10/28/2020	53220	COACHELLA ACE HARDWARE	1168/1	10/6/2020	CMNT PVC RD HOT LOVOC, E	18.29	
				1176/1	10/8/2020	DRILL/IMPACT KIT, ETC	278.38	
				1125/1	9/21/2020	C+K INT EGG TNT BS NB 1Q	29.02	
				1127/1	9/22/2020	FROG TAPE DELICATE 1.88"	10.86	
				1133/1	9/24/2020	PAINTBRUSH FOAM 3"	21.01	
				1142/1	9/27/2020	WALL REPAIR PATCH, ETC	37.38	
				1145/1	9/28/2020	CLEANER OVEN EZ OFF, ETC	61.85	
				1147/1	9/29/2020	ROLLER COVER W/ FRAME, I	30.35	
				1153/1	10/1/2020	SPRYPNT ACE GLS WHITE, E	56.89	
				1154/1	10/1/2020	TIE DOWN W/ RTCH, ETC	98.17	
				1165/1	10/5/2020	MISC FASTENERS	173.98	816.18
109353	10/28/2020	53891	COACHELLA SC, LLC	Overpayment	10/20/2020	OVERPAYMENT- SALES TAX I	2.78	2.78
109354	10/28/2020	01924	CONSOLIDATED ELECTRICAL	3298-416369	9/28/2020	FLUOR LAMP	60.95	
				3298-416395	9/29/2020	BRONZE DIRECTIONAL LIGHT	342.33	
				3298-416454	10/1/2020	200W 12V TRANSF	216.25	619.53
109355	10/28/2020	52375	CORE & MAIN LP	M994612	9/29/2020	WIRE PULLING SOCK PIPE	241.00	
				M995073	9/29/2020	1X3 REP CLP FULL CIRCLE, E	845.46	1,086.46
109356	10/28/2020	00214	CORONET CONCRETE PROD	1125870	9/14/2020	6.0 SACK EQ 60/40 FA	328.29	328.29
109357	10/28/2020	00749	COUNTY OF RIVERSIDE	SH0000037980	9/24/2020	7/30-8/26 LAW ENFORCEMEN	670,572.31	670,572.31
109358	10/28/2020	11800	COUNTY OF RIVERSIDE	AN0000002072	10/21/2020	SEP2020 ANL SHLTR+FIELD+	17,944.48	17,944.48
109359	10/28/2020	43636	CPRS	2020-21 Mbrshp	9/18/2020	MBRSHP RNWL: ID #139731-	145.00	145.00
109360	10/28/2020	49858	CV PIPELINE CORP.	S2442	10/12/2020	STORM DRAIN SYSTEM MAIN	13,440.00	
				S2428	9/24/2020	9/18 HYDRO-WASH @ SIXTH	1,400.00	
				S2437	10/8/2020	9/21 HYDRO-WASH @ SIXTH	1,500.00	16,340.00
109361	10/28/2020	48603	CV STRATEGIES	5750	9/4/2020	AUG2020 STRATEGIC COMM	1,067.50	1,067.50
109362	10/28/2020	09650	CVAG	CV20183-20	6/5/2020	AVE 48 WIDENING (VAN BURI	74,474.29	74,474.29
109363	10/28/2020	50103	D&H WATER SYSTEMS	I 2020-0811	7/28/2020	SFC ANALYZER	9,720.00	9,720.00
109364	10/28/2020	12870	DEPARTMENT OF JUSTICE	470414	9/8/2020	AUG2020 BLOOD ALCOHOL A	175.00	175.00
109365	10/28/2020	42761	DEPT OF ENVIRONMENTAL H	IN0394183	9/14/2020	FAC #FA0011056, BGDMA SW	812.00	812.00
109366	10/28/2020	47952	DESERT LIVE SCAN	6639	9/28/2020	SEPT2020 EMPLOYEE FINGE	50.00	50.00
109367	10/28/2020	52970	DESERT POOL SPECIALISTS,	124384	10/1/2020	OCT2020 FOUNTAIN SVCS	400.00	400.00

apChkLst
10/27/2020 8:06:54AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109368	10/28/2020	13700	DEWEY PEST CONTROL INC. 13766453	10/1/2020	AC1126447, OCT-DEC2020, SI	90.00	
			13772228	10/1/2020	AC1404426, OCT-DEC2020, LI	255.00	
			13777407	10/1/2020	AC102942, OCT-DEC2020, 15	175.50	
			13778964	10/1/2020	AC1008112, OCT-DEC2020, C	126.00	
			13790531	10/1/2020	AC103361, OCT2020, SENIOR	80.00	
			13802478	10/1/2020	AC241000, OCT-DEC2020, 15	111.00	
			13819880	10/1/2020	AC1067451, OCT-DEC2020, 1	111.00	
			AC934340-OT/D	10/1/2020	AC934340, OCT-DEC2020, SA	450.00	
			AC1062335-OT/	10/1/2020	AC1062335, OCT-DEC2020, C	426.00	1,824.50
109369	10/28/2020	14860	E. K. WOOD LUMBER COMPAN 491918	10/5/2020	PWR SEAL CLAMP	16.05	16.05
109370	10/28/2020	53880	EBERHARD EQUIPMENT INC. 10766	6/29/2020	TINE & SOCKET	1,201.99	
			11715	10/7/2020	HAND CRANK & PUMP	1,818.03	
			11716	10/7/2020	DIAPHRAGM	61.89	3,081.91
109371	10/28/2020	44713	FARMER BROTHERS CO. 70276216	10/6/2020	COFFEE & CREAMER	330.54	330.54
109372	10/28/2020	15750	FEDEX 7-005-84100	5/8/2020	APR2020 FEDEX SVCS	68.51	
			7-075-00309	7/24/2020	JULY2020 FEDEX SVCS	81.91	
			7-139-41513	10/2/2020	SEP2020 FEDEX SVCS	16.83	
			7-146-77031	10/9/2020	SEP-OCT2020 FEDEX SVCS	16.96	184.21
109373	10/28/2020	51141	FENCEWORKS, INC. 122690	9/30/2020	OT2020-MA2021 FENCE RNTI	248.30	248.30
109374	10/28/2020	44088	FERGUSON ENTERPRISES, I 9292195	9/24/2020	KIT REG BRS RETAN NUT	181.28	
			9292232	9/23/2020	KIT REG BRS RETAN NUT	181.28	362.56
109375	10/28/2020	51604	FRONTIER 3982369-SP20	9/25/2020	760/398-2369, 9/25/20	70.51	70.51
109376	10/28/2020	43672	FULTON DISTRIBUTING COM 515901	9/24/2020	NITRILE GLOVES	237.62	
			516186	9/29/2020	4X10 UTILITY PAD, ETC	40.90	
			517394	10/14/2020	CLNR DISINFECT PINE	748.50	
			517395	10/14/2020	LINER, URINAL SCREEN, ETC	288.72	
			517396	10/14/2020	POLY T-SHIRT BAG	159.41	
			517516	10/14/2020	TRIGGER SPRAYER	16.32	1,491.47
109377	10/28/2020	51494	GARDA CL WEST, INC. 10594410	10/1/2020	OCT2020 ARMORED TRANSF	626.43	
			10594419	10/1/2020	OCT2020 CASHLINK MAINTEN	796.09	1,422.52
109378	10/28/2020	00207	GRAINGER INC 9668002687	9/29/2020	PHOTOCONTROL & HPS BUL	1,979.43	
			9670857334	10/1/2020	DRUM PLUG, WORKSHOP VI	344.11	2,323.54
109379	10/28/2020	01864	HAAKER EQUIPMENT COMPAC 65567	9/25/2020	1"X10' LDR 3000 & 1" FEMALE	131.77	131.77

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109380	10/28/2020	00996	HOME DEPOT	0010030	9/24/2020	MAK 18V RECIP SAW, ETC	165.85	
				4014010	8/31/2020	HOMER BUCKET, GLOVES, T	301.76	
				5010551	9/29/2020	RATCHET TIE-DOWN, ETC	27.07	
				9011089	10/5/2020	DEWALT 3600 PSI GAS PRES	673.03	1,167.71
109381	10/28/2020	20450	IMPERIAL IRRIGATION DISTRI	50035560-SP20	10/1/2020	AC50035560, 8/28-9/28, ST LIC	18,641.21	
				50035734-SP20	10/6/2020	AC50035734, 9/1-10/1, CVHS F	71.72	
				50035755-SP20	9/29/2020	AC50035755, 8/27-9/24, PUMP	9,128.97	
				50035836-SP20	10/6/2020	AC50035836, 9/2-10/1, WELL #	60.72	
				50217597-SP20	10/6/2020	AC50217597, 9/2-10/1	41.73	
				50387122-SP20	10/8/2020	AC50387122, 9/2-10/1, SEWEF	28,192.07	
				50404153-SP20	10/6/2020	AC50404153, 9/2-30	72.57	
				50404154-SP20	10/6/2020	AC50404154, 9/2-30	13.19	
				50404155-SP20	10/6/2020	AC50404155, 9/2-30	13.30	
				50408460-SP20	9/29/2020	AC50408460, 8/27-9/24, WELL	7,046.77	
				50416425-SP20	10/6/2020	AC50416425, 9/2-30	95.56	
				50434217-SP20	9/29/2020	AC50434217, 8/27-9/24	36.96	
				50459795-SP20	9/29/2020	AC50459795, 8/27-9/24	42.36	
				50459796-SP20	9/29/2020	AC50459796, 8/27-9/24	67.45	
				50459819-SP20	9/29/2020	AC50459819, 8/27-9/24	55.61	
				50487676-SP20	10/6/2020	AC50487676, 9/2-10/1, LIFT ST	14.04	
				50516108-SP20	10/6/2020	AC50516108, 9/2-30	13.39	
				50522793-SP20	9/29/2020	AC50522793, 8/26-9/24, SCAD	13.75	
				50527782-SP20	10/6/2020	AC50527782, 9/2-30	12.34	
				50642002-SP20	10/6/2020	AC50642002, 9/2-10/1	98.52	
				50642141-SP20	10/6/2020	AC50642141, 9/2-10/1	40.20	
				50705542-SP20	10/6/2020	AC50705542, 9/2-10/1, PERMI	1,831.32	
				MdAG-MdSP	9/16/2020	MID AUGUST-MID SEPTEMBE	54,601.85	
				50705544-SP20	10/6/2020	AC50705544, 9/2-10/1, PERMI	115.39	
				50733502-SP20	10/6/2020	AC50733502, 9/2-30	26.62	
				50734422-SP20	10/6/2020	AC50734422, 9/2-30	45.81	120,393.42
109382	10/28/2020	45757	IMPERIAL IRRIGATION DISTRI	4029431	10/7/2020	ENG FEE- 49613 HWY 111 & F	3,000.00	3,000.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109383	10/28/2020	45108	IMPERIAL SPRINKLER SUPPL	4359374-00	9/25/2020	RAINBIRD 4" POP-UP ROTOR	285.92	
				4360102-00	9/25/2020	PROLINE HOSE & PISTOL NO	43.26	
				4348833-00	9/16/2020	CHAPIN SURESPRAY 1GAL P	58.70	
				4350532-00	9/17/2020	GLUE GREY LOW VOC PVC C	12.94	
				4356225-00	9/22/2020	4" ORANGE TRENCH SHOVEL	69.25	
				4356586-00	9/22/2020	3" BLUE TRENCH SHOVEL & I	123.82	
				4357833-00	9/23/2020	HUNTER ULTRA 6" POP-UP AI	515.22	
				4358132-00	9/23/2020	STAPLE 11 GAUGE 6" JUTE	5.18	
				4358443-00	9/23/2020	DRIPRB BUG EMMITER	25.45	
				4358597-00	9/23/2020	5" RED TRENCH SHOVEL, TE	79.85	
				4358597-01	9/25/2020	RAINBIRD ROTOR POP-UP &	595.30	
				4359366-00	9/23/2020	RAINBIRD 4" POP-UP ROTOR	141.66	1,956.55
109384	10/28/2020	53779	JONES, ROACH & CARINGELL	2020-030	9/14/2020	APPRAISAL/CONSULTING SV	30,000.00	30,000.00
109385	10/28/2020	53889	KEVC-TV	545722-1	9/27/2020	8/31-9/13 AD SPOT: COVID-19	200.00	200.00
109386	10/28/2020	53151	KLOB-FM	545237-1	9/27/2020	8/31-9/14 AD SPOT: COVID-19	600.00	
				545433-2	9/27/2020	8/31-9/4 AD SPOT: MASK GIVI	350.00	950.00
109387	10/28/2020	47328	KONICA MINOLTA	36318083	9/22/2020	BIZHUB C454+951+C364, JUL	2,348.99	
				36330986	9/25/2020	BIZHUB C454E, CITY HALL, SI	212.07	
				36357546	9/30/2020	BIZHUB 501, UTILITIES DEPT.	163.44	2,724.50
109388	10/28/2020	44047	KONICA MINOLTA BUSINESS	9007130450	9/19/2020	BIZHUB C360, CITY HALL, 8/2	65.12	
				9007133167	9/20/2020	BIZHUB C360, CITY HALL, 9/2	42.83	
				9007140504	9/23/2020	BIZHUB 282, FIRE DEPT, 8/23	1.14	
				9007164586	9/30/2020	BIZHUB C360, CORP YARD, S	328.72	
				9007153897	9/28/2020	BIZHUB C364+C454+PRO 951	147.06	584.87
109389	10/28/2020	53152	KPST-FM	545435-2	9/27/2020	8/31-9/3 AD SPOT: MASK GIVI	350.00	
				545444-1	9/27/2020	8/31-9/13 AD SPOT: COVID-19	400.00	750.00
109390	10/28/2020	53890	KVER-TV	545741-1	9/27/2020	8/31-9/13 AD SPOT: COVID-19	800.00	800.00
109391	10/28/2020	45051	LAMAR OF PALM SPRINGS	111823696	9/28/2020	9/28-10/25 ADVERTISING: CO	1,500.00	
				111810617	9/28/2020	9/28 ADVERTISING: COVID-19	150.00	
				111856925	10/5/2020	10/5-11/1 ADVERTISING: COV	1,000.00	2,650.00
109392	10/28/2020	50439	LANTelligence, INC.	20200520	9/25/2020	OCT2020/21 SHORETEL PART	4,108.56	4,108.56
109393	10/28/2020	50501	LIVESCAN MGMT GROUP, INC	10072020	10/7/2020	ALUMINUM PLAYGROUND SH	1,533.38	1,533.38
109394	10/28/2020	24600	LOPES HARDWARE	009389	6/4/2020	PADLOCKS	339.04	339.04
109395	10/28/2020	49857	MANPOWER US INC.	35328857	10/4/2020	WE 9/27, 10/4: RAMIREZ	744.00	744.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109396	10/28/2020	25555	MATICH CORPORATION	82020030	9/11/2020	PE8/31 2020 PAVEMENT IMPF	273,911.89	
				92020030	10/7/2020	PE9/30 2020 PAVEMENT IMPF	1,248,536.84	1,522,448.73
109397	10/28/2020	53894	MONTE ALBAN	2020 Grant	10/26/2020	CORONAVIRUS RELIEF FUNC	3,300.00	3,300.00
109398	10/28/2020	00101	MUNISERVICES/AVENU	INV06-010061	10/5/2020	CLEARVIEW/STARS 2020 SVC	300.00	300.00
109399	10/28/2020	49482	NAPA AUTO PARTS	159748	10/1/2020	COMMERCIAL BATTERY	456.90	456.90
109400	10/28/2020	01882	NORTHERN TOOL & EQUIPME	46045398	9/24/2020	ALUM CRV PIPE WRENCH, C	225.79	225.79
109401	10/28/2020	42112	NRO ENGINEERING	09-20-016	8/31/2020	PE8/31 PLNCK, STORMWATE	2,362.50	
				10-20-010	9/30/2020	PE9/30 PLNCK, COACHELLA \	535.50	
				10-20-011	9/30/2020	PE9/30 PLNCK, PUEBLO VIEJ	2,142.00	
				10-20-012	9/30/2020	PE9/30 PLNCK, STORMWATE	1,181.25	
				10-20-013	9/30/2020	PE9/30 PLNCK, VISTA ESCON	1,181.25	
				10-20-014	9/30/2020	PE9/30 PLNCK, PALM VIEW E	5,622.75	
				10-20-015	9/30/2020	PE9/30 PLNCK, TRACT 31698	525.00	13,550.25
109402	10/28/2020	52757	OLLIN STRATEGIES	150	10/19/2020	OCT2020 CONSULTING SVCS	5,000.00	5,000.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109403	10/28/2020	47192	O'REILLY AUTO PARTS	2855-261454	10/7/2020	TRANS CABLE	-57.38
				2855-261460	10/7/2020	ALTERNATOR	115.05
				2855-261461	10/7/2020	OIL FILTER	18.71
				2855-263320	10/13/2020	OIL FILTER	12.04
				2855-263348	10/13/2020	BATTERY	101.16
				2855-263363	10/13/2020	OIL FILTER	5.98
				2855-258490	9/28/2020	SEMI-MET PAD & AIR FILTER	43.85
				2855-258539	9/28/2020	A/C HTR RLY	23.87
				2855-258643	9/28/2020	RADIATOR, AC CONDENSER,	445.78
				2855-258648	9/28/2020	CONNECTOR	179.43
				2855-258838	9/29/2020	R&P BELLOW	16.62
				2855-258940	9/29/2020	NEW CV SHAFT	175.89
				2855-263464	10/13/2020	TOGGLE SW	16.61
				2855-263570	10/13/2020	HEATER VALVE	-27.75
				2855-263778	10/14/2020	BATTERY	96.29
				2855-259184	9/30/2020	WATER PUMP, THERMOSTAT	57.35
				2855-259228	9/30/2020	CV BOOT KIT & AC CONDENS	-188.31
				2855-259340	9/30/2020	TRANS CABLE	57.38
				2855-260805	10/5/2020	CABIN FILTER	34.68
				2855-260806	10/5/2020	WATER PUMP & THERMOSTA	38.38
				2855-260971	10/5/2020	RADIATOR	138.12
				2855-261139	10/6/2020	DISC PAD SET & SWAY BAR L	68.43
				2855-259183	9/30/2020	AC CONDENSER	121.51
				2855-261145	10/6/2020	ORNG/GSKT KT	35.50
				2855-261233	10/6/2020	EGR SENSOR & HEATER VAL	104.52
				2855-261257	10/6/2020	NEW MAF	70.61
				2855-261309	10/6/2020	VALVE ASY	31.13
109404	10/28/2020	50595	PACIFIC LIGHTWAVE INC	20-0810	9/1/2020	OCT-DEC2020 BUSINESS INT	2,397.00
							1,735.45
							2,397.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109405	10/28/2020	02028	PETE'S ROAD SERVICE, INC.	444338-00	9/22/2020	FLAT REPAIR	42.34
				447543-00	10/5/2020	MOUNT/BALANCE NEW TIRE	849.03
				448154-00	10/7/2020	SVC CALL: TRACTOR FLAT R	179.08
				444372-00	9/23/2020	FLAT REPAIR	27.11
				444494-00	9/23/2020	FLAT REPAIR	27.11
				444918-00	9/28/2020	MOUNT/BALANCE NEW TIRE	123.44
				444968-00	9/28/2020	P225/70R15 HANKOOK KINEF	380.10
				446098-00	9/29/2020	MOUNT/BALANCE NEW TIRE	351.04
				447445-00	10/5/2020	FLAT REPAIR & ALIGNMENT	106.11
109406	10/28/2020	49763	PLAZA TOWING INC.	20-0923-1166	9/25/2020	9/23 TOWING: AVE 54 TO RDC	225.00
				20-0923-1167	9/25/2020	9/23 TOWING: CORP YARD TR	225.00
				20-0929-1327	9/29/2020	9/29 TOWING: RDO EQUIPME	225.00
							675.00
109407	10/28/2020	53877	POWER GIRLS	1	10/1/2020	10/1 HOOD CLEANING @ RLF	350.00
				1-A	10/1/2020	10/1 HOOD CLEANING @ BGI	350.00
							700.00
109408	10/28/2020	52389	POWER SECURITY GROUP INC	4321	8/5/2020	JULY2020 PATROL SVCS	5,392.80
				4386	9/30/2020	SEP2020 PATROL SVCS	5,221.60
				4322	8/5/2020	JULY2020 SECURITY GRD SV	3,680.80
				4385	9/30/2020	SEP2020 SECURITY GRD SVCS	3,424.00
							17,719.20
109409	10/28/2020	53198	PROACTIVE ENGINEERING	18097	9/18/2020	PE8/31 STORMWATER MASTI	4,030.00
							4,030.00
109410	10/28/2020	52344	QUADIENT FINANCE USA, INC	CD 9/11/20	9/11/2020	POSTAGE BY PHONE #7900 C	1,025.82
							1,025.82
109411	10/28/2020	52327	QUADIENT LEASING USA, INC	N8491010	9/19/2020	OT-JA2021, LSE #N17071771-	787.14
							787.14
109412	10/28/2020	52470	R & R TOWING	52965	8/30/2020	8/30 TOWING: JFK HOSPITAL	255.00
				52987	9/27/2020	9/27 TOWING: 82253 INDIO BI	255.00
				53967	9/3/2020	9/3 TOWING: AV50/CALHOUN	255.00
							765.00
109413	10/28/2020	42443	RDO EQUIPMENT CO.	W2506845	9/28/2020	9/23-24 HYDRAULIC DIAGNOSE	1,424.23
							1,424.23
109414	10/28/2020	50340	ROYAL GYM SERVICES	5956	10/2/2020	DELIVERED/INSTLL'D FITNES	200.93
							200.93
109415	10/28/2020	47658	RUIZVA L. PEST CONTROL	101	9/22/2020	SEP2020 SVCS: FIRE STATIOI	65.00
							65.00
109416	10/28/2020	00382	SAFEGUARD BUSINESS SYSTEMS	1034255503	10/7/2020	#10 ENV SGL WIN GUM SIDE:	252.76
							252.76
109417	10/28/2020	32950	SAFETY-KLEEN SYSTEMS, INC	84140201	9/9/2020	9/1 OIL SVC	332.00
							332.00
109418	10/28/2020	53893	SANTA FE RESTAURANT	2020 Grant	10/26/2020	CORONAVIRUS RELIEF FUNDE	3,300.00
							3,300.00
109419	10/28/2020	35000	SMART & FINAL	036303	10/7/2020	CUPS, WATER & CREAMER	89.01
							89.01

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109420	10/28/2020	35450	SOCALGAS	1377 6th-SP20	9/23/2020	AC 012 623 3701 5, 8/20-9/21	72.93	
				1500 6th-SP20	9/23/2020	AC 020 678 1257 4, 8/20-9/21	16.57	
				1515 6th-SP20	9/23/2020	AC 031 523 3700 6, 8/20-9/21	20.26	
				1540 7th-SP20	9/23/2020	AC 008 423 3900 4, 8/20-9/21	35.95	
				84626Bag-SP20	9/23/2020	AC 153 323 6215 9, 8/20-9/21	15.78	
				87075Av54-SP20	9/23/2020	AC 123 573 5834 5, 8/20-9/21	37.07	
				BagPool-SP20	9/23/2020	AC 069 323 6500 7, 8/20-9/21	15.78	214.34
109421	10/28/2020	47319	SPARKLETTS	9467308 092420	9/24/2020	AUG-SEP2020 WATER @ SAN	362.91	362.91
109422	10/28/2020	52595	STAPLES BUSINESS CREDIT	7306215117-0-1	9/17/2020	PURELL LTX-12 DISPENSER	187.01	
				7306221868-0-1	9/17/2020	PURELL LTX-12 DISPENSER	233.76	
				7310579701-0-1	8/25/2020	SUPER STRONG MAGNETS 1	24.46	
				7310579701-0-2	8/25/2020	10 MAGNET SENTENCE STRI	21.22	
				7314625534-0-2	9/25/2020	DISINFECTANT SPRAY	8.15	
				7315004079-0-1	9/30/2020	PENTELE ENERGET RTX, 12PK	157.15	
				7315005063-0-1	9/30/2020	SPLS 8.5X11 REC COPY CS	140.25	
				7310579701-0-3	8/25/2020	DIE CUT MGNT NTBOOK PG	11.41	
				7311563181-0-1	8/19/2020	PLASTIC MONITOR STAND, E	51.95	
				7310579701-0-4	8/21/2020	WS-852 DIGITAL RECORDER	72.85	
				7313609421-0-2	9/15/2020	HP 63 BLACK INK CARTRIDGI	21.68	
				7314308589-0-1	9/21/2020	MONO CORRECTION TAPE, M	74.25	
				7314625534-0-1	9/29/2020	HP 63 COLOR, HP 63 BLK INK	88.84	
				7313259756-0-2	9/14/2020	CLOROX DSNFCT WIPES	10.85	
				7313514342-0-1	9/8/2020	NESTLE PURE LIFE & DIET C	80.48	
				7313609421-0-1	9/9/2020	STPLS HD VIEW BINDER 2IN,	72.86	
				7312845298-0-1	9/2/2020	10OZ DISPSBLE DUSTER 3PK	16.41	
				7312845298-0-2	9/2/2020	POST-IT ARROW FLAGS, ETC	16.06	
				7312845298-0-3	9/8/2020	X-STAMPER	44.04	
				7312845298-0-4	9/8/2020	X-STAMPER	48.12	
				7313187402-0-1	9/14/2020	CLOROX DSNFCT WIPES	10.85	
				7313187402-0-2	9/3/2020	DISINFECTANT SPRAY	8.15	
				7313187402-0-3	9/2/2020	STAPLES 8.5X11 COPY RM, E	10.96	
				7313259756-0-1	9/3/2020	GREEN TEA, FLUSHABLE WII	68.62	1,480.38
109423	10/28/2020	00102	SUNLINE TRANSIT AGENCY	INV04558	10/13/2020	SEP2020 CNG FUEL	1,467.77	1,467.77
109424	10/28/2020	42289	TIME WARNER CABLE	0037022092820	9/28/2020	1515 6TH ST-AH, OCT2020	1,592.70	1,592.70
109425	10/28/2020	52204	TPX COMMUNICATIONS	134635504-0	9/16/2020	AC33325, 8/19-10/15	7,373.30	7,373.30


Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109426	10/28/2020	38800	UNDERGROUND SERVICE AL	10/1/2020	CA STATE FEE FOR REGULATI	57.80	
			920200112	10/1/2020	SEP2020- 77 NEW TICKETS+I	137.05	194.85
109427	10/28/2020	50229	URBAN HABITAT ENVIRONME	8/31/2020	8/11 RPR'D IRRGTN @ DIST 3	54.15	
			5825	8/31/2020	8/14 RPR'D IRRGTN @ DIST 3	32.96	87.11
109428	10/28/2020	53892	VENTURA, OSCAR	10/26/2020	CORONAVIRUS RELIEF FUNE	3,300.00	3,300.00
109429	10/28/2020	44966	VERIZON WIRELESS	9/22/2020	AC571164685-00001, 8/23-9/22	45.79	
			9863937542	10/1/2020	AC371867190-00002, 9/2-10/1	308.19	353.98
109430	10/28/2020	50629	VINTAGE ASSOCIATES, INC	9/18/2020	IRRIGATION RETRO FIT @ SI	1,760.00	
			217905	9/18/2020	IRRIGATION RETRO FIT @ SI	1,760.00	
			217906	9/18/2020	IRRIGATION RETRO FIT @ SI	1,760.00	
			218003	9/28/2020	PERENNIAL RYE SEED @ CIT	9,071.00	
			218004	9/28/2020	PERENNIAL RYE SEED @ RLI	6,120.00	
			218005	9/28/2020	PERENNIAL RYE SEED @ BG	14,960.00	33,671.00
109431	10/28/2020	44775	VISTA PAINT CORPORATION	9/9/2020	COVERALL EXT FLAT WHITE-	177.40	
			2020-620805-00	9/15/2020	COVERALL EXT FLAT WHITE-	493.75	671.15
			2020-628303-00	9/15/2020	COVERALL EXT FLAT WHITE-	493.75	
109432	10/28/2020	53455	VORTEX INDUSTRIES, INC.	9/30/2020	RPR'D SLIDING GATE @ 1515	1,012.77	
			05-1460922	10/6/2020	RPR'D ROLLING STEEL SVC I	1,419.63	2,432.40
			05-1462091	10/7/2020	AC83925300, REV REF BOND	2,500.00	2,500.00
109433	10/28/2020	45104	WELLS FARGO BANK	10/7/2020	AC83925300, REV REF BOND	2,500.00	2,500.00
109434	10/28/2020	49778	WEST COAST ARBORIST, INC	9/3/2020	9/1-3 TREE MAINT @ LLMD	486.00	
			164665	9/6/2020	9/4-6 TREE MAINT @ LLMD	594.00	
			164666	9/10/2020	9/7-10 TREE MAINT @ LLMD	1,000.00	
			164667	9/14/2020	9/11-14 TREE MAINT @ LLMD	1,462.50	
			164668	9/15/2020	9/15 TREE MAINT @ LLMD	450.00	
			164669	7/15/2020	7/14+15 TREE MAINT @ LLMD	2,548.00	
			162505	8/25/2020	8/25 TREE MAINT @ LLMD	208.00	
			163892	9/15/2020	PE9/15 TREE MAINT @ PARK:	5,460.00	12,208.50
			164429	9/14/2020	30" COVER MARKED SEWER	756.14	756.14
109435	10/28/2020	51697	WESTERN WATER WORKS SI	9/14/2020	30" COVER MARKED SEWER	756.14	756.14
			59349-02				
Sub total for WELLS FARGO BANK:							2,892,147.13

109 checks in this report.

Grand Total All Checks: 3,023,667.83

Date: October 28, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

apChkLst
10/27/2020 2:48:09PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -I

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
37	10/28/2020	53895	FIRST AMERICAN TITLE COMI	10/19/2020	FILE #DTR-6240384, VACANT	697,332.13	697,332.13
38	10/28/2020	51949	THE H.N. & FRANCES C. BER(10012020	10/1/2020	OCT2020- CIVIC CENTER	8,876.26	8,876.26
39	10/28/2020	48066	US BANK Sta 9/25/20	9/25/2020	ACC XXXX-XXXX-XXXX-0925,	2,426.30	2,426.30
T FOR WELLS FARGO BANK -SEPARATE CHECK:							708,634.69

3 checks in this report.

Grand Total All Checks: 708,634.69

Date: October 28, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

apChkLst
11/03/2020 3:57:58PM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109436	11/4/2020	53901	GOMEZ, MARIO	2020 Grant	11/3/2020	CORONAVIRUS RELIEF FUNE	3,300.00	3,300.00
109437	11/4/2020	53394	MI LINDO SINALOA	2020 Grant	11/3/2020	CORONAVIRUS RELIEF FUNE	3,300.00	3,300.00
Sub total for WELLS FARGO BANK:							6,600.00	

2 checks in this report.

Grand Total All Checks: 6,600.00

Date: November 4, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

apChkLst
11/09/2020 11:30:09AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109438	11/11/2020	53911 ARB, INC	Ref000215233	11/3/2020	UB Refund Cst #00052318	558.45	558.45
109439	11/11/2020	53903 AREVALO, IRINEO CURIEL	Ref000215224	11/3/2020	UB Refund Cst #00004929	96.62	96.62
109440	11/11/2020	53904 AYALA, LAURA	Ref000215225	11/3/2020	UB Refund Cst #00050841	64.64	64.64
109441	11/11/2020	53906 DR HORTON	Ref000215228	11/3/2020	UB Refund Cst #00052206	49.09	49.09
109442	11/11/2020	53907 DR HORTON	Ref000215229	11/3/2020	UB Refund Cst #00052210	97.91	97.91
109443	11/11/2020	53908 DR HORTON	Ref000215230	11/3/2020	UB Refund Cst #00052211	30.97	30.97
109444	11/11/2020	53909 DR HORTON	Ref000215231	11/3/2020	UB Refund Cst #00052291	30.97	30.97
109445	11/11/2020	53910 DR HORTON	Ref000215232	11/3/2020	UB Refund Cst #00052296	30.97	30.97
109446	11/11/2020	53905 MCKEEFRY, ALAN	Ref000215227	11/3/2020	UB Refund Cst #00052129	5.69	5.69
109447	11/11/2020	53785 SMITH, KYLE	Ref000215226	11/3/2020	UB Refund Cst #00050883	21.00	21.00
Sub total for WELLS FARGO BANK:							986.31


10 checks in this report.

Grand Total All Checks: 986.31

Date: November 11, 2020



City Manager: William B. Pattison Jr.


Finance Director: Nathan Statham

apChkLst
11/09/2020 2:27:14PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
40	11/11/2020	42187	MUFG UNION BANK, N.A. 1235919	10/18/2020	OT20-SP21 COA SANITARY D	1,000.00	
			1235977	10/18/2020	OT20-SP21, COA RDA SUB TA	2,225.00	3,225.00
41	11/11/2020	00101	MUNISERVICES/AVENU INV06-010198	10/26/2020	SUTA, QTR ENDING 6/30/20	13,521.34	
			INV06-010199	10/26/2020	SUTA (DISTRICT TAX), QTR E	373.45	13,894.79
42	11/11/2020	53857	MURCHISON & CUMMING, LLI2402655	10/21/2020	PE9/30, CH2003- LUDWIG, DC	3,029.11	3,029.11
43	11/11/2020	49479	POLYDYNE INC. 1488996	10/13/2020	CLARIFLOC WE-1238	3,236.12	3,236.12
44	11/11/2020	52802	RED WING BUSINESS ADVAN 2020102200343	10/22/2020	10/19 EMPLOYEE WORK BOC	242.53	242.53
45	11/11/2020	51869	REIGN INDUSTRIES INC. RI 2001 CSD	10/20/2020	TRBLSHT BLOWER #3 PLC C	2,200.00	2,200.00
46	11/11/2020	44262	SCST, INC. 679955	5/29/2020	PE5/29 ATP CYCLE 2 PJCT	8,352.00	8,352.00
47	11/11/2020	52721	TRANSPO GROUP USA, INC. 25295	9/25/2020	PE9/18 ATP SVCS	8,000.00	8,000.00
48	11/11/2020	48436	UNIVAR SOLUTIONS USA INC.48779304	10/15/2020	SODIUM HYPOCHLORITE	5,722.02	5,722.02
T FOR WELLS FARGO BANK -SEPARATE CHECK:							47,901.57

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109448	11/11/2020	46835	AIR AND HOSE SOURCE, INC. 399746	10/8/2020	2 1/2X50FT DJ COUPLED ALU	4,179.26	
			400159	10/13/2020	2 1/2" FEM CAMLOCK X HOSE	31.70	
			400954	10/20/2020	MALE NPT HOSE END	34.91	4,245.87
109449	11/11/2020	44502	ALDCO AIR CONDITIONING & 15931	10/14/2020	REPAIRS TO VFD BLOWER U	873.00	873.00
109450	11/11/2020	01661	ANAYA'S TOWING SERVICE 1163	9/22/2020	9/22 TOWING: 45837 MERITA	65.00	65.00
109451	11/11/2020	53039	AT&T 364248	10/2/2020	9/27-10/1 LOCATION FEE (CA:	200.00	200.00
109452	11/11/2020	03650	BARBARA SINATRA CHILDREN Sep 2020	10/5/2020	9/17+18 SVCS: LAW ENFORC	462.00	462.00
109453	11/11/2020	45929	BECK OIL, INC. 37348CL	8/15/2020	PE8/15 SANITARY DEPT FUEL	679.98	
			37354CL	8/15/2020	PE8/15 BLDG MAINT DEPT FL	98.27	
			39182CL	10/15/2020	PE10/15 GRAFFITI DEPT FUE	335.82	1,114.07
109454	11/11/2020	00836	BIO-TOX LABORATORIES 40245	10/13/2020	LAB SERVICES: 9/4+18	1,709.00	
			40246	10/13/2020	LAB SERVICES: 9/4+18, 10/2	485.00	
			40296	10/13/2020	LAB SERVICES: 9/14+21	327.00	2,521.00
109455	11/11/2020	49486	BRC CONSTRUCTION 2020254	10/22/2020	RPR'D FENCE PANELS @ DIS	350.00	
			2020255	10/22/2020	RPLC'D SWING @ DIST 33	280.00	
			2020256	10/22/2020	RMV'D/DISPOSED OF PICNIC	550.00	
			2020251	10/22/2020	RE-ATTACHED MONUMENT S	380.00	1,560.00
109456	11/11/2020	43862	BRENNTAG PACIFIC, INC BPI87804	10/8/2020	SODIUM HYPOCHLORITE	3,268.12	3,268.12
109457	11/11/2020	50646	BURRTEC WASTE & RECYCLISS4-1920	11/2/2020	FY19/20 CY SEC SS4 REFUSE	48,554.01	48,554.01
109458	11/11/2020	44494	BURRTEC WASTE & RECYCLIBD 9/30/20	9/30/2020	SEP2020 SWEEPER BOXES, I	1,093.03	1,093.03
109459	11/11/2020	46356	C.V. CONSERVATION COMMIS Aug2020	10/21/2020	AUG2020 LDMF MULTI-SPECI	38,004.12	
			Sep2020	10/20/2020	SEP2020 LDMF MULTI-SPECII	20,359.35	58,363.47
109460	11/11/2020	53913	CARLOS ENTERPRISES, INC. 2020 Grant	11/9/2020	CORONAVIRUS RELIEF FUNC	3,300.00	3,300.00
109461	11/11/2020	01856	CARROT-TOP INDUSTRIES IN47979700	10/15/2020	CLEAT COVER BOX, ETC	438.04	438.04
109462	11/11/2020	53423	CBE OFFICE SOLUTIONS IN2316677	10/20/2020	ACC #CC3502, COLOR COPIE	930.86	930.86
109463	11/11/2020	02048	CDW GOVERNMENT, INC. 2271288	10/1/2020	HP SB V270 27 MON ADS PNL	330.31	
			2330105	10/2/2020	BYTECC ALUMINUM MOUNTI	61.44	
			2486085	10/7/2020	PAN TP FZ-55 I5-8365U 512/8	3,395.78	
			2554664	10/8/2020	CYBER ACOUSTICS USB POV	208.58	
			2562218	10/8/2020	MSH WIRELESS 850 USB KB	404.60	
			2598155	10/8/2020	SONICWALL 1YR DYNAMIC S	530.99	
			2852235	10/15/2020	CYBER ACOUSTICS USB POV	186.01	
			2939769	10/16/2020	EREPLACEMENTS BATT FRO	162.80	
			3009512	10/19/2020	SONICWALL REINSTATE TZ1;	34.06	5,314.57
109464	11/11/2020	02273	CLAIREMONT EQUIPMENT 49536601	10/21/2020	10/21 SEWER JETTER RNTL	61.56	61.56

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109465	11/11/2020	53220	COACHELLA ACE HARDWARE	1170/1	10/7/2020 TRUFUEL 50:1, COUPLING GI	74.03	
				1173/1	10/8/2020 DETECTOR ADJ VOLTAGE	21.74	
				1214/1	10/19/2020 CABLE TIE, CORNER BRACE,	21.92	
				1215/1	10/19/2020 BLAST NOZZLE, PRO RESPIR	67.17	
				1216/1	10/19/2020 KEY KRAFTER	7.81	
				1222/1	10/22/2020 AUTO UTILITY PUMP	173.99	
				1246/1	10/28/2020 7 DAY DUEL OUTLET DIGITAL	19.99	386.65
109466	11/11/2020	08970	COACHELLA VALLEY BOXING	2020 Grant	11/9/2020 CORONAVIRUS RELIEF FUNC	7,513.53	7,513.53
109467	11/11/2020	44959	COMPUTER CONSULTANTS,	I31737	10/17/2020 SEP-OCT2020 SVC CALLS	420.00	420.00
109468	11/11/2020	00749	COUNTY OF RIVERSIDE	SH0000038085	10/20/2020 8/27-9/23 LAW ENFORCEMEN	751,974.91	751,974.91
109469	11/11/2020	49858	CV PIPELINE CORP.	S2445	10/19/2020 STORM DRAIN SYSTEM MAIN	4,160.00	
				S2447	10/21/2020 STORM DRAIN SYSTEM MAIN	5,460.00	9,620.00
109470	11/11/2020	09650	CVAG	Aug2020	10/21/2020 AUG2020 TUMF FEES	64,680.00	
				Sep2020	10/20/2020 SEP2020 TUMF FEES	34,650.00	99,330.00
109471	11/11/2020	09950	CVWD	16559	8/13/2020 COST SHARE- ALTERNATIVE	148,938.21	148,938.21
109472	11/11/2020	44718	DAMARA'S FLOWERS	5242	10/16/2020 FLORAL ARRANGEMENT: CFI	75.00	75.00
109473	11/11/2020	49806	DATA TICKET INC.	117355	10/16/2020 SEP2020 CODE ENF CITATIOI	200.00	200.00
109474	11/11/2020	49859	DEAZTLAN CONSULTING, LLC	2020-3	10/14/2020 STATE OF THE CITY PRESEN	14,950.00	14,950.00
109475	11/11/2020	51867	DEMBOYZ, INC.	85603	10/16/2020 TRANSMITTER (5) DELIVERY	399.60	399.60
109476	11/11/2020	12870	DEPARTMENT OF JUSTICE	475358	10/6/2020 SEP2020 BLOOD ALCOHOLA	385.00	385.00
109477	11/11/2020	49765	DESERT PUBLICATIONS, INC.	84774	9/30/2020 9/1- 2PG CITY ADVERTORIAL	4,850.00	4,850.00
109478	11/11/2020	13700	DEWEY PEST CONTROL INC.	AC1315475-OT/	10/1/2020 AC1315475, OCT-DEC2020, P	810.00	
				AC1434611-OT/I	10/1/2020 AC1434611, OCT-DEC2020, P/	480.00	
				13798240	10/1/2020 AC1452292, OCT-DEC2020, S	150.00	
				13798241	10/1/2020 AC1450610, OCT2020, DE OR	160.00	
				13804384	10/1/2020 AC1318239, OCT-DEC2020, FI	90.00	
				13804385	10/1/2020 AC1318244, OCT-DEC2020, B	90.00	
				13804386	10/1/2020 AC1318235, OCT-DEC2020, 8	90.00	
				13804388	10/1/2020 AC1318236, OCT-DEC2020, R	123.00	
				13804403	10/1/2020 AC1381215, OCT2020, SIERR	301.00	
				13804404	10/1/2020 AC1281218, OCT2020, 5125'1	900.00	
				13813675	10/1/2020 AC1178382, OCT-DEC2020, B	126.00	
				13813680	10/1/2020 AC1161434, OCT-DEC2020, B	195.00	3,515.00
109479	11/11/2020	42442	DIRECTV	37816452739	10/3/2020 OCT2020 BUSINESS XTRA PK	195.23	195.23
109480	11/11/2020	50551	DIV. OF THE STATE ARCHITE	JL-SP2020	10/21/2020 JUL-SEP2020 DISABILITY ACC	29.20	29.20

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
109481	11/11/2020	14860	E. K. WOOD LUMBER COMPAN	492000	10/8/2020	MINI CLAMP, PWR SEAL CLAI	34.03	
				492002	10/8/2020	BARB INSERT	11.62	
				492252	10/20/2020	GT POLY SGL CONNECTOR	11.59	57.24
109482	11/11/2020	49635	EISENHOWER MEDICAL CEN	Sep 2020	10/12/2020	AC #700000133, SEP2020 SVC	1,200.00	1,200.00
109483	11/11/2020	53799	ENTERPRISE FLEET MGMT.,	IFBN4060193	10/3/2020	OCT2020 LEASE CHRGS ('20	5,551.90	5,551.90
109484	11/11/2020	53899	ESQUEDA, JESUS	Turf Rbt	10/20/2020	TURF REMOVAL REBATE- PR	612.00	612.00
109485	11/11/2020	15750	FEDEX	7-087-77815	8/7/2020	JUL-AUG2020 FEDEX SVCS	17.15	
				7-062-12189	7/10/2020	JUL2020 FEDEX SVCS	8.34	25.49
109486	11/11/2020	48834	FIX-IT COMMERCIAL SERVICE	00173	10/14/2020	RPR'D ICE MACHINE @ BGD	311.00	311.00
109487	11/11/2020	51604	FRONTIER	BD 10/16/20	10/16/2020	ACC 209-188-4039-091192-5,	174.41	
				3983051-OT20	10/1/2020	760/398-3051, 10/1/20	65.79	240.20
109488	11/11/2020	43672	FULTON DISTRIBUTING COM	517623	10/15/2020	NITRILE GLOVES	300.36	
				518017	10/21/2020	DISINFECTING WIPES & DOG	741.99	
				518018	10/21/2020	HAND FOAM SANITIZER	162.91	1,205.26
109489	11/11/2020	53900	GABRIEL ENVIRONMENTAL G	GEG20099	10/16/2020	PH I ENVIRONMENTAL SITE A	1,750.00	1,750.00
109490	11/11/2020	51494	GARDA CL WEST, INC.	20452307	9/30/2020	SEP2020 EXCESS PREMISE/L	589.35	589.35
109491	11/11/2020	00207	GRAINGER INC	9678778920	10/9/2020	REGULATOR/MANIFOLD	151.30	
				9693034887	10/22/2020	QUICK MIST DISPENSER	32.31	
				9699690021	10/28/2020	DIAPHRAGM PUMP	974.40	1,158.01
109492	11/11/2020	53854	GRANITE TELECOMMUNICAT	500035716	10/1/2020	AC 04418223, OCT2020 SVCS	1,170.32	1,170.32
109493	11/11/2020	01864	HAAKER EQUIPMENT COMPAC	65988	10/8/2020	CERAMIC INSERT	107.66	107.66
109494	11/11/2020	00996	HOME DEPOT	2011888	10/12/2020	400W DEWALT PORTABLE & :	697.04	
				3161746	10/21/2020	MAKITA 18V CIRCULAR SAW,	562.82	1,259.86
109495	11/11/2020	52552	HR GREEN PACIFIC, INC.	138881	10/22/2020	PE2/27 INSPCTN SVCS: AVE 4	28,106.00	28,106.00
109496	11/11/2020	45108	IMPERIAL SPRINKLER SUPPL	4371113-00	10/1/2020	DRIPRB MICRO FLOOD BUBE	22.41	
				4376903-00	10/6/2020	RAINBIRD 1 1/2" INLINE PLAS	179.05	
				4377169-00	10/6/2020	PRTRB SOLENOID ASSY FOR	217.65	
				4378966-00	10/7/2020	IRRITROL FLOOD BUBBLER,	30.83	
				4379004-00	10/7/2020	GAS CAN W/ 10" FUNNEL & G	48.59	
				4379137-00	10/7/2020	HUNTER MP ROTATOR 90-12	304.83	
				4379903-00	10/8/2020	DRIPRB BUG EMMITER, ETC	65.77	
				4382073-00	10/9/2020	DRIPRB POLY FLEX RISER/AI	82.56	
				4382845-00	10/9/2020	CHAPIN SURESPRAY 1GAL P	29.35	981.04
109497	11/11/2020	51600	IRC, INC.	2020090042	9/1/2020	9/1-10/1 PRE-EMPLOYMENT S	234.80	234.80
109498	11/11/2020	47328	KONICA MINOLTA	36387798	10/2/2020	ACC 061-0042081-000, OCT2C	67.43	67.43

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109499	11/11/2020	44047	KONICA MINOLTA BUSINESS	9007199270	10/13/2020 BIZHUB C454E, 1515 SIXTH S	90.45	
				9007213949	10/19/2020 BIZHUB C360, 1515 SIXTH ST	63.10	
				9007217329	10/20/2020 BIZHUB C360, 1515 SIXTH ST	42.83	
				9007222215	10/22/2020 BIZHUB 282, FIRE DEPT, 9/23	1.71	198.09
109500	11/11/2020	24600	LOPES HARDWARE	009615	10/20/2020 PULL WIRE	5.43	5.43
109501	11/11/2020	49857	MANPOWER US INC.	35347980	10/11/2020 WE 10/11: RAMIREZ	372.00	
				35366009	10/18/2020 WE 10/18: RAMIREZ	372.00	
				35383809	10/25/2020 WE 10/25: RAMIREZ	372.00	1,116.00
109502	11/11/2020	25555	MATICH CORPORATION	102020030	10/21/2020 PE10/20 2020 PAVEMENT IMP	197,160.96	197,160.96
109503	11/11/2020	25900	MEREDITH & SIMPSON CONS	211006	10/2/2020 DISCONNECTED SUMP PUMF	145.50	
				211046	10/20/2020 ELECTRICAL WORK TO CLAF	1,691.95	1,837.45
109504	11/11/2020	51579	METLIFE- GROUP BENEFITS	Nov2020	10/15/2020 NOV2020 DENTAL/VISION/LIF	12,878.33	12,878.33
109505	11/11/2020	51069	NATIONAL AUTO FLEET GROU	INT-4160	9/11/2020 2021 INTERNATIONAL MV607	99,833.28	99,833.28
109506	11/11/2020	44714	NV5, INC.	179891	9/24/2020 PE8/29 GRAPEFRUIT BLVD UI	9,825.00	9,825.00
109507	11/11/2020	47192	O'REILLY AUTO PARTS	2855-254484	9/15/2020 BLOWER MOTOR & WHEEL	83.06	
				2855-256303	9/21/2020 TRAILER HITCH	570.90	
				2855-256395	9/21/2020 FUEL CAP	14.94	
				2855-264024	10/15/2020 BATTERY	114.24	
				2855-265627	10/20/2020 TOOLBOXES	2,071.96	
				2855-265781	10/21/2020 30LB R134A	141.36	
				2855-265928	10/21/2020 BATTERY	219.70	3,216.16
109508	11/11/2020	53427	PASTION INDUSTRIES, INC.	033015	9/28/2020 OT-DC2020 FIRE ALARM/RAD	195.00	195.00
109509	11/11/2020	49989	PAUL ASSOCIATES	84979	10/15/2020 MASTERS	1,041.24	1,041.24
109510	11/11/2020	53898	QUADIENT, INC.	57955101	10/14/2020 NOV2020/21 MAINT: DS-35 FC	812.11	812.11
109511	11/11/2020	53552	QUENCH USA, INC.	INV02248269	1/23/2020 AC D347652, FEB2020 RNTL,	32.63	
				INV02339934	2/24/2020 AC D347652, MAR2020 RNTL,	32.63	
				INV02659925	9/23/2020 AC D347652, OCT2020 RNTL,	32.63	
				INV02699224	10/1/2020 AC D347651, OCT2020 RNTL,	32.63	130.52
109512	11/11/2020	52306	QUINN COMPANY	15617301	10/14/2020 9/22-23 COMPACT TRACK LDI	1,187.05	1,187.05
109513	11/11/2020	47318	RECORDERS CHARTS & PEN	118414	10/26/2020 CHESSELL PENS	549.31	549.31
109514	11/11/2020	52991	S & D CAR WASH MANAGEM	ARB113084	9/30/2020 SEP2020 CAR WASH SERVIC	195.72	195.72
109515	11/11/2020	35000	SMART & FINAL	016896	10/21/2020 24PK SOFT DRINKS	22.16	22.16
109516	11/11/2020	52595	STAPLES BUSINESS CREDIT	7316737773-0-1	10/26/2020 PENTEL ENERGEL RTX, COP	137.90	
				7316814923-0-1	10/27/2020 STAPLES MULTIUSE PAPER,	65.22	
				7316815623-0-1	10/27/2020 WALL CALENDAR 24X36	25.00	228.12

apChkLst
11/09/2020 2:27:14PM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109517	11/11/2020	52125	TAG/AMS, INC. 2779462	10/9/2020	JUNE/SEP2020 DRUG TESTIN	307.00	307.00
109518	11/11/2020	38250	TOPS N BARRICADES 1084374	10/8/2020	NECK GAIT & HARD HAT	64.60	
			1084437	10/13/2020	GUARD RAIL POST, GUARD F	1,633.51	
			1084468	10/14/2020	CARSONITE W/ 1-SIDE CLAS:	383.34	2,081.45
109519	11/11/2020	50590	TOUCHTONE COMMUNICATIC 1046861	10/1/2020	AC 1100006871, OCT2020	6.84	6.84
109520	11/11/2020	52204	TPX COMMUNICATIONS 135781448-0	10/16/2020	AC33325, 10/16-11/15	3,735.15	3,735.15
109521	11/11/2020	45665	TRIMAX SYSTEMS, INC. 0030407-IN	10/21/2020	10/15 TRBLSHT/SVC @ WELL	1,244.00	1,244.00
109522	11/11/2020	45053	TYLER TECHNOLOGIES, INC. 045-316800	9/30/2020	9/16 ADDED SIXTH OBJECT T	480.00	480.00

apChkLst
11/09/2020 2:27:14PM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109524	11/11/2020	50229	URBAN HABITAT ENVIRONME	5839	9/30/2020	8/24 RPR'D IRRGTN @ DIST 1	70.99
				5840	9/30/2020	8/24 RPR'D IRRGTN @ DIST 1	256.30
				5841	9/30/2020	8/25 RPR'D IRRGTN @ DIST 1	108.73
				5900	9/30/2020	9/19 RPR'D IRRGTN @ DIST 2	265.41
				5901	9/30/2020	9/19 RPR'D IRRGTN @ DIST 1	304.45
				5902	9/30/2020	9/21 RPR'D IRRGTN @ DIST 2	115.08
				5903	9/30/2020	9/21 RPR'D IRRGTN @ DIST 1	45.33
				5904	9/30/2020	9/21 RPR'D IRRGTN @ DIST 3	68.84
				5905	9/30/2020	9/22 RPR'D IRRGTN @ DIST 1	120.60
				5906	9/30/2020	9/22 RPR'D IRRGTN @ DIST 2	75.41
				5907	9/30/2020	9/23 RPR'D IRRGTN @ DIST 3	69.46
				5908	9/30/2020	9/23 RPR'D IRRGTN @ DIST 3	113.15
				5909	9/30/2020	9/23 RPR'D IRRGTN @ DIST 1	68.42
				5910	9/30/2020	9/23 RPR'D IRRGTN @ DIST 1	105.96
				5911	9/30/2020	9/23 RPR'D IRRGTN @ DIST 2	65.31
				5912	9/30/2020	9/24 RPR'D IRRGTN @ DIST 1	201.35
				5913	9/30/2020	9/24 RPR'D IRRGTN @ DIST 1	142.01
				5886	9/30/2020	9/10 RPR'D IRRGTN @ DIST 1	243.97
				5887	9/30/2020	9/10 RPR'D IRRGTN @ DIST 1	45.52
				5888	9/30/2020	9/10 RPR'D IRRGTN @ DIST 3	234.60
				5889	9/30/2020	9/10 RPR'D IRRGTN @ DIST 1	64.18
				5892	9/30/2020	9/15 RPR'D IRRGTN @ DIST 2	78.31
				5893	9/30/2020	9/15 RPR'D IRRGTN @ DIST 1	56.05
				5894	9/30/2020	9/15 RPR'D IRRGTN @ DIST 3	79.23
				5895	9/30/2020	9/15 RPR'D IRRGTN @ DIST 2	211.93
				5896	9/30/2020	9/17 RPR'D IRRGTN @ DIST 1	78.40
				5897	9/30/2020	9/17 RPR'D IRRGTN @ DIST 3	83.14
				5898	9/30/2020	9/17 RPR'D IRRGTN @ DIST 1	214.51
				5899	9/30/2020	9/17 RPR'D IRRGTN @ DIST 2	82.47
				5872	9/30/2020	9/2 RPR'D IRRGTN @ DIST 16	323.82
				5873	9/30/2020	9/2 RPR'D IRRGTN @ DIST 16	151.52
				5874	9/30/2020	9/3 RPR'D IRRGTN @ DIST 18	102.13
				5875	9/30/2020	9/3 RPR'D IRRGTN @ DIST 25	351.75
				5876	9/30/2020	9/3 RPR'D IRRGTN @ DIST 16	99.52
				5878	9/30/2020	9/4 RPR'D IRRGTN @ DIST 24	291.95

apChkLst
11/09/2020 2:27:14PM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			5879	9/30/2020	9/4 RPR'D IRRGTN @ DIST 19	168.69	
			5880	9/30/2020	9/4 RPR'D IRRGTN @ DIST 16	99.80	
			5881	9/30/2020	9/8 RPR'D IRRGTN @ DIST 21	67.06	
			5882	9/30/2020	9/8 RPR'D IRRGTN @ DIST 11	66.50	
			5883	9/30/2020	9/8 RPR'D IRRGTN @ DIST 1	113.33	
			5884	9/30/2020	9/9 RPR'D IRRGTN @ DIST 17	159.66	
			5857	9/30/2020	SEP2020 LANDSCAPE MAINT	47,504.41	
			5885	9/30/2020	9/9 RPR'D IRRGTN @ DIST 24	64.86	
			5789	8/31/2020	8/3 RPR'D IRRGTN @ DIST 3	139.92	
			5790	8/31/2020	8/4 RPR'D IRRGTN @ DIST 14	131.02	
			5791	8/31/2020	8/4 RPR'D IRRGTN @ DIST 16	44.02	
			5792	8/31/2020	8/5 RPR'D IRRGTN @ DIST 34	161.10	
			5793	8/31/2020	8/5 RPR'D IRRGTN @ DIST 19	45.43	
			5794	8/31/2020	8/6 RPR'D IRRGTN @ DIST 13	74.96	
			5779	8/31/2020	7/24 RPR'D IRRGTN @ DIST 2	72.50	
			5780	8/31/2020	7/27 RPR'D IRRGTN @ DIST 3	471.34	
			5781	8/31/2020	7/28 RPR'D IRRGTN @ DIST 1	68.58	
			5782	8/31/2020	7/29 RPR'D IRRGTN @ DIST 2	66.86	
			5783	8/31/2020	7/29 RPR'D IRRGTN @ DIST 3	234.76	
			5784	8/31/2020	7/29 RPR'D IRRGTN @ DIST 3	278.94	
			5785	8/31/2020	7/30 RPR'D IRRGTN @ DIST 3	361.92	
			5787	8/31/2020	8/3 RPR'D IRRGTN @ DIST 1	135.55	
			5788	8/31/2020	8/3 RPR'D IRRGTN @ DIST 19	85.42	
			5869	9/30/2020	8/31 RPR'D IRRGTN @ DIST 1	88.11	
			5870	9/30/2020	9/1 RPR'D IRRGTN @ DIST 16	244.01	
			5871	9/30/2020	9/1 RPR'D IRRGTN @ DIST 16	125.01	
			5842	9/30/2020	8/25 RPR'D IRRGTN @ DIST 2	165.50	
			5843	9/30/2020	8/25 RPR'D IRRGTN @ DIST 2	94.02	
			5844	9/30/2020	8/26 RPR'D IRRGTN @ DIST 3	368.63	
			5845	9/30/2020	8/27 RPR'D IRRGTN @ DIST 3	269.74	
			5846	9/30/2020	8/27 RPR'D IRRGTN @ DIST 1	301.87	
			5847	9/30/2020	8/26 RPR'D IRRGTN @ DIST 2	80.25	
			5795	8/31/2020	8/6 RPR'D IRRGTN @ DIST 16	397.78	
			5796	8/31/2020	8/6 RPR'D IRRGTN @ DIST 21	46.27	57,787.62
109525	11/11/2020	43751 USA BLUEBOOK	395892	10/21/2020	CHESELL STRIP CHART Z-F	492.28	492.28

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
109526	11/11/2020	51665	VALLEY REPROGRAPHICS LL INV-34156	7/31/2020	BOOKLETS: SR86/AVE 50 INT	158.47	
			INV-34762	9/3/2020	BOOKLETS: GRAPEFRUIT BL'	267.88	426.35
109527	11/11/2020	53173	VERIZON CONNECT NWF, INC(INVE0210228	10/1/2020	OBD HARNESS KITS	394.51	394.51
109528	11/11/2020	50629	VINTAGE ASSOCIATES, INC 218074	10/15/2020	OCT2020 LNDSOPE MAINT @	10,845.40	
			218075	10/15/2020	OCT2020 LNDSOPE MAINT @	8,832.00	
			218076	10/15/2020	OCT2020 LNDSOPE MAINT @	4,950.00	
			218082	10/15/2020	OCT2020 LNDSOPE MAINT @	3,850.80	28,478.20
109529	11/11/2020	53200	WEST CALI PLUMBING 000964	10/14/2020	INSTLL'D SHOWER ARMS @ I	210.00	210.00
109530	11/11/2020	49778	WEST COAST ARBORIST, INC164808-A	9/15/2020	PE9/15 TREE MAINT @ STRE	1,352.00	
			165085	9/30/2020	PE9/30 TREE MAINT @ LLMD	4,310.00	5,662.00
109531	11/11/2020	44203	WEST COAST SAND & GRAVE305139	10/8/2020	WASHED CONCRETE SAND	792.16	
			305287	10/8/2020	WASHED CONCRETE SAND	397.22	1,189.38
109532	11/11/2020	51697	WESTERN WATER WORKS SI1400279-00	10/14/2020	SOFT COPPER TUBING 100F	3,095.03	
			1400354-00	10/22/2020	ADJ HYD WRENCH	28.49	3,123.52
109533	11/11/2020	00384	WILLDAN FINANCIAL SERVICE002-23339	10/9/2020	SEP2020 BLDG & SAFETY SV	10,375.00	10,375.00
Sub total for WELLS FARGO BANK:							1,666,199.72


94 checks in this report.

Grand Total All Checks: 1,714,101.29

Date: November 11, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham



**STAFF REPORT
11/18/2020**

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution No. 2020-62, a Resolution of the City Council of the City of Coachella, California, Releasing Subdivision Improvement Bonds for Tract 32264

STAFF RECOMMENDATION:

Approve Resolution No. 2020-62, a Resolution of the City Council of the City of Coachella, California, Releasing Subdivision Improvement Bonds for Tract 32264.

DISCUSSION/ANALYSIS:

Subdivision improvement bonds were provided for Tract 32264 in 2005. The subdivision, including all required public improvements, was completed and the residences were fully occupied by 2008. Due to changes of developer ownership, bond release was not requested at the appropriate time. In certain public records the bonds are still indicated as a liability on the original developer. As the improvements for Tract 32264 have been complete for some time, staff recommends the release of bonds.

FISCAL IMPACT:

The approval of this Resolution will have no fiscal impact to the City of Coachella.

Attachments:

1. Resolution No 2020-62

RESOLUTION NO. 2020-62

**A RESOLUTION RELEASING SUBDIVISION IMPROVEMENT BONDS
FOR TRACT NO. 32264**

WHEREAS, the developer of Tract No. 32264, Lennar Homes, Inc., has substantially completed the required improvements, in compliance with the Subdivision Improvement Agreement and approved plans; and

WHEREAS, Lennart Homes, Inc., has provided the City of Coachella with bonds in conjunction with the Project as a condition of approval; and

WHEREAS, the City of Coachella continues to hold certain bonds insuring the satisfactory completion of the required improvements; and

WHEREAS, the developer of said project has requested that said bonds be released; and

WHEREAS, City Staff has determined that the need for said bonds no longer exists; and

WHEREAS, the City Council is in agreement with the recommendations of the City Staff.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coachella, California, that the subdivision improvement bonds for Tract No. 32264 be released

PASSED, APPROVED and ADOPTED this 18th day of November 2020.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2020-62 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 18th day of November 2020 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk



STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

FROM: Carlos Campos, City Attorney

SUBJECT: Resolution No. 2020-67, Approving and Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974

STAFF RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2020-67 approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

EXECUTIVE SUMMARY:

Pursuant to the Political Reform Act (the “Act”), the City Council directed staff to: (1) conduct a review of the City’s Conflict of Interest Code (“Code”) to determine if a change in the Code was necessary; (2) File a biennial notice regarding the results of the review no later than the required deadline; (3) revise the Code as necessary based upon such review; and (4) submit the amended Code to the City Council for adoption and approval, in accordance with Section 87303 of the Act.

During the review process, staff found that amendments to the City’s Conflict of Interest Code are necessary. A redline version of the proposed amended Code is attached.

BACKGROUND:

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), requires all public agencies to adopt and maintain a Conflict of Interest Code. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5). The City Council is the City’s code-reviewing body. As the code-reviewing body, the City Council directed that the Code be reviewed and, if a change in the Code was necessary, that a revised Code be prepared and submitted to the City Council for adoption and approval.

During this review, staff found that amendments to the Code are necessary to include a new position required to be designated, revise Disclosure Category 2 to clarify disclosure of real property interests and include information on e-filing directly with the Fair Political Practices Commission for certain filers.

Attachment: Legislative Version of Proposed Amended Conflict of Interest Code.

NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE CITY OF COACHELLA

NOTICE IS HEREBY GIVEN that the City of Coachella intends to amend its Conflict of Interest Code (the “Code”) pursuant to Government Code Section 87306.

The Code designates those positions, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of the City’s Code. The City’s proposed amendment includes a new position required to be designated, revises Disclosure Category 2 to clarify disclosure of real property and includes information regarding electronic filing directory with the Fair Political Practices commission for certain filers.

The proposed amended Code will be considered by the City Council on November 18, 2020, at 6:00 p.m. at the City Council Chambers, 1515 Sixth Street, Coachella, California. The meeting will be conducted pursuant to the provisions of the Governor’s Executive Order N-29-20 dated March 17, 2020, and will be held electronically only. Any interested person may be present electronically and comment at the public meeting or may submit written comments concerning the proposed amendment.

Any comments or inquiries should be directed to the attention of Andrea Carranza, Deputy City Clerk, City of Coachella, 53-462 Enterprise Way, Coachella, CA 92236; (760) 398-3502; acarranza@coachella.org. Written comments must be submitted no later than November 18, 2020, at 6:00 p.m.

Copies of the proposed amended Code may be obtained from the office of the City Clerk during regular business hours.

LEGISLATIVE VERSION
(SHOWS CHANGES MADE)

CONFLICT OF INTEREST CODE
OF THE
CITY OF COACHELLA

(Amended ~~December 12, 2018~~ **November 11, 2020**)

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Coachella (the "City")**.

~~The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, may electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other~~ officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's filing officer. ~~The City Clerk shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission.~~— The **City Clerk** shall retain the originals ~~of the~~ statements **offiled by** all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CITY OF COACHELLA
(Amended ~~December 12, 2018~~ November 11, 2020)
PART “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager and/or City Administrator, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code Regs. § 18700.3(b), are NOT subject to the City’s Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments¹. These positions are listed here for informational purposes only.

- Finance Director/Deputy City Treasurer
- Financial Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Assistant City Manager	1, 2
Assistant Engineer	2, 3, 5
Assistant to the City Manager	1
Building Inspectors	3, 6
Building Maintenance Worker	5
Business License Technician	6
Chief Building Official	3, 5, 6
Chief Treatment/Collection System Operator	2, 3, 5
City Attorney (not filing under Gov. Code § 87200)	1, 2
City Clerk	5
Civil Engineering Associate	2, 3, 5, 6
Code Compliance Manager	2, 3, 5, 6
Code Compliance Officer	5, 6
Code Enforcement Aide	2, 3, 5, 6
Community Development Technician	6
Construction Project Coordinator	5
Controller	4
Deputy City Clerk	5
Development Services Director	1, 2
<u>Economic Development Director</u>	<u>1, 7</u>

DESIGNATED POSITIONS'

TITLE OR FUNCTION

DISCLOSURE CATEGORIES

ASSIGNED

Economic Development Manager	1, 2
Environmental/Regulatory Program Manager	2, 3, 5
Executive Assistant	5
Fleet Services Coordinator	5
Grants Manager	7
Human Resources Manager	5
Information Technology Manager	5
Parks Supervisor	2, 3, 5
Planning Manager	2, 3, 5
Principal Planner	1, 2
Public Works Director	1, 2
Public Works/Landscape and Lighting Inspector	2, 5, 6
Recreation Services Coordinator	5
Sanitary Superintendent	3, 5
Senior Center Assistant/ Bus Driver	5
Senior Center Coordinator	5
Senior Civil Engineer	2, 3, 5, 6
Senior Code Compliance Officer	2, 3, 6
Senior Management Analyst	2, 3, 5
Senior Planner	2, 3, 5, 6
Senior Public Works Maintenance Worker	5, 6

DESIGNATED POSITIONS'

DISCLOSURE CATEGORIES
ASSIGNED

TITLE OR FUNCTION

Senior Water Service Worker	5
Streets Superintendent/Emergency Services Coordinator	2, 3, 5
Utilities Manager	1, 2
Wastewater Superintendent	2, 3, 5
Water Superintendent	2, 3, 5

BOARDS & COMMISSIONS

Parks and Recreation Commission	2, 3, 5
---------------------------------	---------

Consultants and New Positions²

² Individuals serving as a consultant as defined in Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; Regs. 18219 and 18734.). The City Manger's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code § 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, which engage in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are subject to the regulatory, permit, or licensing authority of the designated position’s department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization; if the source is of the type to receive grants or other monies from or through the City or its subdivisions.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

RESOLUTION NO. 2020-67

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest governing officers, employees and consultants of the City of Coachella (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code") which was amended on December 12, 2018, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Conflict of Interest Code (the "Code"); and

WHEREAS, the potential penalties for violation of the provisions of the Act are significant and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided to each affected designated employee and was publicly posted for review; and

WHEREAS, a public meeting was held regarding the proposed amended Code at a special meeting of the City Council on November 11, 2020, at which all persons present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED

1. The City Council does hereby approve and adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and which shall remain on file with the City Clerk and which shall remain available to the public for inspection and copying during regular business hours.
2. The said amended Conflict of Interest Code shall become effective immediately after the date of its adoption and approval on November 18, 2020.

PASSED, APPROVED and ADOPTED this 18th day of November 2020.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2020-67 was duly adopted by the City Council of the City of Coachella at a special meeting thereof, held on the 18th day of November 2020 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

CONFLICT OF INTEREST CODE
OF THE
CITY OF COACHELLA
(Amended November 18, 2020)

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Coachella (the "City")**.

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, may electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's filing officer. The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CITY OF COACHELLA
(Amended November 18, 2020)
PART “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager and/or City Administrator, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code Regs. § 18700.3(b), are NOT subject to the City’s Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments¹. These positions are listed here for informational purposes only.

- Finance Director/Deputy City Treasurer
- Financial Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Assistant City Manager	1, 2
Assistant Engineer	2, 3, 5
Assistant to the City Manager	1
Building Inspectors	3, 6
Building Maintenance Worker	5
Business License Technician	6
Chief Building Official	3, 5, 6
Chief Treatment/Collection System Operator	2, 3, 5
City Attorney (not filing under Gov. Code § 87200)	1, 2
City Clerk	5
Civil Engineering Associate	2, 3, 5, 6
Code Compliance Manager	2, 3, 5, 6
Code Compliance Officer	5, 6
Code Enforcement Aide	2, 3, 5, 6
Community Development Technician	6
Construction Project Coordinator	5
Controller	4
Deputy City Clerk	5
Development Services Director	1, 2
Economic Development Director	1, 7

LAW OFFICES OF
BEST BEST & KRIEGER LLP

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Economic Development Manager	1, 2
Environmental/Regulatory Program Manager	2, 3, 5
Executive Assistant	5
Fleet Services Coordinator	5
Grants Manager	7
Human Resources Manager	5
Information Technology Manager	5
Parks Supervisor	2, 3, 5
Planning Manager	2, 3, 5
Principal Planner	1, 2
Public Works Director	1, 2
Public Works/Landscape and Lighting Inspector	2, 5, 6
Recreation Services Coordinator	5
Sanitary Superintendent	3, 5
Senior Center Assistant/ Bus Driver	5
Senior Center Coordinator	5
Senior Civil Engineer	2, 3, 5, 6
Senior Code Compliance Officer	2, 3, 6
Senior Management Analyst	2, 3, 5
Senior Planner	2, 3, 5, 6

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Senior Public Works Maintenance Worker	5, 6
Senior Water Service Worker	5
Streets Superintendent/Emergency Services Coordinator	2, 3, 5
Utilities Manager	1, 2
Wastewater Superintendent	2, 3, 5
Water Superintendent	2, 3, 5

BOARDS & COMMISSIONS

Parks and Recreation Commission	2, 3, 5
---------------------------------	---------

Consultants and New Positions²

² Individuals serving as a consultant as defined in Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; Regs. 18219 and 18734.). The City Manger's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code § 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, which engage in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are subject to the regulatory, permit, or licensing authority of the designated position’s department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization; if the source is of the type to receive grants or other monies from or through the City or its subdivisions.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

FROM: William Pattison, City Manager

SUBJECT: Policies for Addressing Unfunded Retirement Costs

SPECIFICS: Resolution No. 2020-71 a Resolution of the City Council of the City of Coachella Establishing Policies for Addressing Unfunded Retirement Costs

STAFF RECOMMENDATION:

Approve Resolution No. 2020-71, a Resolution of the City Council of the City of Coachella, California establishing Policies for Addressing Unfunded Retirement Costs.

BACKGROUND:

The City has taken many actions throughout the years to manage unfunded retirement costs, including implementing the PEPRA benefit tiers (2013) and having the employees contribute more towards the benefit through negotiations. Since then, there have been many discussions on the challenges of managing pension costs, as the unfunded accrued liability ("UAL") has increased through various circumstances primarily outside of the City's control.

On June 24, 2020, the City Council authorized the issuance of pension obligation bonds (POBs) in a not-to-exceed amount of \$18.2 million and approved documents in connection with issuing the POBs to pay off existing City unfunded accrued pension liabilities. Liabilities arising from unfunded retirement costs change each year due to actual investment performance, changes in actuarial assumptions, changes in benefit levels or criteria, and annual contribution levels.

Given that future unfunded retirement costs will fluctuate; it is necessary for the City to adopt policies to address unfunded retirement costs. As part of the POB issuance process, City staff has developed the necessary policies for City Council approval.

FISCAL IMPACT:

There is no direct fiscal impact as part of this action.

EXHIBITS:

1. Resolution No. 2020-71
2. Policies for Addressing Unfunded Retirement Costs – Exhibit A

RESOLUTION NO. 2020-71

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA,
CALIFORNIA TO ESTABLISH POLICIES FOR ADDRESSING UNFUNDED
RETIREMENT COSTS**

WHEREAS, the City Council has authorized the issuance of 2020 pension obligation bonds to pay off the City’s outstanding unfunded CalPERS retirement liabilities; and

WHEREAS, addressing unfunded retirement costs is a dynamic process as unfunded retirement cost liabilities change each year due to actual investment performance, changes in actuarial assumptions, changes in benefit levels or criteria, and annual contribution levels; and

WHEREAS, the City Council wishes to establish policies to address future unfunded retirement costs.

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

SECTION 1 – Unfunded retirement costs will be addressed in accordance with the Policies for Addressing Unfunded Retirement Costs attached hereto as Exhibit A, and made a part hereof.

SECTION 2 – The policies adopted by this resolution are in addition to and supplement any other legal requirements.

SECTION 3 - The City Clerk shall certify to the passage and adoption of this resolution and the same shall take effect and be in force.

PASSED, APPROVED and ADOPTED, this 18th day of November, 2020.

Steven A Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Capos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2020-71 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 18th day of November, 2020 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

CITY OF COACHELLA

Policies for Addressing Unfunded Retirement Costs

The City seeks to achieve a strong financial position by maintaining adequate levels of reserves and working capital necessary to provide financial flexibility to weather unexpected circumstances and economic downturns. The City also seeks to reduce its unfunded CalPERS and OPEB liabilities, collectively “unfunded retirement costs”, in the most cost-efficient manner possible.

The City acknowledges that addressing unfunded retirement costs is a dynamic process. Unfunded liabilities change each year due to actual investment performance, changes in actuarial assumptions, changes in benefit levels or criteria, and annual contribution levels. As such, the City is committed to continually monitor its unfunded retirement costs.

These policies are designed to provide a framework for decision-making as well as general guidelines for the application of additional monies or “Additional Discretionary Payments” toward the City’s unfunded retirement costs.

California Employers’ Pension Prefunding Trust (CEPPT) or 115 Trust/Pension Stabilization Fund

Through the establishment of an irrevocable trust and/or pension stabilization fund, the City will maintain a Reserve for the funding of its long-term unfunded retirement costs, such as pension and other-post-employment costs. Rising pension and medical costs place a constraint on the City’s annual budget. In order to mitigate the impacts on the City’s future budgets due to rising retiree benefits costs, funds will be set aside to pay for increased pay-as-you go outlays, establish interest bearing trust accounts to meet future annual outlays for such benefits, or be utilized to establish programs that will reduce the City’s long-term financial exposure for retiree benefits. The Trust or Stabilization Fund will be funded in part by savings from the refinance of existing unfunded pension liabilities with the City’s 2020 pension obligation bonds (refinance savings) and/or budget savings identified through one or more of the funding strategies listed below. On an annual basis, the City will evaluate whether or not ADPs should be made to fund the Trust or Stabilization Fund depending on current trust or stabilization fund balances and projected unfunded retirement costs. The funding goal of the Trust or Stabilization Fund should be to match Trust or Stabilization Fund balances with projected unfunded retirement costs. Funds from the Trust or Stabilization Fund shall be allocated to address new CalPERS unfunded actuarial liabilities through refinance savings or additional discretionary payments (ADPs).

Allocation of Additional Resources or ADPs

The City seeks to maintain adequate levels of reserves in accordance with its stated reserve goals. To the extent that the City’s unfunded retirement costs exceed trust or stabilization fund balances and budgeted appropriations and where the City has: excess reserves, unspent budget monies at year-end, unspent proceeds from capital projects, and/or one-time revenues, the City shall endeavor to apply **50%** of such monies toward its unfunded retirement costs.

The 50% target level is a stated policy goal; however, specific recommendations regarding how much monies to apply toward unfunded retirement costs shall be made by City staff.

Resolution No. 2020-71 - Exhibit A

Item 10.

All pre-funding decisions shall require a comprehensive analysis evaluating current and projected unfunded pension costs along with other City funding needs. Proper documentation of the analysis and decision-making process shall be retained by the Finance Department.

Funding Solutions

City staff has identified several budget and capital funding strategies to address unfunded retirement costs, which are a combination of internal budgeting and policy directives, as well as financing mechanisms:

- 1. Allocation of liabilities among funds/projects** – establish internal budgeting policy to confirm the fair share or allocation of current pension/OPEB costs as well as unfunded retirement costs to each respective fund/project - per regulatory guidelines.
- 2. Use of reserves and one-time monies** – to the extent that CalPERS discount rate (expected rate of return) exceeds the City’s expected investment returns, and the City projects significant unfunded retirement costs the, City shall apply a portion of its excess reserves, above stated policy goals/objectives, to pay unfunded retirement costs.
- 3. Cost Sharing & Contract/MOU Provisions** – CalPERS makes regular adjustments to its normal costs and UAL as a result of changes in investment performance, benefit levels, and actuarial assumptions. These changes typically impact both normal costs payments as well as unfunded accrued liability (UAL). The City shall incorporate a mechanism within the MOUs to revisit employee contribution levels in the event of significant or unexpected changes.
- 4. Examine medical benefit levels and eligibility criteria** – the City shall periodically review its costs of medical benefits, eligibility age criteria (i.e., retiree medical benefits), and coverage levels to ensure long-term fiscal sustainability.
- 5. Synthetic Fresh Start** – to the extent that the City has identified additional resources (one-time monies, budget surpluses, or excess reserves) to apply toward its unfunded retirement costs, the City shall apply these monies through a synthetic Fresh Start or “soft” Fresh Start mechanism when this option is beneficial.
- 6. Refinance Savings** – the City is projecting savings from the difference between debt service payments on the City’s 2020 pension obligation bonds and pre refinance CalPERS annual UAL payments. The City shall use this savings to pay any outstanding unfunded retirement costs and any remaining funds which will be used to fund the trust or stabilization fund for future unfunded retirement costs.
- 7. Pension Obligation Bonds (POBs)** – the City may from time-to-time use bonds to “refinance” a portion of its unfunded pension or OPEB liability. Bonds should be issued as part of a comprehensive plan to address the City’s unfunded liabilities. Since these bonds are issued on a taxable basis, they carry a higher interest rate than traditional municipal “tax-exempt” debt. The City shall adhere to the following general criteria to address GFOA concerns:
 - Prior to the issuance of bonds, a “Monte Carlo” or equivalent simulation analysis shall be completed and have a minimum success probability of 70%.
 - The bonds shall not be structured to defer payments or extend the final maturity date.

Resolution No. 2020-71 - Exhibit A

- Bonds shall be structured with standard call provisions (e.g., 100%-102% in 10 years)
- Bonds shall not finance current or normal costs; they shall only be used to refinance unfunded pension and OPEB liabilities.
- Bonds should provide demonstrated cash flow and NPV savings (except for refunding bonds) sufficient to justify the bond issuance.

Item 10.

These policies are intended to provide general guidelines. Each individual decision shall require analysis and review on a case-by-case basis. This policy document is intended to serve as a living document, which will require periodic review and updated to take into account changes in the City's financial position and funding status.

City of Coachella Building Activity Report
JULY 2020

Item 11.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	23	13	2	83	15
Misc. Building Permits	71	43	28	199	186
Residential Additions	2	1	1	7	14
Single Family Dwelling	22	12	0	57	36
Commercial Bldgs.	0	1	0	8	4
Commercial Ten. Impr	2	0	5	7	3
Multi- Family Units	0	0	0	0	0
Plan Check	74	70	26	309	157
TOTALS	194	140	62	670	415

Revenue Fees

Building Fees	\$74,933.00	\$47,315.50	\$13,687.00	\$246,001.25	\$158,382.51
Dev. Impact Fees	\$355,754.60	\$341,719.33	\$0.00	\$1,282,390.30	\$2,489,329.17
Sewer & Water Fees	\$179,629.03	\$194,168.18	\$895.41	\$680,604.31	\$568,417.71
Misc. (TUMF, MSF, FIF)	\$50,820.00	\$69,067.00	\$2,120.18	\$236,879.11	\$106,436.16
Plan Check	\$21,417.51	\$13,446.00	\$6,950.50	\$74,811.01	\$41,621.50
Cert of Occupancy	\$5,632.00	\$3,328.00	\$0.00	\$18,176.00	\$10,240.00
SB1473	\$318.00	\$348.00	\$56.00	\$1,227.00	\$775.00
TOTALS	\$688,504.14	\$669,392.01	\$23,709.09	\$2,295,729.15	\$3,375,202.05

1% Construction Tax	\$55,195.87	\$70,232.11	\$714.96	\$219,597.97	\$92,844.60
Strong Motion Instr.	\$796.28	\$1,645.14	\$208.37	\$4,496.32	\$1,616.79
TOTALS	\$55,992.15	\$71,877.25	\$923.33	\$253,389.19	\$94,461.39

Valuations	\$5,801,344.08	\$6,870,029.86	\$775,374.00	\$23,901,890.72	\$9,745,115.85
-------------------	-----------------------	-----------------------	---------------------	------------------------	-----------------------

Inspections

General	418	383	154	2061	1079
Final Single Family	14	10	8	64	14
Final Multi Family	0	0	0	0	50
Final Commercial	0	0	1	5	0
Final Miscellaneous	78	65	37	145	205
Final Solar	6	14	11	131	5
Code Enforcement Ins	28	33	5	185	26
TOTALS	544	505	216	2591	1379

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

8957

Submitted by:

Yesenia Becerril
Development Services Technician

FINAL SFD
PHASE 5 AND 6 ESCONDIDA

City of Coachella Building Activity Report
AUGUST 2020

Item 11.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	14	23	1	97	16
Misc. Building Permits	47	71	5	246	191
Residential Additions	5	2	0	12	14
Single Family Dwelling	28	22	0	85	36
Commercial Bldgs.	0	0	0	8	4
Commercial Ten. Impr	3	2	4	10	7
Multi- Family Units	0	0	0	0	0
Plan Check	99	74	16	408	173
TOTALS	196	194	26	866	441

Revenue Fees

Building Fees	\$88,219.50	\$74,933.00	\$8,344.50	\$334,220.75	\$166,727.01
Dev. Impact Fees	\$453,097.72	\$355,754.60	\$0.00	\$1,735,488.02	\$2,489,329.17
Sewer & Water Fees	\$228,259.35	\$179,629.03	\$0.00	\$908,863.66	\$568,417.71
Misc. (TUMF, MSF, FIF)	\$64,860.00	\$50,820.00	\$826.20	\$236,879.11	\$107,262.36
Plan Check	\$19,210.00	\$21,417.51	\$4,212.50	\$94,021.01	\$45,834.00
Cert of Occupancy	\$7,168.00	\$5,632.00	\$0.00	\$25,344.00	\$10,240.00
SB1473	\$413.00	\$318.00	\$25.00	\$1,640.00	\$831.00
TOTALS	\$861,227.57	\$688,504.14	\$13,408.20	\$3,156,956.72	\$3,388,641.25

1% Construction Tax	\$72,429.50	\$55,195.87	\$1,664.96	\$292,027.47	\$94,509.56
Strong Motion Instr.	\$1,341.60	\$796.28	\$57.02	\$5,837.92	\$1,673.81
TOTALS	\$73,771.10	\$55,992.15	\$1,721.98	\$271,168.14	\$96,183.37

Valuations	\$8,277,306.08	\$5,801,344.08	\$251,058.00	\$26,377,852.72	\$9,996,173.85
-------------------	-----------------------	-----------------------	---------------------	------------------------	-----------------------

Inspections

General	526	418	136	2587	1154
Final Single Family	0	14	0	64	35
Final Multi Family	0	0	0	0	50
Final Commercial	0	0	1	5	0
Final Miscellaneous	89	78	23	234	251
Final Solar	9	6	1	140	7
Code Enforcement Ins	19	28	3	204	28
TOTALS	643	544	164	3234	1525

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

8957

Submitted by:

Yesenia Becerril
Development Services Technician

City of Coachella Building Activity Report
 SEPTEMBER 2020

Item 11.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	1	14	11	98	27
Misc. Building Permits	36	47	42	282	233
Residential Additions	4	5	3	16	17
Single Family Dwelling	15	28	0	100	36
Commercial Bldgs.	0	0	0	8	4
Commercial Ten. Impr	0	3	5	10	12
Multi- Family Units	0	0	0	0	0
Plan Check	42	99	35	450	208
TOTALS	98	196	96	964	537

Revenue Fees

Building Fees	\$50,788.00	\$88,219.50	\$14,741.50	\$385,008.75	\$181,468.51
Dev. Impact Fees	\$240,913.65	\$453,097.72	\$0.00	\$1,976,401.67	\$2,489,329.17
Sewer & Water Fees	\$121,345.95	\$228,259.35	\$80,897.30	\$1,030,209.61	\$649,315.01
Misc. (TUMF, MSF, FIF)	\$34,650.00	\$64,860.00	\$8,015.47	\$271,529.11	\$115,277.83
Plan Check	\$10,198.50	\$19,210.00	\$9,146.00	\$104,219.51	\$54,980.00
Cert of Occupancy	\$4,096.00	\$7,168.00	\$256.00	\$29,440.00	\$10,496.00
SB1473	\$207.00	\$413.00	\$72.00	\$1,847.00	\$856.00
TOTALS	\$462,199.10	\$861,227.57	\$113,128.27	\$2,757,928.25	\$3,501,722.52

1% Construction Tax	\$31,532.22	\$72,429.50	\$600.00	\$323,559.69	\$95,109.56
Strong Motion Instr.	\$534.22	\$1,341.60	\$169.40	\$6,372.14	\$1,843.21
TOTALS	\$32,066.44	\$73,771.10	\$769.40	\$229,463.48	\$96,952.77

Valuations	\$4,088,404.50	\$8,277,306.08	\$975,989.30	\$30,466,257.22	\$10,972,163.15
-------------------	-----------------------	-----------------------	---------------------	------------------------	------------------------

Inspections

General	518	526	143	3105	1110
Final Single Family	20	0	5	84	13
Final Multi Family	0	0	0	0	0
Final Commercial	0	0	1	5	5
Final Miscellaneous	61	89	26	295	176
Final Solar	24	9	5	164	21
Code Enforcement Ins	14	19	3	218	24
TOTALS	637	643	183	3871	1349

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

8977

Submitted by:

 Yesenia Becerril
 Development Services Technician

Business Licensee Report

Name Cesar Lucrecio
Date Submitted 10/21/2020
Department Business License
Period 7/1/2020 - 9/30/2020

Revenue Account	Description of Revenue	20201Total Budget	1Q 2021 Revenue	Last Quarter Totals	Up-to-date 2021 Revenues	Balance
101-11-110-10-315	Annual Registration Tax	\$ 24,000.00	\$1,480.00	\$0.00	\$1,480.00	\$ 22,520.00
101-11-110-10-316	Business Licensee Fee	\$ 570,000.00	\$12,101.57	\$0.00	\$12,101.57	\$ 557,898.43
101-11-110-10-319	Penalties Revenue	\$ 3,500.00	\$1,006.71	\$0.00	\$1,006.71	\$ 2,493.29
240-12-110-40-342	Uniform Fire Code Fee	\$ 100,000.00	\$2,354.00	\$0.00	\$2,354.00	\$ 97,646.00
101-11-110-10-325	SB-1186- State Tax	\$ 5,000.00	\$292.00	\$0.00	\$292.00	\$ 4,708.00
101-11-110-10-322	Transient Occupancy Tax	\$ 140,000.00	\$92,098.50	\$0.00	\$92,098.50	\$ 47,901.50
	Total Budget	\$842,500.00	\$109,332.78	\$0.00	\$109,332.78	\$733,167.22



Code Enforcement Summary Report

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 07/01/2020 To 09/30/2020	From To	From To

CE Totals

	Total	Closed Cases	Open Cases
Totals	90	60	30

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
	1	1	0
10.08.060 - Working on parked vehicles	1	1	0
10.20.010(18)Abandoned/Inoperable/Dismantled vehicle(s).	6	5	1
12.12.050 - Duty to maintain sidewalks.	0	0	0
12.16.030 - Permit required/CURB CUTS AND DRIVEWAYS	1	1	0
12.42.030 - Unlawful camping.	2	1	1
12.42.040 - Storage of personal property on public property.	0	0	0
13.03.044 Wasting water prohibited.	2	2	0
13.03.208 - Access to water meter.	0	0	0
13.03.306 Expiration or Extension of Permit	0	0	0
15.04.020 (A) Concrete Flat Work, Shades & Storage Containers	9	5	4
15.44.010 Building Numbering/Required	2	2	0
15.60.010 Building Permit Required	5	2	3
15.60.050 - Substandard buildings and housing.	2	0	2
15.66.010 Seizmic Hazard Mitiagtion	0	0	0
17.16.020 - Permitted uses.	0	0	0
17.16.030(C)(5)-Property development standards. Walls/Fences	1	1	0
17.48.020 Display of merchandised out of doors.	0	0	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	23	19	4
17.54.010.(N)(3)	0	0	0

17.54.020 - Permitting of certain garage conversions to residential living space ("garage conversions").	0	0	0
17.56.010(J)(2)(B) - Signs	2	1	1
17.58.010 - Home occupations	1	1	0
17.60.010 (F)(4) Accessory structures	1	0	1
17.60.010 (G) - Trailers Outside Camps	1	0	1
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	3	3	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	0	0	0
3.10.010 (D)(13) Offensive Odors	4	3	1
3.10.010 (D)(15) Hazardous Substances and Waste	2	2	0
3.10.010 (D)(18)	0	0	0
3.10.010 (D)(19)	0	0	0
3.10.010 (D)(20) Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010 (D)(23)Public Nuisances/Safety Hazard	14	10	4
3.10.010 (D)(24) Disruptive Activities	2	1	1
3.10.010 (D)(3) Weeds	2	1	1
3.10.010 (D)(31) Animal Manure	0	0	0
3.10.010 (D)(36) Signs	0	0	0
3.10.010 (D)(4) - Trees and Shrubs	6	5	1
3.10.010 (D)(44)Public Nuisances/Rubbish, Refuse and Dirt	8	4	4
3.10.010(D)(16)-Visibility Hazard.	0	0	0
3.10.010(D)(19)-Visual Blight	7	2	5
3.10.010(D)(20)-Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010(D)(21)-Public Toilets.	0	0	0

3.10.010(D)(22)-Privies.	0	0	0
3.10.010(D)(25)-Land Use Entitlements.	0	0	0
3.10.010(D)(27)-Public Burning.	0	0	0
3.10.010(D)(28)-Air Pollution.	0	0	0
3.10.010(D)(29) Mosquito Breeding Places.	0	0	0
3.10.010(D)(30)Discharge of Sewage	0	0	0
3.10.010(D)(31)-Animal Manure	0	0	0
3.10.010(D)(32)-Hauling of Offensive Substances	0	0	0
3.10.010(D)(33)-Clothes Lines.	0	0	0
3.10.010(D)(34)Stormwater Drainage	0	0	0
3.10.010(D)(35)-Water Disposal.	0	0	0
3.10.010(D)(36)-Signs.	0	0	0
3.10.010(D)(37)-Encroachment.	0	0	0
3.10.010(D)(38)-Municipal Code Violations.	0	0	0
3.10.010(D)(39)-California Civil Code.	0	0	0
3.10.010(D)(40)-California Red Light Abatement Act.	0	0	0
3.10.010(D)(41)-California Drug Abatement Act.	0	0	0
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	0	0	0
3.10.010(D)(6)Parking on Yard Off Driveway	1	1	0
3.10.010(D)(7) Occupied Vehicles	0	0	0
3.16.090 - Failure to comply with notice of violation.	16	9	7
5.80.100 - Operational requirements and performance standards established.	2	0	2
8.20.040(C)Dust Control requirements	0	0	0
8.44.010 - Collection by city or agent only.	0	0	0
8.44.070 Commercial Garbage Collection and Disposal	0	0	0
8.48.030 (B)Graffiti Prohibited	2	2	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.	1	1	0
8.64.050 - Vacant Property Maintenance Requirements	1	0	1
Abandoned/Inoperable/Dismantled vehicle(s)	0	0	0
Business License Required	0	0	0
Business Subject to Miscellaneous Tax Rates/Transportation, Trucking and Towing	0	0	0
Display of merchandise out of Door	0	0	0
Garbage Containers	2	1	1
Illegal Dumping	1	1	0
Illegal, Nonconform. Building or Structure(s)	3	1	2
Manner of Parking /Parallel Parking	0	0	0

Manner of Parking/Angle Parking	0	0	0
Manner of Parking/Commercial Vehicles Prohibited from Parking on Private Property and Public Rights-of-Ways	0	0	0
NEC 380-9 Electrical, (e) Outlet faceplates/covers in place	0	0	0
NFPA 13-4-2.5.1 Automatic Fire Sprinklers Systems,(c) 18" clearance below heads	0	0	0
Parking on yard/off driveway	11	8	3
Parking Requirements/General Provisions	0	0	0
Parking Requirements/Surface of Parking Area	0	0	0
Permit for Outdoor Advertising Signs	0	0	0
Prkg. Lot Striping/Handicap Markings	0	0	0
Prohibited Stopping, Standing or Parking/On a Crosswalk	0	0	0
Prohibited Stopping, Standing or Parking/Within an Intersection	0	0	0
Property Development Standards/Maintenance	0	0	0
Public Nuisances / Animals	5	5	0
Public Nuisances / Attractive Nuisances	7	6	1
Public Nuisances / Fire Hazard	7	6	1
Public Nuisances / Landscaping	3	1	2
Public Nuisances / Trees and Shrubs	3	1	2
Service Stations/Intent and Purpose	0	0	0
Service Stations/Landscaping	2	2	0
Service Stations/Parking	0	0	0
Set up Temporary Sales Location	0	0	0
Signs-All signs and sign programs shall be subject to review and approval	0	0	0
Special Event/Sales Permit Required	0	0	0
Special Event/Sales Signs	0	0	0
Stopping, Standing and Parking/Public or Private Driveway	0	0	0
Stopping, Standing or Parking/Sidewalk	0	0	0
Termites, Insects, Vermin or Rodents	0	0	0
Termites, Insects, Vermin or Rodents	0	0	0
Termites, Insects, Vermin or Rodents	1	1	0
Title 19, Subchapter 5-Hood and Duct Systems,(a)Serviced within 6 months	0	0	0
Trimming palm trees--Required	0	0	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	8	6	2
UFC 11.203(b)-General Housekeeping,(d) Storage not within 24" of ceiling	0	0	0
UFC 11.203(c)-General Housekeeping,(g) Storage in boiler, mech., elect. panel rooms prohibited	0	0	0
UFC 11.205(a)-General Housekeeping,(h) Candles used in approved manner	0	0	0
UFC 12.103(a)-Exits,(d) Exit obstruction	1	0	1
UFC 12.106(c)-General Housekeeping,(e) Storage under stairs prohibited	0	0	0
UFC 12.203(a)-Occupant Limit/Sign,(a) Occupant load sign(s) posted	0	0	0
UFC 12.207-General Housekeeping,Storage in attic space prohibited	0	0	0
UFC 13.103-Occupant Limit/Sign,(b) Required NO SMOKING signs	0	0	0
UFC 74.107(a)	0	0	0
UFC 79-201(e)-Flammable Liquids -(a) Approved safety cans under 10 gal.	0	0	0
UFC 79.107-Flammable Liquids,(c) Legible labeling	0	0	0
UFC 79.201(e)-Flammable Liquids,(b) Approved cabinet exceeding 10 gal.	0	0	0
UFC 85.104 (c)-Electrical,(c) Abatement of electrical hazards	1	0	1
UFC 85.104 (f)-Electrical,(f) Cover open space in circuit breaker panel	0	0	0
UFC 85.106-Electrical,(d) Exten. cords not allowed as permanent wiring	3	1	2
UFC 85.107-Electrical,(a) Zip cords/cube adapters not allowed	0	0	0
UFC 85.108-Electrical,(b) Min. 30" clear access to circuit breaker	0	0	0
UFC Stand. No. 10-1-6.9-Fire Extinguishers,(c) Mounted 3-5 feet from floor	0	0	0
UFC Standard No. 10-1-6.5-Fire Extinguishers,(d) Obstruction	0	0	0
UMC 504(a)-General Housekeeping,(c) 36" clearance around water heater	0	0	0
Weed Abatement	16	11	5
Totals	205	137	68

Abandoned Vehicles AVA Summary Report

Report Criteria:

Open Date Range	Close Date Range
From 07/01/2020 To 09/30/2020	From To

Vehicles Abated

Disposition	Vehicles
Agency Abated	11
Other	1
Unfounded	0
Voluntary Compliance	35
Totals	47

AVA Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
Abandoned Vehicle	49	48	1
Totals	49	48	1

**Code Enforcement:
Graffiti Department Quarterly Report
July 1, 2020 to September 30, 2020**

Totals	
Gallons Used	342 Gal.
5 Gallon buckets Purchased	18
Cover up/ stops	486
Pressure Washing Sq. ft.	1,260 sq ft
This Graffiti Artist has been tagging the city for months.	“ASKO”



City of Coachella

Development Status Report

September, 2020



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

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

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

City of Coachella Development Status Report

September, 2020

Item 11.

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

City of Coachella Development Status Report

September, 2020

Item 11.

	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 Approved 10/14/20
	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
	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

City of Coachella Development Status Report

Item 11.

September, 2020

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

City of Coachella Development Status Report

September, 2020

Item 11.

	CUP CUP CUP	284 285 286	<u>Mobilitie Mono-Pole</u> To install 3 new wireless communications poles in the street right-of-way	SEC of Ave 52 & Tyler SWC Ave 50 & Harrison NWC Westerfield & Harrison	Robert Lewis Mobilitie, LLC 2955 Red Hill Ave Ste 200 Costa Mesa CA 92626 (951) 212-5825	PC Approved 12/21/17 CUP 284 Withdrawn
	CZ CUP AR EA	17-01 279 17-03 17-01	<u>Coachella Green LLC</u> To construct a phased 833,829 sq. ft. medical cannabis industrial park.	86-601 Industrial Way	<u>Barry Walker</u> 1933 S. Broadway No. 806 Los Angeles CA 90007 (323) 997-9914	PC Approved 11/15/17 CC Approved 11/29/17 Project under new Ownership
	CUP AR	289 17-11	<u>Coachella Brands</u> To construct a new 91,948 sf cannabis cultivation facility in the MW zone.	84-805 Ave. 48	<u>Richard O'Connor</u> 2 Curie Ct Rancho Mirage CA 92270 (760)409-6464	AR Approved 8/30/17 CUP Approved 11/1/17 Interim Use In Operation
	CUP AR TPM EA	280 17-04 37266 17-02	<u>Coachella Research Park #2</u> To develop an 833,829 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots, on 20 acres in the MW zone.	48-451 Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 In Plan Check
	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

City of Coachella Development Status Report

Item 11.

September, 2020

	CUP AR TPM EA	281 17-05 37265 17-03	<u>Coachella Research Park #1</u> To develop an 311,250 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots on 11.28 acres in the MW zone.	NE Corner of Ave. 48 and Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 Grading commenced
	CUP TPM EA	282 37333 17-04	<u>REI / Ponte Hotel Project</u> To develop a 5.45 acre site with 2 hotels, drive-thru pad, and restaurant.	NE Corner of Vista Del Norte and Dillon Road	Claudio Ponte 726 W. Ventura Blvd Ste F Camarillo CA 93010 (805)383-0367	PC Approved 7/19/17 CC Approved 8/9/17
	CUP CUP CZ	299 300 18-03	<u>HOTN/Sinsemilla Dispensary & Pub Project</u> Proposed 1,839 sq. ft. retail cannabis dispensary and 1,432 sq. ft. bar/pub	1694 6 th Street	Pedro Ordoñez 6 th Street Tap Room 45631 Capistrano St Indio CA 92201 (760)409-6169	PC Approved 3/20/19 CC Approved 5/8/19
	CUP	292	<u>Verizon Wireless</u> To install a new wireless communications pole at Bagdouma Park	Northeast corner of Frederick St and Ave 52	Bryce Novak 7711 Normal Ave La Mesa CA 91941	PC Approved 1/31/18
	CUP AR	293 17-14	<u>Coachella Herb Plantation</u> To construct a new 67,240 sf medical cannabis cultivation facility on 3.2 acres in the MW zone.	84-801 Ave 48	Marcelo Morales 84-801 Ave. 48 Coachella CA 92236 (760)699-1332	PC Approved 11/28/17 Time Extension to 11/28/19 Time Extension to 11/28/20 Interim Use Under Construction
	CUP	294	<u>Chelsea Mixed Use Project</u> To establish "PD" land use regulations and development standards for TOD project (105 Apartments w/ 3,000 sf commercial and Transit Hub)	East side of Cesar Chavez Street, north of 6 th Street	Walter Heiberg Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011 (760)456-6000	PC Approved 12/21/17 CC Approved 11/29/18 Modification Approved 1/30/19 Plans Approved

City of Coachella Development Status Report

September, 2020

Item 11.

	CUP AR VAR	297 18-01 18-01	<u>CoachellaGro Corp.</u> To construct a new 257,051 sf cannabis cultivation facility on 10.99 acres of vacant land in the M-W zone.	East side of Harrison Street, South of Ave. 48	CoachellaGro Corp. 3060 Saturn St #250 Brea CA 92821 (760)940-0100	PC Approved 6/6/18 Time Extension to 6/6/20
	CZ CUP AR VAR	18-09 307 18-07 18-04	<u>Polk Cannabis Redevelopment Project</u> To construct a new 174,500 sf cannabis cultivation facility on 10 acres of land.	53-800 Polk St.	Peter Solomon 53-800 Polk St Coachella CA 92236 (760)895-2621	PC Approved 11/7/18 CC Approved 12/12/18 Interim Use in Plan Check
	CUP	301	<u>AT & T Wireless Antenna</u> To install a new wireless communications mono-palm at 50 ft high	Jackson Square SE Corner of Jackson St. and Ave. 48	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18
	CUP	302	<u>AT & T Wireless Antenna</u> To install a new wireless communications mono-palm at 50 ft high	Bagdouma Park 51-711 Douma St.	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18
	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	Luxtort 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

City of Coachella Development Status Report

Item 11.

September, 2020

	CUP AR EA VAR	318 (Mod) 19-09 19-01 19-03	<u>NB Coachella Cannabis Cultivation Facility</u> To construct a new industrial greenhouse park for commercial cannabis cultivation uses on 49.97 acres of vacant land in the MS-IP Zone.	86-601 Industrial Way	NB Coachella Properties, Inc. 1650 Black Road Santa Maria CA 93458 c/o CV Engineers (760)360-4200	Pending Application On Hold
	CUP	319	<u>Botanero Mexicali- Alcohol Sales.</u> To allow beer and wine sales with 1121 sq. ft. snack bar.	51-704 Cesar Chavez St. Unit #3	Maria Carrera 51-704 Cesar Chavez St Unit #3 Coachella CA 92236 (760)574-5543	Application Withdrawn (Not Needed due to grandfathered ABC license)
	CUP VAR	320 20-01	<u>K.C. Vargas Tattoo Parlor</u> To allow an 800 sq. ft. tattoo parlor in the CG zone.	48-975 Grapefruit Boulevard, Suite #4	Kenny Coronel Vargas 31-180 Desert Palm Dr. Thousand Palms CA 92276 (442)400-1562	PC Approved 5/20/20
	CUP CUP AR TPM	321 322 20-03 37940	<u>7-Eleven Service Station/ Retail Center.</u> To allow a 10,588 sq. ft. retail center with service station, drive-thru coffee /office buildings on 3 acres in the CG zone.	NE Corner of 1 st St. and Cesar Chavez St.	Mr. Francis Chu Coachella Retail Realty, LP 1401 Quail St. Suite #100 Newport Beach CA 92660 (949)752-2515	PC Approved 7/15/20 CC Approved 9/23/20
	CUP	323	<u>The Foundation Delivery</u> To allow a 650 sq. ft. non-storefront retail cannabis (delivery only) microbusiness in the CG zone.	51-544 Cesar Chavez St., Suite #J1	CHAD Enterprises, LLC 43-100 Palm Royale Dr. #1627 La Quinta, CA 92253 (760)799-3636	PC Approved 9/2/20

City of Coachella Development Status Report

September, 2020

Item 11.

EA CUP CUP CUP CZ AR TTM GPA	20-01 324 325 326 20-01 20-04 37921 20-01	<u>Coachella Airport Business Park.</u> To construct a 628,825 sq. ft. industrial center w/ Cannabis Cultivation, mini-storage, and service station on 42.69 acres in the MS-IP zone.	NW Corner of Airport Blvd and CA-86 Expressway	Empire Airport, LLC (Haagen Co.) 12302 Exposition Blvd. Los Angeles CA 90064 (310)820-1200	Pending
CUP EA AR	327 20-02 20-06	<u>Bejarano Project</u> To construct a new 172,61 sq. ft. cannabis cultivation facility on 9.98 acres in the MW zone.	48-100 Harrison Street	David E. Argudo 15835 E. Main St. La Puente CA 91744 (415)640-4420	Pending
CUP CZ AR	328 20-02 20-08	<u>Cairo Casitas Project</u> To construct new 8-unit apartments project and remodel existing commercial building on 0.498 acres in the CG zone.	51-704 Cesar Chavez St.	Tomer Tzadok 23679 Calabasas Rd. #280 Calabasas CA 91302 (310) 751-4125	PC Approved 9/2/20
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	Pending
TTM EA CUP CZ GPA	32263 05-11 207 05-04 07-04	322 SF Units Subdivision 64.64 acres See AR 05-21 Nickel creek	Ave 44, West of Dillon	Coachella-Nickel Creek LLC 5744 Canyon Road Amarillo, TX. 79109	PC approved 9/5/07 CC approved 9/12/07 <i>SB1185 Ext to 9/12/10</i> <i>AB333 Ext to 9/12/12</i> <i>AB208 Ext to 9/12/14</i> <i>AB116 Ext. to 9/12/16</i> <i>1 Yr. Ext. to 9/12/17</i> <i>1 Yr. Ext. to 9/12/18</i> <i>Statutory Ext. to 9/12/21</i> <i>AB 1561 Ext. to 3/12/23</i>

City of Coachella Development Status Report

September, 2020

Item 11.

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

City of Coachella
Development Status Report
September, 2020

PC = Planning Commission
CC = City Council

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

Status of Projects = Under Construction, Approved, Pending Approval

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

AR Architectural Review

CUP Conditional Use Permit

CZ Change of Zone

DA Development Agreement

EIS (EA) Environmental Initial Study (Environmental Assessment)

GPA General Plan Amendment

PD Planned Development

TTM Tentative Tract Map or Tentative Subdivision Map

TPM Tentative Parcel Map

VAR Variance

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

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

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

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

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



RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

City of Coachella

SHERIFF'S DEPARTMENT QUARTERLY REPORT

July 1, 2020 – September 30, 2020

Misty Reynolds, Captain
Andy Martinez, Lieutenant

Table of Contents

Crime Statistics	Pg. 3
Average Response Times.....	Pg. 4
Coachella Community Action Team.....	Pg. 5
Coachella Valley Narcotic Task Force.....	Pg. 32
Coachella Valley Violent Crime Gang Task Force.....	Pg. 37
Post-Release Accountability and Compliance Team.....	Pg. 42

Part 1 Crimes

(Data compiled by the Central Crime Analysis Unit)

Crime	July	August	September
Homicide	0	2	0
Rape	1	1	1
Robbery	7	2	3
Aggravated Assault	15	10	12
Burglary	9	13	4
Auto Theft	9	18	10
Larceny Theft	19	26	22
Total Part 1 Crimes	60	72	52

Average Response Times

Type	July	August	September
Priority 1	5.89	4.46	5.06
Priority 2	18.45	14.31	13.70
Priority 3	25.01	24.55	25.90
Priority 4	29.01	35.98	32.21

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

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

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

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

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

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

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



July 1, 2020

0530 Hours – **Burglary/ Stolen Vehicle Pursuit Arrest** – Deputies responded to a report of a burglary at Del Rosario Auto Sales, located at the 1600 block of 1st Street. Two vehicles were seen being driven from the dealership, a grey Chrysler sedan and a dark colored SUV. Deputies located a grey Chrysler 300 on Avenue 52 and Tyler Street, with Del Rosario paper plates, and the vehicle attempted to evade. A pursuit was initiated. The vehicle collided with the center median on the off-ramp of Golf Center Drive and I-10 and the driver was detained after fleeing from the vehicle. The driver was arrested for burglary, vehicle theft and felony evading. He was booked into JBDC. Y20 183 0006

1301 Hours: **Warrant/ Drug Possession/Weapon Arrest** – Deputies conducted a traffic stop at Vista Del Norte and Dillon Road. A male was arrested for possession of a meth pipe. A female was arrested for a parolee at large warrant, a vandalism warrant, and for being a felon in possession of pepper spray. Y20 183 0028/29/30

1712 hours: **Warrant Service/Robbery/Grand Theft/Child Endangerment Arrest** – On June 26, 2020, a grand theft was reported at Augustine Casino. The same day a robbery at O’Riley Auto Parts in Coachella was reported. CCAT conducted follow up on both cases. Today, CCAT authored a search warrant and served it at the suspect’s residence, located at the 85200 block of Cairo Avenue. Two males were arrested for both crimes. During the search warrant service, one male’s 10-year-old son was found in possession of the loaded handgun used in the robbery and theft. Both were booked at JBDC. C201800024, Y201800051

July 2, 2020

0730 hours: **Warrant Service/Felon in Possession of a Handgun/Drugs for Sales Arrest:** CCAT, with the assistance of Gang Task Force, District Team and La Quinta SET, served three search warrants regarding an armed robbery that occurred at the 52700 block of Calle Leandro on May 27, 2020. Search warrants were served at the 1000 block of Date Avenue, 1000 block of Tripoli Way and the Calle Leandro address. A Luger 9mm handgun, over 1,600 oxycodone pills, methamphetamine and cash were seized. A male was arrested for the above listed charges in addition to child endangerment. The robbery investigation is ongoing. Booked at JBDC. Y20 184 0014

1047 hours – **Domestic Violence Arrest** – Deputies responded to the 48400 block of Van Buren Avenue for a domestic violence call. The victim stated her live-in boyfriend closed the door on her hand, smashing her fingers. The male then kicked in the door, which swung open injuring her other hand. The male was arrested after admitting to knowingly injuring her during the altercation. An Emergency Protective Order was obtained against the male. He was booked into the Indio Jail. Y20 184 0015

1540 hours: **Possession of Drugs for Sales Arrest** – CCAT deputies conducted a traffic stop at Frederick St and Avenue 52. A male was arrested for possession of cocaine for sales (18.5 grams). Booked at JBDC. Y20 184 0039

1730 hours – **Warrant Arrest** – Deputies responded to Avenue 50 and Cesar Chavez St regarding a disturbance. A male was arrested for an outstanding Post Release Community Supervision warrant. He was booked at JBDC. Y20 184 0041

2158 hours – **Drug Possession Arrest** – Deputies conducted a vehicle check on Camp Ct and Vista del Norte. A male was arrested for possession of one gram of heroin, a syringe loaded with heroin, and three meth pipes. He was booked. Y20 184 0071

July 3, 2020

0628 hours – **Court Order Violation Arrest** – Deputies arrested a male for a court order violation at the 53300 block of Calle Bella. Y20 185 0009

July 5, 2020

1922 hours: **Battery Arrest** – Deputies responded to the 49500 block of Calle Ocaso to assist the fire department. Upon arrival, deputies discovered a female was in a physical altercation with her mother. The victim desired prosecution and the suspect was arrested and booked at JBDC for battery. Y20 187 0047

2057 hours: **Domestic Violence Arrest** – Deputies responded to the 49100 block of Mesa Court reference a domestic dispute. A female assaulted her boyfriend because he was late to pick her up and take her to her place of employment. The female was arrested and booked at JBDC for domestic violence. Y20 187 0049

July 6, 2020

1056 Hours: **Stolen Vehicle Arrest** – Deputies conducted a vehicle check on Vista Del Norte west of Dillon Road on a blue 1991 Honda Civic. The vehicle was occupied by two subjects and was stolen out of the city of Perris. A male was arrested for possession of a stolen vehicle. A female was arrested for a resisting arrest and vandalism warrant. Both were booked at JBDC. Y20 188 0011 / PE20 188 0032

2038 hours – **Domestic Violence Arrest** – Deputies responded to the 53900 block of Calle Sanborn reference a domestic violence incident. The investigation revealed a male pushed his wife of 18 years to the ground after an argument. He was arrested for domestic battery. An Emergency Protective Order was authored and approved. He was booked into JBDC. Y20 188 0043

July 7, 2020

0848 hours: **Possession of Drug Paraphernalia Arrest** – Deputies conducted a vehicle check at Vista Del North and Dillon Rd. A male was arrested for possession of drug paraphernalia. He was cited and released. Y20 189 0009

1057 hours: **Warrant Arrest** – CCAT deputies conducted a traffic stop at Oasis Palm and Avenue 52. A male was arrested for a felony warrant and booked. Y20 189 0017

2033 hours: **Resisting Arrest / False ID to Peace Officer / Possession of a Taser** – Deputies responded to the 46600 block of Dillon Road reference a report of a suspicious person. A male provided a false name, attempted to flee and was in possession of a taser. He was arrested for the above charges. He was on active parole and a hold was requested and granted. He was booked at JBDC. A second male was arrested for possession of methamphetamine, heroin and drug paraphernalia. He was cited and released. Y20 189 0049

2157 hours – **Assault with a Deadly Weapon Investigation** – Deputies responded to the area of Fastrip, located at the 51800 block of Cesar Chavez St, for a report of a woman bleeding from her neck. A female was located on Avenue 52 after running out of the store. She stated she was walking in the alley, north of Fastrip, when she was asked by an unknown male if she wanted to make \$20.

She was then struck in the back of the head with an unknown object. The blow caused a 2” laceration to the back of her head. She was transported to JFK hospital for treatment. The investigation is ongoing. Y20 189 0054

July 8, 2020

1205 hours: **Resisting Arrest / Felony Warrant Arrest** – CCAT deputies responded to the Love’s Travel Stop regarding a suspicious person. A female was arrested for a parolee at large warrant and resisting arrest. She was booked at JBDC after receiving medical clearance. Y20 190 0027

July 9, 2020

0442 hours – **Robbery Investigation** – Coachella deputies responded to the 83400 block of San Rey Drive regarding a robbery with a firearm (all black, magazine fed, long gun). The suspect was described as a male, 20 years, wearing a black bandana on the face, a black shirt with white letters, and black shorts. Taken was a brown wallet, (2) credit cards, a debit card, and \$10. A canvass of the area yielded no surveillance cameras and no witnesses. The investigation is ongoing. Y20 191 0006

1309 hours – **PRCS Warrant Arrest** – Coachella deputies arrested a male during a suspicious person call. He refused to provide any identity and deputies utilized multiple databases to determine his identity. Y20 191 0034

1349 hours – **Drug Arrest** – CCAT deputies conducted a pedestrian check at Cesar Chavez and Avenue 50. A male was arrested for possession of drug paraphernalia and outstanding warrants. He was booked at JBDC. Y20 191 0033

1553 hours – **Drug Arrest** – CCAT deputies conducted a pedestrian check at Cesar Chavez and Avenue 50. A male was arrested for possession of drug paraphernalia. A second male was arrested for possession of heroin and drug paraphernalia. Both were booked at JBDC. Y20 191 0038

July 10, 2020

0924 hours – **Possession of Dirk/Dagger and Burglary Tools Arrest** – Coachella deputies arrested a male at Dillon Road and the I-10 overpass for possession of a concealed knife and shaved keys. He was booked at JBDC. Y20 192 0008

1235 hours – **Resisting Arrest** – Coachella deputies were conducting an area check regarding complaints of trespassers from the closed Aaron’s Furniture building, from the building’s owner. During the detention of a subject trespassing, a female resisted her detention. She was arrested after a small scuffle. She was booked into JBDC. Y20 192 0014

1833 hours – **Battery Arrest** – Coachella deputies responded to the 83400 block of La Costa Ave reference a battery. Deputies arrested the 17-year-old suspect for battery on his father. The suspect was booked into Juvenile Hall. Y20 192 0033

July 11, 2020

2052 hours – **Under the Influence of Drugs Arrest** – Coachella deputies responded to Ave 49 and Cesar Chavez reference a suspicious person. Deputies contacted and arrested a male being under the influence of a controlled substance. He was transported and booked into JBDC. Y20 193 0038

July 12, 2020

0931 Hours – **Carjacking Investigation** – Coachella deputies responded to the CV Rescue mission regarding a carjacking. The victim stated on 07/11/20 around 2200 hours he was in the area of Vista Del Norte east of Dillon Road. He was sitting in his vehicle when approximately five subjects approached him. He stated one of the subjects had a gun; however, he did not actually see it. The subjects began to surround him, and he feared for his life. The victim fled the area on foot and the suspects stole his vehicle. Deputies located the victim's vehicle, a '00 burgundy Toyota Avalon, unoccupied. The vehicle was recovered and towed to the station to be processed by forensics. The investigation is ongoing. Y20 194 0016

1927 hours – **DUI / Hit and Run Traffic Collision** – Deputies responded to a hit and run traffic collision with injuries at Avenue 52, west of Cesar Chavez. Deputies located the suspect vehicle on Avenue 52, west of Van Buren Street and detained the driver. Deputies conducted sobriety tests and the driver blew a .20% blood alcohol content. The driver also had an outstanding warrant for DUI and drug possession. He was arrested and booked at JBDC for the DUI collision and the outstanding warrants. Y20 194 0039/40/48

July 13, 2020

1136 Hours – **Public Intoxication/Resisting/PRCS Violation Arrest** – Deputies responded to the area of Avenue 49 and Frederick Street regarding an intoxicated subject drinking beer at the intersection. Deputies located the suspect, who was standing at the intersection drinking a beer and had numerous empty beer cans at his feet. When deputies attempted to contact the suspect, he ran northbound across Avenue 49. Deputies chased the suspect and were able to catch up to him as he attempted to jump over a fence. The suspect actively resisted deputies and a physical altercation ensued. The suspect was taken into custody and sustained minor abrasions to his head. He was booked at JBDC for the above violations. Y20 195 0019

1320 hours – **Drug Arrest** – CCAT deputies conducted a vehicle check at AMPM, located at Grapefruit Blvd and Avenue 48. A male was arrested for possession of heroin and drug paraphernalia. He was booked at JBDC. Y20 195 0027

1500 hours – **Drug Arrest** – CCAT deputies conducted a vehicle stop at Cesar Chavez and Avenue 52. A male was arrested for possession of methamphetamine and drug paraphernalia. He was cited and released in the field. Y20 195 0032

1555 hours – **Felon with a Firearm/Drug/Parole Violation Arrest** – CCAT deputies conducted a traffic stop at Avenue 52 and Calle Limon. A male was arrested for being a convicted felon in

possession of a handgun, ammo and methamphetamine. He was booked at JBDC and a parole hold was obtained. Y20 195 0036

2009 hours – **Street Racing Arrest** – Deputies conducted a traffic stop on Avenue 54, between Tyler and Grapefruit Boulevard, after observing 2 vehicles engaged in a street race. Deputies contacted and arrested the driver of one of the involved vehicles, who admitted to street racing. He was booked at JBDC. Y20 195 0046

July 14, 2020

1101 hours – **Under the Influence of a Controlled Substance Arrest** – CCAT deputies conducted a pedestrian check on Dillon Road and the I-10 Overpass. A female was arrested for being under the influence of a stimulant. She was booked at JBDC. Y20 196 0016

1852 hours – **DUI** – Deputies responded to Bagduma Park reference a subject driving recklessly in the parking lot. Deputies arrived and contacted the male driver. He displayed signs and symptoms of intoxication. He blew a .17% blood alcohol content. He was arrested for DUI and booked at JBDC. Y20 196 0043

2134 hours – **Trespassing / Under the Influence Arrest** – Deputies responded to the 84500 block of Via Zahidi reference a domestic disturbance. Upon their arrival, deputies contacted a male who was throwing items inside the residence and displayed symptoms of being under the influence. The male did not live at the location. He was arrested for the above violations and booked at JBDC. Y20 196 0050

2307 hours – **Robbery Investigation** – Deputies responded to Dateland park, located at Cairo Avenue and Shady Lane, regarding a robbery with a firearm. The victim was robbed at gunpoint by two males who entered his vehicle and stole his items. One of the suspects had a black handgun and pointed it at the victim's head during the robbery. The investigation is ongoing. Y20 196 0059

2351 hours – **Negligent Discharge of a Firearm Investigation** – Deputies responded to the 84500 block of Calle Cathron reference the negligent discharge of a firearm. Upon their arrival, deputies located two expended 9mm shell casings and a laser in the roadway. Deputies discovered the residence was struck multiple times by projectiles, one of which nearly struck a female sleeping inside the residence. Forensics responded to process the scene. The investigation is ongoing. Y20 196 0062

July 15, 2020

1000 hours – **Found Child** – Deputies located a 7-year-old female juvenile in her pajamas running along Cesar Chavez St and Avenue 53. The juvenile was safely returned to her residence located at the 52200 block of Calle Camacho, which is about 5 blocks from where she was located. The investigation determined the juvenile ran away to her grandmother's residence while her mother was sleeping. Y20 197 0015

1435 hours – **AWS** – Deputies were conducting an area check at the Loves Truck Stop on Dillon Road. They contacted and arrested a male for a felony warrant. He was booked at JBDC. Y20 197 0021

1954 hours – **Shooting at an Inhabited Dwelling Investigation** – Deputies responded to 2nd St and Orchard Ave regarding 15 gunshots heard in the area. A residence at the 1500 block of 2nd St was struck once by gunfire, as well as two vehicles parked on the curb. 15 expended 9mm casings and three projectiles were located. No injuries were reported. The victims desired prosecution if suspects were later located. The investigation is ongoing. Y20 197 0053

2059 Hours – **Assault with Deadly Weapon Investigation** – Deputies responded to the 50900 block of Cesar Chavez (Chevron) regarding a possible traffic collision. It was determined the collision was intentional after viewing video at the business. The victim was in an altercation with an unknown male driving a white van. The driver pushed the victim, got into his van and drove the van into the victim while he was standing in front of the business. The driver left the area and has not been identified. The investigation is ongoing. Y20 197 0063

July 16, 2020

2103 – **Hit and Run/DUI/Drug Arrest** – Deputies responded to a hit and run traffic collision that occurred on Hwy 86 and Avenue 50. The suspect vehicle, a white Chevy Impala, was located on Hwy 86 and Avenue 66 and a traffic enforcement stop was conducted. Deputies smelled marijuana inside the vehicle. The suspect exhibited symptoms of DUI. Sobriety tests were conducted, and he performed poorly. The male blew a .22 blood alcohol content. During a search incident to arrest, the male had 5 ecstasy pills in his pocket. He was booked at JBDC for the above charges. Y20 198 0050

July 17, 2020

1938 hours – **Felony Warrant Arrest** – CCAT deputies conducted a pedestrian check at Nelson and Avenue 52. A male was arrested for an outstanding felony warrant. He was booked at the JBDC. Y20 199 0059

1954 hours – **DUI Arrest** – CCAT deputies arrested a male for DUI and possession of methamphetamine at Calle Torres Orduno and Avenue 52. He was booked at the JBDC. Y20 199 0065

2041 hours – **Felony Warrant and Firearms Arrest** – CCAT deputies were in the area of Corregidor and Van Buren when they saw a male who was a parolee at large. He was taken into custody after a brief foot pursuit. During the pursuit, he threw a loaded revolver, which was recovered. A rifle was also located in his vehicle. He was booked at the JBDC. C201990037 / C201990045

2225 hours – **Drug Arrest** – Deputies conducted an occupied vehicle check at the AMPM located at Avenue 52 and Cesar Chavez St. A male was arrested for possession of approximately 1 gram of methamphetamine and drug paraphernalia hidden under his car seat. He was cited and released in the field. Y20 199 0070

2307 hours – **Drug Arrest** – Deputies conducted a traffic enforcement stop on Dillon Rd. and Harrison Pl. They contacted and arrested a male for possession of 3.3 grams of heroin, a loaded syringe of heroin, approximately 1 gram of methamphetamine, and a meth pipe. He was cited and released in the field. Y20 199 0074

July 19, 2020

0738 hours – **Assault with a Deadly Weapon Investigation** – Deputies responded to the 51200 block of Frederick Street regarding an assault. Deputies contacted two subjects with minor head injuries and bleeding. The investigation revealed a male struck a male and a female with a rubber mallet. The female suffered a laceration to the left side of her head and the male suffered a laceration to the left side of his head. A second male arrived at the scene and hit a second male victim on the left side of his head with a large stick. All victims desired prosecution. The investigation is ongoing. Y20 201 0014

July 20, 2020

0613 hours – **Shooting at an Inhabited Dwelling Investigaiton** – Deputies responded to the 84000 block of Redondo Norte regarding a vehicle with a bullet hole and two vehicles with flat tires. Projectile fragments were collected from the driveway and a projectile from the liftgate in one of the vehicles. Casings were also collected in the area. The investigation it ongoing. Y20 202 0006

1043 hours – **Criminal Threats/Brandishing Arrest** – Deputies responded to the 51900 block of Genoa St. regarding a brandishing. A male was arrested for brandishing a machete and threatening his tenant over parking space issues. He was booked at JBDC. Y20 202 0018

July 21, 2020

1605 hours – **Possession of a Firearm/Committing a Felony on Bail Arrest** – CCAT deputies conducted a traffic stop at Shady and Avenue 52. A male was arrested for possession of a loaded unregistered rifle. A search warrant was served at the male's residence, where a 10mm handgun and ammunition was recovered. He was booked at JBDC. Y20 203 0020

1753 Hours – **Explosion / Gas Leak / Evacuations** – Deputies responded to Avenue 48 west of Van Buren Street regarding an explosion. CDF arrived on scene and located a gas line which erupted on the south side of Avenue 48 west of Van Buren Street. Deputies closed roadways at multiple intersections and evacuated approximately 15 homes on Palomar Court and San Jacinto. No injuries or structural damages were reported or located. IID responded and shut down power which affected approximately 450 residences. SoCal gas arrived on scene and repaired the gas line. Y20 203 0026

July 22, 2020

0819 hours – **Death Investigation** – Coachella deputies responded to Ave 49 and Calle Abelia regarding a man down. Upon arrival, deputies located a male deceased in the wash basin. The Coroner’s Office and Investigations Bureau responded to the scene and assumed the investigation. The investigation is ongoing. Y20 204 0014

2045 hours – **Drug Arrest** – CCAT deputies conducted a traffic stop at the 86 Expressway and Avenue 52. A male was arrested for possession of methamphetamine for sales (about 100 grams). He was booked at JBDC. Y20 204 0053

2313 Hours – **Felony Warrant/Drug Arrest** – Deputies conducted a vehicle check at AMPM, located at Grapefruit Blvd and Avenue 48. A female was arrested for a no-bail warrant out of San Bernardino. A male was arrested for possession of methamphetamine and drug paraphernalia. Both were booked at JBDC. Y20 204 0067

2330 Hours – **Warrant/Drug/Weapon Arrest** – Deputies conducted a bicycle stop at Grapefruit Blvd and Tyler Street. A male was arrested for seven drug warrants and possession of 6.1 grams of methamphetamine. A female was arrested for possession of a concealed dagger and possession of 3.7 grams of methamphetamine. The female was later charged with bringing narcotics into JBDC. During the stop, a second male was contacted and arrested for possession of 850 grams of marijuana and possession of methamphetamine. All three subjects were booked at JBDC. Y20 205 0001/02/03/04/05

July 23, 2020

2006 hours – **Possession of Drugs for Sale Arrest** – Coachella deputies conducted a traffic stop at Avenue 54 and Frederick Street. During a search of the vehicle, 7.4 grams of cocaine, 160 Xanax pills, 3 fentanyl pills, along with a scale, packaging, and \$2,000 was located. The driver was arrested for numerous drug sale charges. He was booked at JBDC. Y20 205 0058

2246 hours – **DUI/Evading Arrest** – Coachella deputies witnessed a Chevy Tahoe traveling at a high rate of speed on Avenue 51. The vehicle almost spun out of control and failed to yield when deputies attempted to stop it. The vehicle yielded at the 84400 block of Avenue 51 and a felony stop was conducted. The driver was arrested for DUI and misdemeanor evading. Blood Alcohol Content .12/.13%. Booked at JBDC. Y20 205 0027

July 24, 2020

2212 hours – **Vehicle Pursuit/DUI Arrest** – Coachella deputies responded to the Las Palmeras MHP regarding a reckless driver. Dispatch advised there was a red Jeep at the location doing “donuts” and driving recklessly. Deputies arrived and witnessed the red Jeep drive away, southbound on Tyler Street, at a high rate of speed. Deputies attempted to conduct a traffic stop on the vehicle; however, it failed to yield. The Jeep abruptly stopped in front of the Las Casas apartments, located at 51500 Tyler Street. The suspect ran from the vehicle and a foot pursuit

ensued. Deputies were able to catch the suspect and took him into custody without further incident. The suspect had a .23/.23% Blood Alcohol Content and was booked at JBDC. Y20 206 0053

July 25, 2020

0052 hours – **DUI/Hit and Run Arrest** – Coachella deputies responded to the area of Grapefruit Boulevard for a report of a hit and run traffic collision and suspected DUI driver who collided with a power-line pole and fled the scene. The power-line pole was not damaged. The vehicle was located by deputies in the area of Shady Lane and Bagdad. The driver was arrested for the above violations. She was booked into the JBDC. Y20 207 0004

2210 hours – **Public Intoxication/Warrant Arrest** – Coachella deputies responded to the 1200 block of 4th Street reference a family disturbance. A male was arrested for public intoxication and two DUI warrants. Booked at JBDC. Y20 207 0048

July 26, 2020

0221 Hours – **Robbery Arrest** – Coachella deputies responded to the 51500 block of Tyler Street regarding a robbery. The victim stated he was at the location with two females when two males arrived in a beige Toyota Corolla. The suspects punched the victim in the face and demanded his wallet and vehicle keys. They also brandished a kitchen knife. The victim handed his property over and the two suspects fled the scene in the Corolla. Deputies located the vehicle traveling at approximately 100 mph westbound on the I-10 Freeway. The suspect vehicle exited Date Palm and a felony stop was conducted. All suspects were taken into custody without incident. One suspect was booked at JBDC for robbery and the second suspect was booked at Indio Juvenile Hall for robbery. Y20 208 0004

0731 hours – **Child Endangerment/Domestic Violence Arrest** – Coachella deputies responded to the 1400 block of Orchard St regarding a domestic violence incident. The reporting party stated her daughter was slapped by her boyfriend. The victim had a red cheek and a 1/4-inch laceration to her left index finger. Deputies responded to the male's address in North Shore and arrested him. He was booked into JBDC. Y20 208 0007

1511 hours – **Felony Warrant Arrest** – Coachella deputies conducted a pedestrian check at Cesar Chavez and Avenue 50. They contacted a male who had an active No Bail felony warrant. He was arrested and booked into the JBDC. Y20 208 0026

1939 hours – **Under the Influence of a Controlled Substance/Resisting Arrest** – Coachella deputies responded to the 49300 block of Hibisco St regarding a male possibly under the influence of ACID. Upon deputies' arrival, the male exited the house without clothing. Deputies attempted to detain the male, but he resisted. A physical altercation ensued. At one point, the male grabbed a deputy's gun while in the holster and moved it, as if he was trying to remove it. The male was eventually subdued and taken into custody. He was treated by AMR / Cal-Fire at the scene and transported to JFK Hospital for observation. The male was booked at the JBDC for the above charges. Y20 208 0033

July 27, 2020

1034 hours – **Vandalism/Trespassing Arrest** – Coachella deputies responded to the 84900 block of Bagdad Avenue reference a burglary. The victim stated last night (07-26-20), about 2030 hours, she saw three males in her apartment. Further investigation revealed the rear door and a wooded fence were damaged, but no property was missing. The victim positively identified her neighbors as the suspects. The males were arrested and cited/released in the field. Y20 209 0019

July 28, 2020

1530 hours – **Felony Warrant Arrest** – CCAT deputies conducted a pedestrian check at 2nd Street and Vine. A male was arrested for a felony drug sales warrant and booked at JBDC. Y20 210 0021

1645 hours – **Possession of Dangerous Fireworks/Violation of Probation Arrest** – CCAT deputies conducted a probation compliance check at the 84400 block of Julia Drive. A male was arrested for possession of dangerous fireworks and violation of probation. Booked at JBDC. Y20 210 0023

July 29, 2020

1354 hours – **Drug Possession/Violation of Probation Arrest** – CCAT deputies conducted a vehicle stop at Sunset and Avenue 52. A male was arrested for possession of drug paraphernalia and violation of probation. Booked at JBDC. Y20 211 0027

July 30, 2020

0044 hours – **Assault with a Firearm/DUI Arrest** – Coachella deputies responded to the area of Calle Camacho and Avenue 52 for a report of multiple shots fired. The victims were riding their bicycles on Calle Camacho and were shot at. The victims sated a male and female exited a white Toyota passenger car parked in front of the 52200 block of Calle Camacho and began shooting at them. Both victims reported seeing the muzzle flash from the weapon and could hear the bullets "whizzing" past them. Deputies arrived and located the suspect vehicle. Both suspects attempted to get back into the suspect vehicle but were taken into custody. During a search incident to arrest, deputies located three loaded handguns inside the suspect vehicle. Numerous alcoholic beverages and empty beer bottles were also located inside the suspect vehicle with the keys in the ignition and the vehicle running. Both suspects were arrested for the above criminal violations. Y20 212 0001

0906 hours – **Drug Possession/Violation of Parole Arrest** – CCAT deputies conducted a pedestrian check at Avenue 50 and Cesar Chavez. A male was arrested for possession of heroin and violation of parole. Booked at JBDC. Y20 212 0013

1827 hours – **Indecent Exposure** – Coachella deputies responded to the "Sudz Laundromat" on Cesar Chavez and Calle Zamora for an indecent exposure. The victim provided a suspect description and photographs of the suspect walking past her in the nude grabbing his genitals. The

suspect matching the description was located in the area. The victim positively identified the male as the suspect. He was arrested and booked at JBDC. Y20 212 0033

July 31, 2020

1841 hours – **Felony Warrant Arrest** – Coachella deputies conducted an area check of a camp west of the Love's Truck Stop on Dillon Road. Deputies contacted a male who had an active felony Post-Release Community Supervision warrant. He was arrested and booked into the JBDC. Y20 213 0015

2000 hours – **DUI Checkpoint** – CCAT deputies conducted a Driver's License/Driving Under the Influence checkpoint at Cesar Chavez and 4th Street. The checkpoint yielded the following:

- 421 cars screened.
- 7 citations for unlicensed drivers.
- 1 drug arrest.
- 1 felony warrant arrest.
- 1 obstructing an officer arrest.
- 3 driving under the influence arrests.

August 1, 2020

0334 hours – **Drug Possession Arrest** – CCAT deputies conducted a traffic stop on Grapefruit Blvd and Park. The driver was found to be in possession of a meth pipe. She was arrested and released by citation. Y20 214 0004

August 2, 2020

1358 hours – **AWS** – Coachella deputies responded to the 85500 block of Sylmar Ln regarding a possible battery. It was determined a battery did not occur. A female was contacted and arrested for an outstanding felony warrant. She was booked at JBDC. Y20 215 0027

August 4, 2020

1330 hours – **Drug Possession/Violation of Probation Arrest** – CCAT deputies conducted a bicycle stop at Vine and 7th Street. A male was arrested for possession of methamphetamine, drug paraphernalia and violation of probation. Booked at JBDC. Y20 217 0042

1406 hours – **Felony Warrant Arrest** – CCAT deputies conducted a pedestrian check at 2nd St and Orchard. A female was arrested for a parolee at large warrant. Booked at JBDC. Y20 217 0047

2220 hours – **Drug Sales Arrest** – Coachella deputies conducted a vehicle stop of a Honda motorcycle. The rider was found to have 71.7 grams of Methamphetamine in his possession. He was arrested and booked at JBDC. Y20 217 0063

August 5, 2020

0823 hours – **Felony Warrant Arrest** – Coachella deputies conducted an occupied vehicle check on Shady and Cairo. A male was arrested for an out of county felony dangerous drugs warrant. He was booked at JBDC. Y20 218 0007

August 6, 2020

0054 hours – **DUI Arrest** – Coachella deputies conducted a traffic enforcement stop on Sunset and Grapefruit Blvd. The driver was arrested after having a .16% Blood Alcohol Content on the PEBT. He also had an outstanding DUI warrant. He was booked into the JBDC. Y20 219 0003

1240 hours – **Felony Warrant Arrest** – CCAT deputies conducted a pedestrian check at Cesar Chavez and Avenue 50. A male was arrested for a parole at large warrant. He was booked at JBDC. Y20 219 0022

2233 hours – **Warrant Arrest** – Coachella deputies conducted a traffic enforcement stop at Cesar Chavez and Ave 52. The driver had a misdemeanor possession of methamphetamine warrant. He was cited and released at the scene. Y20 219 0054

August 7, 2020

1934 hours – **Murder Investigation** – Coachella deputies responded to a vehicle versus pedestrian traffic collision in 84000 block of Avenue 50 in Coachella. Deputies arrived within minutes and located a collision involving an SUV and two pedestrians. Deputies found the driver of the SUV deceased inside the vehicle. It appeared the driver sustained a gunshot wound from a car to car shooting and, as a result, collided into the pedestrians who were walking on the sidewalk. The driver of the vehicle succumbed to his injuries on scene. Paramedics transported one of the pedestrians to an area hospital for further medical treatment. The pedestrian, however, succumbed to her injuries. The second pedestrian sustained minor injuries. Due to the nature of this incident, investigators from the Thermal Station and Central Homicide Unit responded and assumed the investigation. Y20 220 0035

August 8, 2020

1857 hours – **Resist/Evading/DUI Drugs Arrest** – Coachella deputies attempted to conduct a motorized bicycle stop at Avenue 49 and Frederick Street. The driver failed to yield initially but eventually fell within a dirt field. The rider was taken into custody without further incident. The rider is currently on summary probation for DUI and resisting arrest. The male admitted to using methamphetamines 2-hours prior to his arrest and was under the influence. He was arrested for the above charges and was booked into the JBDC. Y20 221 0035

2145 hours – **Domestic Battery Arrest** – Coachella deputies responded to the 50900 block of Chiapas Drive for a domestic battery. The victim stated she and her boyfriend were in a verbal argument and he accused her of infidelity. The argument escalated and the male pulled her hair

about 20-times, resulting in head pain. The male was arrested and booked into the JBDC. Y20 221 0045

August 9, 2020

1257 hours – **Warrant Arrest** – Coachella deputies responded to Andy’s Restaurant, located at Grapefruit Blvd and Cesar Chavez St regarding a disturbance. A male was arrested for an outstanding drug possession warrant. He was booked at JBDC. Y20 222 0023

2145 hours – **Shooting at an Inhabited Dwelling** – Coachella deputies were dispatched to a call of a subject shooting in the street located at Redondo Poniente. The reporting party stated he observed a male in the street firing a handgun on his security camera. Deputies responded and located approximately 9 spent shell casings in the roadway. One vehicle was struck approximately 7 times. A second vehicle was struck approximately three times. A residence at 49900 block of Redondo Poniente was struck once on the garage door. No one was injured. The investigation is ongoing. Y20 222 0043

August 10, 2020

2020 hours – **Drug/Parole Violation Arrest** – CCAT deputies conducted a bicycle stop at Avenue 52 and Cesar Chavez. A male was arrested for being under the influence of a controlled substance and violation of parole. He was booked at JBDC. Y20 223 0061

August 11, 2020

0029 hours – **Shooting at an Inhabited Dwelling** – Coachella deputies were dispatched to a shooting call at the 85800 block of Avenida Grace. Deputies located approximately 11 spent shell casings in the roadway. Two vehicles and a residence were struck but no one was injured. The area was checked for victims, witnesses and video. The investigation is ongoing. Y20 224 0002

August 12, 2020

2044 hours – **Drug Arrest** – CCAT deputies conducted a vehicle stop at Dillon and Avenue 48. A male was arrested for possession of methamphetamine and drug paraphernalia. He was booked at JBDC. Y20 225 0043

August 13, 2020

1359 hours – **Felony Warrant Arrest** – CCAT deputies conducted a pedestrian check at Rancho Las Flores Park, located at Van Buren and Avenue 48. A male was arrested for a no-bail PRCS warrant. He was booked at JBDC. Y20 226 0014

August 14, 2020

2001 hours – **Stolen Vehicle Arrest** – CCAT deputies conducted a vehicle check at Vista Del Norte, west of Dillon. A male was arrested for possession of a stolen vehicle. S20 217 0099

August 15, 2020

1040 hours – **Felony Warrant Arrest** – Coachella deputies conducted an occupied vehicle check on Grapefruit Blvd and Cesar Chavez St. A male had an active parolee at large warrant. He was arrested and booked into the Indio Jail. Y20 228 0010

August 16, 2020

0535 hours – **Shooting at an Inhabited Dwelling** – Coachella deputies responded to the 84100 block of Meadows Ln. regarding a vehicle shot at multiple times and the residence that was struck once. Deputies arrived and located 28 casings on the northeast corner of Meadows Ln. and Primavera. The investigation is ongoing. Y20 229 0008

August 18, 2020

0905 hours – **Felony Warrant Arrest** – Coachella deputies responded to Rancho Las Flores park for a report of a female bathing in a drinking fountain. The female and an additional male were contacted at the park. The female was found to have a parolee at large warrant and the male was found to have a providing false information to a peace officer warrant. Both were arrested for their warrants and booked into JBDC. Y20 231 0016/17

August 19, 2020

2020 hours – **Possession of an Unregistered Rifle/Resisting Arrest** – CCAT deputies conducted a traffic stop at Bagdad and Mecca. As the vehicle was being approached, it sped off. The vehicle was located at Sunburst and Sunrise, where the driver ran from the vehicle and jumped a wall into a backyard. A non-serialized, short barreled AR-15 was located within the vehicle. Additional follow up will be conducted. Y20 232 0039

August 20, 2020

0845 hours – **Restraining Order Violation/Vandalism Arrest** – Coachella deputies responded to the 52200 block of Jennifer Way to investigate a restraining order violation. Upon arrival, deputies contacted the victim and she reported her neighbor broke the front window of her home and attempted to kick the front door to her residence in. The male caused about \$750.00 in damage. The male was arrested and booked at JBDC for felony vandalism and violation of a no negative contact court order. Y20 233 0013

1738 hours – **Under the Influence/Resisting Arrest** – Coachella deputies responded to the 51700 block of Calle Torres Orduno to assist the Riverside County Fire Department. They requested deputies respond due to a male patient's demeanor and them suspecting he was under the influence of narcotics. Deputies arrived and determined he was under the influence of a controlled substance. Deputies attempted to take him into custody; however, he resisted. Deputies took him to the ground and ultimately detained him. He was transported to JFK Hospital due to his erratic behavior of being under the influence of a controlled substance. Y20 233 0037

August 21, 2020

0400 hours – **DUI Arrest** – Coachella deputies observed a white Toyota Corolla driving recklessly at a high rate of speed eastbound on Avenue 48. The driver also ran a red light on Avenue 49 and Van Buren Street. Deputies initiated a traffic enforcement stop at Avenue 49 and Prima Vera and contacted the driver. The driver had objective signs of intoxication. He refused all FST's and PEBT tests. Based on his objective signs, he was arrested, his vehicle was towed, and he was booked for DUI at JBDC. Y20 234 0006

1922 hours – **DUI Arrest** – Coachella deputies conducted a traffic enforcement stop on Calhoun Street and Avenue 51. The driver was arrested for driving under the influence after blowing a .15% Blood Alcohol Content using the PEBT. He was booked into the JBDC. Y20 234 0047

August 23, 2020

1741 hours – **Warrant Arrest** – Coachella deputies responded to a suspicious person walking in the roadway at Frederick and Avenue 52. Deputies contacted a male who had an active warrant for violation of a restraining order. He was arrested and transported to the JBDC. Y20 236 0042

1816 hours – **Warrant Arrest** – Coachella deputies responded to the 51000 block of Calle Gardenia for a report of a battery resulting from on-going family issues between family members. A male was arrested when he kicked his father in the face causing a bloody nose. He was booked at the JBDC. Y20 236 0043

August 24, 2020

0720 hours – **Search Warrant Service/SWAT Activation** – CCAT, with the assistance of other Thermal Station Teams, served two search warrants related to an assault with a handgun. One warrant was served at the 53500 block of Cesar Chavez St. A second warrant was served at the 84800 block of Calle Lya. The Calle Lya location turned into a barricade when the suspect ran out of the residence and back in once confronted by units. At 1050 hours, the suspect surrendered to SWAT. A search of the residence yielded three firearms and ammunition. The suspected was arrested or assault with a handgun, conspiracy and vehicle theft. A second male was arrested for assault with a handgun and conspiracy. Both were booked into JBDC. Y20 212 0026

2136 hours – **Felony Assault Arrest** – Coachella deputies responded to the 85400 block of Avenida Maria for an assault. A male was arrested for a felony assault after he punched and choked his neighbor. The altercation started over sprinklers spraying onto a vehicle. He was booked at JBDC. Y20 237 0043

August 25, 2020

0010 hours – **Possession of Cocaine for Sale/Child Endangerment Arrest** – Coachella deputies responded to the 53500 block of Cesar Chavez regarding a family disturbance. During the investigation, deputies located 6 bindles of cocaine underneath a child's mattress. A male was

arrested for possession of cocaine for sale and child endangerment. He was booked at JBDC. Y20 238 0001

August 26, 2020

2100 hours – **Under the Influence of a Controlled Substance Arrest** – CCAT deputies responded to a suspicious male rolling around on the ground in the area of Cesar Chavez St and Cairo. The male was contacted and arrested for under the influence of a controlled substance and possession of drug paraphernalia. He was booked at JBDC. Y20 239 0047

August 27, 2020

1150 hours – **Shooting at a Vehicle Investigation** – Coachella deputies responded to the 53500 block of Cesar Chavez Street regarding a vehicle found with bullet holes in the hood of the vehicle. The vehicle was specifically targeted with a total of 10 bullet holes, with a projectile recovered from the windshield and 10 shell casings recovered. The investigation is ongoing. Y20 240 0015

2113 hours – **Felony Warrant Arrest** – CCAT deputies conducted a vehicle stop at Avenue 50 and Calloway. A male was arrested for a felony warrant, possession of drug paraphernalia and possession of burglary tools. He was booked at JBDC. Y20 240 0051

August 28, 2020

1019 hours – **Felony Warrant Arrest** – CCAT deputies conducted a vehicle check on Palm Ave and 6th St. A male had an active parolee at large warrant. He was arrested and booked at JBDC. Y20 241 0015

1408 hours – **Robbery Arrest** – Coachella deputies responded to the 51100 block of Cesar Chavez (Rite Aid) reference a robbery. The investigation revealed a male stole a bag of chips, a candy bar and an energy drink from the store. As he exited the store, he brandished a small knife. Deputies located the suspect at 6th Street and Orchard and he was detained without incident. The male was positively identified by the victim. He was arrested and booked at JBDC. Y20 241 0024

1412 hours – **Felony Warrant Arrest** – CCAT deputies conducted a pedestrian check at Avenue 53 and Genoa. A male had an outstanding felony warrant for assault with a deadly weapon. He was transported and booked into the JBDC. Y20 241 0025

1650 hours – **Felony Warrant/Drug Arrest** – CCAT deputies conducted a traffic stop at Tijsseling and Avenue 52. The driver was arrested for a parolee at large warrant and possession of methamphetamine. She was booked at JBDC. Y20 241 0033

2008 hours – **DUI/Hit and Run Arrest** – Coachella deputies responded to a hit and run traffic collision on Westerfield Way and Kenmore. The driver was located at the 84400 block of Julia Drive after she fled the scene. She was intoxicated and arrested for DUI and hit and run. She had a .18 BAC. She was booked at the JBDC. Y20 241 0042

August 29, 2020

1438 hours – **Shooting at a Dwelling Investigation** – Coachella deputies responded to the 84000 block of Calle Granada reference a vandalism. The victim reported hearing multiple gunshots last night (08/28/2020) about 2300 hours but did not report the incident to police. She awoke this morning about 1000 hours and located multiple impact marks inside her residence and damage to a vehicle parked in her driveway. Neighbors confirmed hearing shots about 2300 hours. The investigation is ongoing. Y20 242 0023

2254 hours – **Shooting at a Dwelling/Child Endangerment/Public Intoxication Arrest** – Coachella deputies responded to a call of a subject shooting in the street located at Cairo and Shady Lane. Deputies responded and located several spent shell casings in the roadway and several vehicles parked on Cairo Street were struck. Deputies found a vehicle matching the description of the suspect on Nelson and Ave 52. Deputies stopped the vehicle and a male wearing dark clothes ran from the vehicle. A female front passenger was arrested for public intoxication. The driver was arrested for child endangerment when a loaded gun was found under the child seat containing a 9-month-old child. The male passenger was determined to be the shooter. He was located hiding in a car on Oasis Palm. He was arrested for shooting at an inhabited dwelling and a parole hold. All suspects were booked a JBDC. Y20 242 051

August 30, 2020

1025 Hours – **Warrant/Under the Influence/Resisting Arrest** – CCAT deputies observed a male walking near the roadway of Avenue 48 and Dillon Road who had active warrants for his arrest. Deputies attempted to contact the male who began running around in the roadway, displaying objective symptoms of being under the influence of a controlled substance. When deputies attempted to detain the male, he resisted and ran. Deputies pursued the male and took him to the ground after catching him. The male was arrested and booked into JBDC for his warrants and new charges of resisting arrest and under the influence of a controlled substance. Y20 243 0029/Y20 243 0030

2233 hours – **Assault with a Deadly Weapon Investigation** – Coachella deputies responded to the 49900 block of Avenida De Plata for a report of shots fired. A 16-year-old juvenile victim was transported by family members to JFK Hospital for a non-life-threatening gunshot wound to the head. Deputies arrived on-scene and located spent shell casings in front of the residence. Bullet impacts were located on two vehicles parked in front of neighboring residences on Avenida De Plata. A canvas and safety sweep of the area was conducted for witnesses, additional evidence, and possible home video surveillance. The investigation is ongoing. Y20 243 0063

August 31, 2020

0031 hours – **DUI Arrest** – Coachella deputies responded to the 83000 block of Avenue 48 regarding a driver passed out in the drive-thru of Bank of America. The driver was contacted, who displayed objective symptoms of alcohol intoxication. Deputies determined he was DUI alcohol. He had a BAC of .09. He was booked at JBDC. Y20 244 0001

1335 hours – **Felony Warrant Arrest** – CCAT deputies conducted a vehicle stop at Genoa and Bagdad. A male was arrested for an outstanding assault with a deadly weapon warrant and booked at JBDC. Y20 244 0032

September 1, 2020

1843 hours – **Drug Possession/Under the Influence Arrest** – CCAT deputies conducted a pedestrian check at Avenue 48 and Grapefruit Blvd. A male was arrested for possession of methamphetamine, drug paraphernalia and under the influence of a controlled substance. He was booked at JBDC. Y20 245 0045

2000 hours – **Warrant/Possession of Drug Paraphernalia Arrest** – CCAT deputies conducted a pedestrian check at Grapefruit and 9th Street. A male was arrested for a drug warrant and possession of drug paraphernalia. He was cited and released in the field. Y20 245 0050

September 2, 2020

0100 hours – **DUI/Child Endangerment/Battery on a Peace Officer Arrest** – Coachella deputies conducted a traffic stop at 4th Street and Cesar Chavez St. The driver was DUI with two children (2 y/o and 5 y/o) in the vehicle. During the DUI investigation the female spat on and kicked a deputy. She was arrested and booked for DUI, felony child endangerment, and battery on a Peace Officer. Y20 246 0003

September 3, 2020

2024 hours – **Felony Warrant Arrest** – Coachella deputies conducted a follow up at the 85600 block of Guadalupana Court. A female was arrested for a felony conspiracy warrant. She was booked at JBDC. Y20 247 0061

2032 hours – **Criminal Threats/Parole Hold Arrest** – Coachella deputies responded to a report of a disturbance at the 53000 block of Calle Olivio. The investigation revealed a male made threatening statements to shoot the victim. The male then drove to and arrived at the victim's residence. Deputies intercepted the male and arrested him for the criminal threats. The male was on active parole and a parole violation was obtained. Y20 247 0062

September 4, 2020

0312 hours – **Petty Theft Arrest** – Coachella deputies responded to the Love's truck stop regarding a theft. A female was contacted and arrested for the theft. She was booked at the JBDC. Y20 248 0002

1409 hours – **Felony Warrant Arrest** – CCAT deputies conducted a vehicle check at Vista Del Norte and Dillon Rd. A male was arrested for a Post Release Community Supervision warrant and booked. Y20 248 0044

1630 hours – **Stolen Vehicle Arrest** – CCAT deputies responded to the 84600 block of Avenue 50 after the victim of an auto theft located his vehicle at the location. The victim pointed out the

suspect, who was walking away from the vehicle, a 2002 Jeep Grand Cherokee. She was taken into custody. During an interview, she admitted to the vehicle theft and she was booked into the JBDC. Y20 248 0062

1920 hours – **Assault with a Deadly Weapon Investigation** – Coachella deputies responded to the 85200 block of Vista Del Norte regarding an assault with a deadly weapon. The victim was walking in the area when he was struck in the head and body with a bat by an unknown suspect. He was transported to JFK Hospital with non-life-threatening injuries. The investigation is ongoing. Y20 248 0067

September 5, 2020

0224 hours – **Felony Warrant Arrest** – Coachella deputies conducted a vehicle check at AMPM, located at Avenue 48 and Grapefruit. A VCR gang member was arrested for a felony weapons warrant. He was booked at JBDC. Y20 249 0011

1532 hours – **DUI/Warrant Arrest** – CCAT deputies conducted a traffic stop at Avenue 44 and Tierra Lago. The driver had an outstanding warrant for drug possession. He also displayed objective signs of being under the influence of a CNS stimulant. Deputies conducted a DUI investigation and arrested him for DUI. He was booked for the DUI and his warrant. Y20 249 0044 / Y20 249 0045

September 6, 2020

0655 hours – **Warrant Arrest** – Coachella deputies responded to the Family Dollar located at Valley Rd and Cesar Chavez St. regarding a trespass. A male was arrested for an outstanding misdemeanor warrant for battery. He was booked at JBDC. Y20 250 0016

0743 hours – **Drug Possession/Felon in Possession of a Taser/Warrant Arrest** – Coachella deputies conducted a traffic stop at Vista Del Norte and Dillon Rd. The driver was in possession of heroin, methamphetamine, drug paraphernalia, and a taser. The passenger was also in possession of heroin and drug paraphernalia. She also had misdemeanor warrants for her arrest. Both were booked at JBDC. Y20 250 0018 / Y20 250 0019

September 7, 2020

2136 hours – **Public Intoxication Arrest** – Coachella deputies contacted a male in the 52000 block of Calle Avila for public intoxication. He was arrested and booked at the JBDC. Y20 251 0047

September 8, 2020

0051 hours – **Robbery Investigation** – Coachella deputies responded to the 51000 block of Frederick St. regarding a robbery. The victim and his girlfriend met with the suspect to purchase “weed” just south of their apartment at the above address. The suspect took the victim’s \$100 bill

and wallet then punched the victim on the right side of his face, which was followed-up with a brandishing of a silver handgun. The suspect fled southbound through the apartment complex. The investigation is ongoing. Y20 252 0002

1201 hours – **Felony Warrant Arrest** – Coachella deputies conducted a pedestrian check in the area of Avenue 53 and Genoa. A male was found to have a felony domestic violence warrant and was arrested and booked into JBDC. Y20 252 0023

1810 hours – **Search Warrant Service/Weapons Arrest** – CCAT deputies conducted a weapons related search warrant service at the 49100 block of Pluma Verde Place. During the service, the primary suspect refused to exit the residence. SWAT was requested for a barricade. At 1856 hours, the suspect exited the residence and was taken into custody. Two rifles, ammunition and a high capacity magazine were seized. The male was booked for possession of an assault weapon, amongst other charges. A second male was also arrested and booked for possession of an unregistered assault weapon. Y20 232 0039

September 9, 2020

0855 hours – **Felony Warrant Arrest** – Coachella deputies conducted a vehicle check at Avenue 52 and Polk Street. They contacted and arrested a male for an outstanding parolee at large warrant. He was booked at JBDC. Y20 253 0015

September 11, 2020

1605 hours – **Felony Warrant/Drug Arrest** – CCAT deputies conducted a traffic stop on Avenue 54 and Cesar Chavez. The driver had an outstanding felony warrant for drug violations. She was also in possession of a small amount of methamphetamine and drug paraphernalia. She was booked at JBDC. Y20 255 0033/34

September 12, 2020

0233 hours – **DUI/Resisting Arrest** – Coachella deputies conducted a vehicle check in front of the Prado Homes, located at Avenue 50 east of Van Buren Street, after they witness a vehicle park in front of the gate to the community. The suspect exited the driver seat and contacted the deputies. He had a strong odor of an alcoholic beverage and displayed signs of being impaired. At the conclusion of the SFST, the male ran from deputies southbound towards the gated community. A short foot pursuit ensued, and he was taken to the ground. A consent blood draw was taken from the suspect. He was booked at JBDC. Y20 256 0011

0620 hours – **Weapon Arrest** – Coachella deputies conducted a traffic stop on a Silver Infinity G35 leaving the area of a domestic disturbance. The two occupants were contacted and arrested for possession of a loaded firearm. Both were transported and booked into the Indio Jail. Y20 256 0017

September 13, 2020

0048 hours – **Violation of Restraining Order Arrest** – Coachella deputies responded to the 51200 block of Frederick Street. The victim reported her ex-husband repeatedly called her and her son today. She observed the suspect currently driving inside the apartment complex. Deputies responded and arrested the suspect inside his vehicle directly outside the victim's apartment. He was booked into the JBDC. Y20 257 0004

0725 hours – **Attempt Murder/Petty Theft Arrest** – Coachella deputies responded to the TA Travel Center at the 46100 block of Dillon Road for a report of an employee being stabbed multiple times by a theft suspect. The suspect was arrested without incident and admitted to committing several thefts during the morning and then stabbing the victim. The victim was working at the truck wash and was attacked without provocation. The victim was stabbed with a screwdriver in the head, chest, shoulder, back and left arm. The suspect was booked into JBDC. Y20 257 0012

September 14, 2020

0244 hours – **Drug Arrest** – Coachella deputies conducted a pedestrian check at Cesar Chavez and Avenue 50. They contacted a male who was in possession of eight hypodermic needles, two of which were filled with heroin. He was arrested and booked into the JBDC. Y20 258 0006

2300 hours – **Possession of Stolen Property/Warrant Arrest** – Coachella deputies arrested a male for possession of stolen property and a juvenile warrant at the 53300 block of Calle La Paz. He was booked JBDC. Y20 258 0079/80

September 15, 2020

0130 hours – **Felony Warrant Arrest** – Coachella deputies conducted a traffic stop at Harrison Place and Dillon Road. The driver was arrested for a felony weapons warrant, and theft warrant out of Redding. He was also found to be in possession of a meth pipe. He was booked at JBDC. Y20 259 0001/02

0929 hours – **Under the Influence/Violation of Parole Arrest** – Coachella deputies responded to the area of Food 4 Less for a possible mentally disturbed subject. The male was contacted and displayed symptoms of being under the influence of a controlled substance. A drug influence exam was attempted but could not be completed due to his erratic behavior. Parole was contacted and a hold was placed on him. A blood draw was completed at JBDC during the booking process. He was booked into JBDC. Y20 259 0007

September 16, 2020

1111 hours – **Possession of Drugs for Sale/Violation of Probation Arrest** – CCAT deputies conducted a traffic stop at Bagdad Avenue and Calle Avila. The driver was arrested for possession of a controlled substance for sales and violation of probation. He was booked at Indio Jail. Y20 260 0027

September 17, 2020

0951 hours – **Felony Warrant Arrest** – Coachella deputies conducted a pedestrian check on a suspicious male attempting to walk away from him in front of the AM/PM convenience store located at the 52100 block of Cesar Chavez St. A records check revealed the male had two local felony arrest warrants for burglary and violation of probation. The male was taken into custody for the warrants and later booked at the John Benoit Detention Center in Indio. Y20 261 0008

September 18, 2020

0226 hours – **Domestic Violence/Weapons/Drug Arrest** – Coachella deputies were dispatched to the Del Taco on Dillon Road and Vista Del Norte regarding a male pulling a female by the hair in the parking lot. Deputies arrived and located the subjects in the parking lot of the TA Truck stop. A male attempted to walk away while reaching into his waistband. Additional deputies arrived and detained him. A search of the male was conducted and a loaded 9mm Smith & Wesson was found in his fanny pack along with methamphetamine and a meth pipe. He was arrested and booked at JBDC for domestic violence, felon in possession of a loaded firearm, felon in possession of ammunition, possession of a firearm with narcotics, possession of an unregistered firearm, possession of methamphetamine, and possession of drug paraphernalia. Y20 262 0003

1647 hours – **Violation of Probation/Drug Arrest** – CCAT deputies conducted a pedestrian check at Avenue 53 and Calle La Paz. A male was arrested for possession of methamphetamine and violation of probation. He was booked at JBDC. Y20 262 0025

1754 hours – **Warrant/Drug Arrest** – CCAT deputies conducted an occupied vehicle check at Tyler Street and Avenue 48. The occupant was arrested for an outstanding warrant and possession of methamphetamine. He was booked at JBDC. Y20 262 0029

1844 hours – **Possession of Drugs for Sale/Violation of Parole Arrest** – CCAT deputies conducted a pedestrian check at Cesar Chavez and Avenue 50. A male was arrested for possession of methamphetamine and heroin for sales, as well as violation of parole. He was booked at JBDC. Y20 262 0034

1905 hours – **Felony Warrant Arrest** – CCAT deputies conducted a pedestrian check at Cesar Chavez and Avenue 52. A male was arrested for an outstanding felony warrant and booked. Y20 262 0035

September 19, 2020

1546 hours – **Vehicle Theft/Violation of Probation/Warrant Arrest** – Coachella deputies responded to Walmart, located at Avenue 48 and Jackson St. regarding drug use. Dispatch advised three subjects were inside a white Nissan Sentra that was confirmed stolen out of Riverside. Deputies arrived and arrested the driver for vehicle theft, violation of probation, and a felony warrant for vehicle theft. The right front passenger was also arrested for a DUI warrant. Both were booked at JBDC. Y20 263 0023

September 20, 2020

0903 hours – **Drug Arrest** – Coachella deputies conducted a pedestrian check at Avenue 50 and Cesar Chavez St. A male was arrested for possession of two loaded syringes. He was cite-released. Y20 264 0011

September 21, 2020

0001 hours – **DUI Traffic Collision Arrest** – Coachella deputies were dispatched to Vista Del Norte and Dillon Road for a driver who repeatedly rammed a Border Patrol unit after colliding with it. Deputies arrived and detained the suspect driver. Further investigation revealed the male was too intoxicated to realize what he was doing. The Border Patrol vehicle sustained rear bumper damage. The suspect's vehicle, a 2006 Kia Spectra, sustained front bumper damage. The male was booked at the JBDC for DUI. No injuries occurred during this incident. Y20 264 0051

1907 hours – **Resisting Arrest** – CCAT deputies conducted a pedestrian check at Beer Town located at Tijessling and Avenue 52. As deputies were attempting to detain a male for possessing an open container of beer, he resisted. A use of force ensued, and the male was taken into custody and booked after receiving medical clearance. Y20 265 0042

September 22, 2020

1130 hours – **DUI Arrest** – Coachella deputies responded to the 49300 block of Grapefruit Boulevard reference a non-injury traffic collision and a possible intoxicated driver. Deputies arrived and contacted one of the drivers. He was unstable on his feet and was observed holding a beer in his hand. It was determined the driver was operating a motor vehicle under the influence of an alcoholic beverage and placed under arrest for DUI. He provided a breath sample and his BAC was .27%; He was booked at JBDC. Y20 266 0016

1850 hours – **Felony Warrant Arrest** – CCAT deputies conducted a warrant service at the 84600 block of Avenue 52. A male was arrested for an outstanding rape and sodomy warrant. He was booked at JBDC. Y20 266 0035

September 23, 2020

1026 hours – **Vehicle Theft/Pursuit** – Coachella deputies responded to the area of Avenue 66 and Pierce St reference a vehicle theft from the 1400 block of 6th St. Upon arrival, CCAT deputies located the stolen vehicle, 2019 Dodge truck, on Pierce St and Avenue 70. After the vehicle failed to yield to a traffic stop, a vehicle pursuit was initiated. The pursuit terminated several seconds after being initiated and the suspect fled from the vehicle into a mobile home at the 69500 block of Pierce St. A search of the mobile home revealed the suspect hiding inside of the residence. He was arrested and booked into the Indio Jail. Y20 267 0014

2147 hours – **Assault with a Deadly Weapon Arrest** – Coachella deputies were dispatched to the 52300 block of Dos Palmas Avenue regarding a stabbing. The reporting party advised her boyfriend was stabbed by his uncle at the location. She advised she was transporting the victim to

JFK due to him sustaining a non-life-threatening stab wound to his arm. Deputies arrived at the Dos Palmas address and detained the suspect. The suspect was transported and booked at JBDC for assault with a deadly weapon. Y20 267 0043

September 24, 2020

1032 hours – **Felony Warrant Arrest** – Coachella deputies responded to the 49900 block of Avenida De Plata reference a battery. While at the location, a female was contacted and arrested for a felony warrant. She was transported and booked into the Indio Jail. Y20 268 0022

September 25, 2020

0005 hours – **Robbery Investigation** – Coachella deputies responded to Bagdouma Park regarding a robbery. The reporting party advised his girlfriend was just assaulted by a male and her purse was taken. Deputies arrived and learned the victim was sitting in her blue sedan. The suspect opened the door and pulled her out of the vehicle. The suspect kicked the victim in the ribcage area and took her purse. The suspect was last seen running southbound on Duma Street and then eastbound on Damascus Avenue. The investigation is ongoing. Y20 269 0001

2200 hours – **DUI/Weapons/Drug Arrest** – Coachella deputies conducted a traffic stop on Avenue 53 and Calle Empalme. The driver was arrested for DUI marijuana. During a search of the vehicle, a loaded 9mm handgun and a baggy of Xanax pills was located. The passenger and driver were also arrested for numerous weapon charges and possession of Xanax. Both were booked. Y20 269 0056

2200 hours – **Possession of Pepper Spray Arrest** – Coachella deputies responded to the 53100 block of Calle Soledad reference a domestic disturbance. A female was arrested for pepper spraying her stepfather and scratching her mother. She was booked at JBDC. Y20 269 0059

September 26, 2020

2230 hours – **Possession of Drugs for Sale Arrest** – Coachella deputies contacted a male at the 48000 block of Grapefruit Blvd for tampering with a water main pipe. A search of his person yielded eleven baggies of methamphetamine (5.7 grams) and twenty-three Hydrocodone pills. He was arrested for possession of Methamphetamine/Hydrocodone for sales and drug paraphernalia. He was booked at JBDC. Y20 270 0048

September 27, 2020

0652 hours – **DUI Arrest** – Coachella deputies observed a vehicle run a red light at a high rate of speed at the intersection of Van Buren and Avenue 50. A traffic stop was conducted at the 84500 block of Pedro Street. The driver was uncooperative and unable to perform SFSTs. He was arrested and found to be on probation for DUI. He consented to a blood draw after throwing a temper tantrum at the Thermal Station. He was booked into JBDC. Y20 271 0011

1633 hours – **Robbery/Assault with a Deadly Weapon/Child Endangerment Arrest** – Coachella deputies responded to Juan Pollo regarding a robbery with a firearm. The victim stated two suspects robbed him at gunpoint. His wallet and \$600 were taken. The suspects both had 9mm handguns and a white Nissan SUV in which they fled. The Indio Police Department later advised they had two subjects detained after the subjects ran from the stolen Nissan. A tan Glock 17 with magazine and a 30-round magazine were recovered. The victim positively identified both suspects as being involved in the robbery. Arrested were a male adult and a 16-year-old juvenile for the robbery. Both subjects were later booked. Y20 271 0034

September 28, 2020

1356 hours – **Domestic/Sexual Battery Investigation** – Coachella deputies responded to the Thermal Station and contacted the victim who stated her ex-boyfriend, and father of two children, assaulted her in her residence, located at the 51300 block of Tyler Street. The suspected forced the victim into a bathroom and groped her breasts and crotch. The suspect fled the residence when their children walked by, taking both children, who he later returned. The investigation is ongoing. Y20 272 0037

1840 hours – **Felony Warrant/Violation of Probation/Drug Arrest** – CCAT deputies conducted a vehicle check on Vista Del Norte west of Dillon Road. A female was arrested for possession of heroin, methamphetamine and drug paraphernalia. A male was arrested for two felony warrants, possession of methamphetamine and drug paraphernalia. Both were booked. Y20 272 0066

1936 hours – **Felony Warrant Arrest** – CCAT deputies conducted a vehicle stop at Grapefruit Blvd and Park Lane. A male was arrested for a felony parolee at large warrant. He was booked at JBDC. Y20 272 0067

September 29, 2020

0051 hours – **Attempt Murder Investigation** – Coachella deputies responded to the 52200 block of Las Palmas St. regarding multiple gunshots heard in the area and a female with a gunshot wound to the back. When deputies arrived, the female was transported to DRMC via AMR with a gunshot to the back. The residence sustained damage from at least two projectiles that entered the residence and nearly struck a child. During a canvass of the neighborhood, deputies located a vehicle that had been struck multiple times by gunfire and 9mm casings on the roadway. The investigation is ongoing. Y20 273 0025

September 30, 2020

1700 hours – **Search Warrant Service/Spousal Rape Arrest** – In June of 2020, Thermal Station Investigators was assigned a spousal rape case which occurred multiple times since 2016. After extensive follow-up and investigation, and with the assistance of CCAT and SCVCSD deputies, the suspect was located and arrested for multiple charges, including spousal rape, domestic violence, and false imprisonment. During his arrest, he was also found to be a felon in possession of two firearms, and possession of cocaine and heroin for sales. Y20 212 0049

1927 hours – **Drug Sales/Warrant Arrest** – Coachella deputies conducted a traffic stop at Van Buren St and Avenue 51. A female was arrested for possession of methamphetamine (13 grams) and drug paraphernalia. A male was arrested for possession of methamphetamine for sale (29.8 grams) and a trespassing warrant. A third male was arrested for possession of drug paraphernalia. All were booked at JBDC. Y20 274 0045/46/48

2330 hours – **Drug Arrest** – Coachella deputies conducted a traffic stop at Avenue 51 and Avenida Adobe. A male was arrested for possession of cocaine (13 grams). Y20 274 0056

COACHELLA VALLEY NARCOTICS TASK FORCE (CVNTF)

BRIEF TEAM OVERVIEW

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

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

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

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

Summary of Significant Activity for CVNTF:

DATE: Wednesday, July 1, 2020:

CASE # CV201830001

OPERATION: Search Warrant/ Arrests

LOCATION: 72700 block of Willow Street, Palm Desert

SUSPECTS: 30 year old male, 30 year old female & 26 year old male

SEIZURE: 500 M30 pills (Oxycodone/ Fentanyl), packaging and digital scale

CASE AGENT: TFO C. Lopez

DATE: Thursday, July 2, 2020:

CASE # CV201840001

OPERATION: Surveillance/ Traffic Stop/ Arrest

LOCATION: Frederick Street and Avenue 52, Coachella

SUSPECTS: 22 year old male

SEIZURE: 14.6 grams of Cocaine, packaging and digital scale

CASE AGENT: TFO J. Lopez

DATE: Thursday, July 9, 2020:
CASE # CV201910002
OPERATION: Search Warrant/ Arrests
LOCATION: 77800 block of Van Gogh, Palm Desert
SUSPECTS: 31 year old male, 37 year old female & 21 year old male
SEIZURE: .9 grams of methamphetamine, 25 used syringes, digital scale, window punch (burglary tool) and two possible stolen DL's
CASE AGENT: TFO C. Lopez

DATE: Monday, July 13, 2020:
CASE # CV201950001/ 2007P-3203
OPERATION: Traffic Stop/ Arrest/ Roll Back Search Warrant
LOCATION: Indian Canyon and E. Arenas Rd., Palm Springs
SUSPECT: 27 year old male
SEIZURE: 125.9 grams of methamphetamine, digital scale, one handgun, and ammunition.
\$2,000 reference asset forfeiture
CASE AGENT: TFO Torres

DATE: Thursday, July 16, 2020:
CASE # 2007C-4294
OPERATION: Call for Service/ CVNTF Follow Up Investigation
LOCATION: 68300 block of Perez Road, Cathedral City
SUSPECT: Unknown
SEIZURE: 1,997.6 grams (4.4 lbs.) of methamphetamine
CASE AGENT: TFO Phillips

DATE: Friday, July 17, 2020:
CASE # CV201990001
OPERATION: Search Warrant/ Arrests
LOCATION: 160 block of Rigel, Palm Springs (Horizon Village Mobile Home Park)
SUSPECTS: 41 year old male, 57 year old female & 33 year old male
SEIZURE: 20.8 grams of methamphetamine, digital scale and packaging
CASE AGENT: TFO Torres

DATE: Sunday, July 19, 2020:
CASE # CV202010001/ O202010029
OPERATION: Traffic Stop/ Arrest
LOCATION: Robert Road and Ramon Road, Thousand Palms
SUSPECT: 27 year old male
SEIZURE: 80 M30 pills (Oxycodone/ Fentanyl)
CASE AGENT: TFO C. Lopez

DATE: Monday, July 20, 2020:
CASE # CV202020001
OPERATION: Probation Search/ Arrests
LOCATION: 1400 block of E. Tahquitz Canyon, Palm Springs (Extended Stay Hotel)

SUSPECTS: 45 year old female & 24 year old male
SEIZURE: 109.4 grams of methamphetamine, 7.4 grams of heroin, packaging, digital scale and \$1,017 reference asset forfeiture
CASE AGENT: TFO Torres

DATE: Thursday, July 23, 2020:
CASE # CV202050002
OPERATION: Search Warrant/ Arrests
LOCATION: 32200 block of Cathedral Canyon, Cathedral City
SUSPECTS: 22 year old male & 26 year old male
SEIZURE: 19.1 grams of cocaine, 6.3 grams of methamphetamine, digital scale, packaging and \$1,530 in cash reference asset forfeiture
CASE AGENT: TFO Phillips

DATE: Friday, July 24, 2020:
CASE # CV202060003
OPERATION: Search Warrant/ Arrests
LOCATION: 67700 block of 30th Ave., Cathedral City (Cimarron Vacation Villas)
SUSPECTS: 45 year old male & 43 year old male
SEIZURE: 169.3 grams of methamphetamine, 6.6 grams of heroin, digital scale, packaging, one firearm (handgun) and \$4,610 in cash reference asset forfeiture
CASE AGENT: TFO Phillips

DATE: Monday, July 27, 2020:
CASE # CV202090001
OPERATION: Search Warrant/ Arrest
LOCATION: 43400 block of Liberty Street, Indio (Monticello II gated community)
SUSPECT: 51 year old male
SEIZURE: 8.5 grams of methamphetamine, 3.3 lbs. of marijuana, digital scale, packaging, one firearm and \$3202 in cash reference asset forfeiture
CASE AGENT: TFO Angulo

DATE: Thursday, July 30, 2020:
CASE # CV202120001
OPERATION: Search Warrant/ Arrest
LOCATION: 73100 block of Guadalupe Avenue, Palm Desert
SUSPECT: 39 year old male
SEIZURE: 91 grams of cocaine, 36 suspected ecstasy pills, 2,139 grams (4.7 lbs.) of marijuana, packaging, digital scale, bullet proof vest, tactical helmet and \$2,000 in cash reference asset forfeiture
CASE AGENT: TFO C. Lopez

DATE: Thursday, September 3, 2020:
CASE # CV202470002
OPERATION: Search Warrant/ Arrest
LOCATION: 31000 block of Avenida La Paloma, Cathedral City

SUSPECT: 28 year old male
SEIZURE: 102.1 grams of methamphetamine, packaging and digital scale
CASE AGENT: TFO Phillips
DATE: Thursday, September 10, 2020:
CASE # CV202540001
OPERATION: Parole Search/ Arrest
LOCATION: 82100 block of Dr Carreon Blvd, Indio
SUSPECT: 24 year old male
SEIZURE: 1.1 grams of methamphetamine, packaging, digital scale, sales text messages and \$3,442 in cash asset forfeiture.
CASE AGENT: TFO Angulo

DATE: Wednesday, September 16, 2020:
CASE # CV202600001
OPERATION: Rolling surveillance/vehicle stop
LOCATION: Adams Street & Blackhawk Way, La Quinta
SUSPECT: 21 year old female
SEIZURE: 180 Fentanyl pills
CASE AGENT: TFO Angulo

DATE: Thursday, September 17, 2020:
CASE # CV202610001
OPERATION: Surveillance/occupied vehicle check
LOCATION: 77900 block of Calle Montezuma (Tower Market), La Quinta
SUSPECT: 25 year old male
SEIZURE: Felony warrant, 134 Xanax pills, 15 Oxycodone pills, full baggie of shrooms (Psilocybin), and a scale
CASE AGENT: TFO J.Lopez

DATE: Thursday, September 17, 2020:
CASE # CV202610002
OPERATION: Surveillance/vehicle stop
LOCATION: Highland Palms & Crestview, La Quinta
SUSPECT: 26 year old male
SEIZURE: 40 Xanax pills, 1.7 grams of shrooms (Psilocybin), 3 Ecstasy pills, and over 7 pounds of packaged marijuana.
CASE AGENT: TFO Angulo

DATE: Tuesday, September 22, 2020:
CASE # CV20-266-0001
OPERATION: Search warrant service
LOCATION: 11000 block of Palm Drive, Desert Hot Springs
SUSPECT: 59 year old male and 58 year old female
SEIZURE: 78 Xanax pills, 8.8 grams of heroin, digital scale, plastic baggies
CASE AGENT: TFO Phillips

DATE: Tuesday, September 23, 2020:
CASE # CV20-267-0003
OPERATION: Surveillance/Traffic Stop
LOCATION: Cook Street & Gerald Ford, Palm Desert
SUSPECT: 43 year old male
SEIZURE: 16.3 grams methamphetamine, 2.5 grams heroin, .38 revolver handgun, 42 unexpended .38 caliber rounds
CASE AGENT: TFO C.Lopez/TFO Torres

DATE: Tuesday, September 29, 2020:
CASE # CV20-273-0001
OPERATION: Search warrant/possession of narcotics
LOCATION: 1000 block of E. San Jacinto Way, Palm Springs
SUSPECT: 44 year old male
SEIZURE: 13.6 grams methamphetamine, 263 grams DMT, Shrooms, and vials of steroids.
CASE AGENT: TFO C.Lopez/TFO M.Torres

DATE: Tuesday, September 29, 2020:
CASE # CV20-273-0002
OPERATION: Search warrant/possession of narcotics for sale/possession of assault rifle and lower (ghost guns)
LOCATION: 300 block of N. Sunrise Ave, Palm Springs
SUSPECT: 40 year old male
SEIZURE: 558.9 grams of heroin (over one pound), 29 grams of methamphetamine, AR-15 rifle (ghost gun), an AR-15 lower (ghost gun), multiple high capacity magazines, a large amount of ammunition, and over \$42,000 in cash (asset forfeiture)
CASE AGENT: TFO S. Angulo

Coachella Valley Violent Crime Gang Task Force

TEAM OVERVIEW

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

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

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

COACHELLA VALLEY VIOLENT CRIME GANG TASK FORCE STATISTICS

	Current
Felony Arrests:	15
Misdemeanor Arrests:	1
F.I. Gang Cards:	5
F.I. Cards:	0
Gang Intervention Contact:	0
Criminal Cases Filed:	3
Gang Enhancements:	3
Probation Searches:	87
Probation Violations:	4
Parole Searches:	43
Parole Violations:	5
Firearms Recovered:	6
Search Warrants Written:	2
Search Warrants Served:	2
Pedestrian Checks:	10

Narcotics Seized (Grams):	0
Asset Forfeiture:	0
Warrant Arrests (Felony):	2
Warrant Arrests (Misdemeanor):	1
Overtime Hours:	58
Gang Presentations:	1
Training Classes (Presented):	0
Training Hours (Presented):	0
Training Classes (Attended):	1
Training Hours (Attended):	16
Court Testimony:	3
Assist Other Department:	0
Follow up	2
Youth Outreach	0

SUMMARY OF ACTIVITY

Incident: Gang Member Arrested with Loaded Firearm

Case #: GE2021200002

Locations: 47000 block of Arabia Street in Indio

Date/Time: July 30, 2020 at 1400 hours

On Thursday, July 30th, 2020, at 2:00 P.M. the Coachella Valley Violent Crime Gang Task Force conducted an occupied vehicle check in the 47000 block of Arabia Street in the city of Indio. During a search of the vehicle Gang Task Force Officers located a loaded .22 caliber pistol, suspected methamphetamine and drug paraphernalia. Gang Task Force Officers arrested documented criminal street gang member and convicted felon, Daniel Guerrero, 32 of Brawley for Felon in Possession of a Firearm, Felon in Possession of Ammunition, Possession of Methamphetamine, Possession of Narcotics with a Loaded Firearm, and an outstanding Arrest Warrant for Parole Violation. Guerrero was subsequently booked at the John Benoit Detention Center in Indio.

Incident: Armed Robbery Suspect Arrested

Case #: Y201690059

Locations: 49000 block of Corte Molina in Coachella

Date/Time: August 6, 2020 at 0700 hours

On Thursday, August 6th, 2020, at 7:00 A.M. the Coachella Valley Violent Crime Gang Task Force (CVVCGTF) conducted a search warrant service at a residence in the 49000 block of Corte Molino in the city of Coachella. The search warrant stemmed from an investigation into an armed robbery that occurred on July 14th, 2020 in the city of Coachella. During the robbery the suspect brandished a handgun and took money from the victim at gunpoint.

Gang Task Force Officers recovered evidence from the armed robbery and the money taken during the commission of the robbery. Gang Task Force Officers arrested Isaac Ochoa, 18 of Coachella for Armed Robbery. Ochoa was booked at the John Benoit Detention Center in Indio.

Incident: Convicted Felon Arrested w/ Multiple Firearms

Case #: GE202270001

Locations: 50000 block of Paseo Madrid in Coachella

Date/Time: August 14, 2020 at 1540 hours

On Friday, August 14th, 2020, at 3:40 P.M., the Coachella Valley Violent Crime Gang Task Force conducted a probation compliance check at a residence located in the 50000 block of Paseo Madrid in the city of Coachella. Gang Task Force arrested convicted felon Benny Herrera, 24 of Coachella after finding multiple firearms and weapons at his residence. Gang Task Force Officers located an AR-15 Rifle, Tommy Gun Machine Gun, .38 Special Semi-Auto Handgun, two .22 Caliber Rifles, Multiple Rounds of Ammunition, a Switch Blade Knife, and Brass Knuckles. Herrera was charged with being a Felon in Possession of Firearms, Felon in Possession of Ammunition, Possession of a Switch Blade Knife, Possession of Brass Knuckles, and Violation of Probation. Herrera was subsequently booked at the John Benoit Detention Center in Indio.

Incident: Juvenile Arrested with Loaded Firearm

Case #: GE203310001

Locations: 51000 block of Frederick Street in Coachella

Date/Time: August 19, 2020 at 1530 hours

On Wednesday, August 19th, 2020, at 3:30 P.M. the Coachella Valley Violent Crime Gang Task Force (CVVCGTF) conducted a probation compliance check at a residence in the 51000 block of Frederick Street in the city of Coachella. During the compliance check probationer, Anthony Medina Ayon, 17 of Coachella, jumped from a second story window in an attempt to evade capture. He dropped a loaded 9mm Glock handgun when he hit the ground. He was immediately arrested by Gang Task Force Officers and the firearm was recovered. He was charged with Juvenile in Possession of a Loaded Firearm.

Incident: Gang Members Arrested for Multiple Violent Crimes

Case #: GE202410003, I201810003, GE202400001, T202080014, C202270007, LA202350007, Y202380008

Locations: Multiple Locations in Coachella, La Quinta, Palm Desert, Bermuda Dunes and San Jacinto

Date/Time: August 28, 2020 at 1600 hours

On Thursday, August 27th, 2020, the Coachella Valley Violent Crime Gang Task Force concluded a follow-up investigation into a string of violent crimes that occurred between June 29th, 2020 and August 25th, 2020 that occurred within the areas of Coachella, La Quinta, Palm Desert, Bermuda Dunes and San Jacinto. Gang Task Force Officers identified multiple suspects in the crimes, all of whom were found to reside in the Coachella Valley. The crimes are as follows:

Assault with a Deadly Weapon on June 29th, 2020, in San Jacinto during which time a suspect fired multiple shots from a handgun at two adult victims. The victims were not struck by the gunfire.

Assault with a Deadly Weapon / Armed Robbery on July 29th, 2020, in Coachella during which time three suspects robbed a juvenile victim during a narcotics transaction before firing multiple shots from handguns at the victim. The victim was not struck by the gunfire.

Vehicle Theft on July 27th, 2020 in Palm Desert during which time a suspect was identified as being in possession of a stolen vehicle and providing a false identity to officers after being stopped in the stolen vehicle.

Armed Robbery on August 14th, 2020, in Bermuda Dunes during which time an adult victim was robbed at gunpoint by two suspects. The suspects took the victims' cellphone and cash.

Attempted Murder on August 22nd, 2020, in La Quinta during which time two suspects fired multiple shots from handguns at two juvenile victims. The victims were not struck by the gunfire.

Commercial Burglary on August 25th, 2020, in Coachella during which time two suspects used a stolen vehicle to drive through a wall at a marijuana dispensary. They stole approximately \$35,000.00 in merchandise and caused approximately \$30,000.00 in damage to the business during the commercial burglary.

Unlawful Possession of a Concealed Loaded Firearm on August 27th, 2020 in Coachella during which time Gang Task Force Officers conducted a vehicle stop and subsequently found a male juvenile passenger in the vehicle to be in possession of a concealed loaded semi-automatic handgun.

On August 27th, 2020 at 4:00 P.M. Gang Task Force Officers with the assistance of Riverside County Sheriff's Department Special Weapons and Tactics (SWAT) served a search warrant related to the crimes at a residence located in the 83000 block of Avenue 50 in Coachella. During the service of the search warrant Gang Task Force Officers located evidence related to the crimes.

Gang Task Force Officers arrested a 15-year-old male juvenile of Indio, who is a documented criminal street gang member. The juvenile was charged with Attempted Murder, Two counts of Assault with a Deadly Weapon, Armed Robbery, Commercial Burglary, Vehicle Theft, and Unlawful Possession of a Concealed Loaded Firearm.

Gang Task Force Officers also arrested Documented Criminal Street Gang Member Anthony Hernandez, 18 of Indio for Attempted Murder, Assault with a Deadly Weapon, Armed Robbery, and Commercial Burglary.

Gang Task Force Officers also arrested Pete Collins, 20 of Indio for Armed Robbery.

The 15-year-old male juvenile was booked at Juvenile Hall in Indio. Both Hernandez and Collins were booked at John Benoit Detention center in Indio.

Incident: Operation Urgent Fury**Case #: Multiple****Locations: Indio/Coachella/Thermal/Mecca****Date/Time: 09/10/2020 – 1400 hours****Total Team hours: 10**

GTF personnel organized a probation/parole compliance gang sweep in the Eastern Coachella Valley. Multiple agencies assisted with the operation and arrested 16 individuals for multiple charges and recovered 6 firearms

Incident: Robbery Arrest**Case #: O202540005/GE20 255 0003****Locations: 72865 La Canada Way, Thousand Palms; 48519 Charlton Peak, Coachella.****Date/Time: 09/11/2020 – 1000 hours****Total Team hours: 6**

GTF personnel received case information of a strong-arm robbery that occurred at the Circle K at 73010 Ramon Rd, Thousand Palms. Follow up investigation revealed that Nicholas Diaz approached the victim, Alfredo Leon who was pumping gas at his vehicle. Diaz punched Leon and grabbed Leon's gold necklace. A search warrant was authored and served at 72865 La Canada Way, and 48519 Charlton Peak. Diaz was located at the Charlton Peak address and arrested without incident. Case #O202540005. During the execution of the warrant at 72865 La Canada Way, Francisco Leyva was seen running from the garage. Leyva was arrested in the adjacent yard without incident. A search of the garage where Leyva was seen exiting revealed a colt 1911 45ACP cal. semi-automatic pistol, and a small amount of methamphetamine.

Post Release Accountability and Compliance Team

BRIEF TEAM OVERVIEW

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

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



Personnel:

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

	July 2020	YTD
<u>PRCS Search</u>	24	116
<u>1170 Mandatory Sup</u>	9	41
<u>Formal Search</u>	13	87
<u>Summary Search</u>	1	3
<u>Juvenile Search</u>	6	14

<u>All other prob. total</u>	20	104
<u>Total Probation Searches</u>	53	261
<u>Parole Search</u>	2	32
<u>Search Warrant</u>	3	21
<u>PRCS Warrant Arrest</u>	0	14
<u>Non-PRCS Warrant</u>	6	35
<u>Felony Arrests</u>	12	95
<u>Misdemeanor Arrests</u>	6	37
<u>Firearms seized</u>	1	13
<u>GTA Recoveries</u>	0	1
<u>Radio Calls</u>	0	1
<u>On-Sights</u>	2	32
<u>Assist investigations</u>	4	34
<u>Assist Patrol</u>	4	41
<u>Total Assists</u>	8	66
<u>AWS Non-Probation</u>	0	2
<u>Surveillance</u>	2	9
<u>Bad address</u>	6	19
<u>AOD (not listed above)</u>	1	7
<u>PRCS Arrests</u>	3	35
<u>Man. Sup. Arrests</u>	1	4
<u>Arrests Other Probation</u>	3	19
<u>Parole Violations</u>	3	19
<u>Other Arrests not on Probation</u>	8	53
<u>Total Searches</u>	55	302
<u>Total Arrests</u>	18	132
<u>Total Probation violations</u>	6	46

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

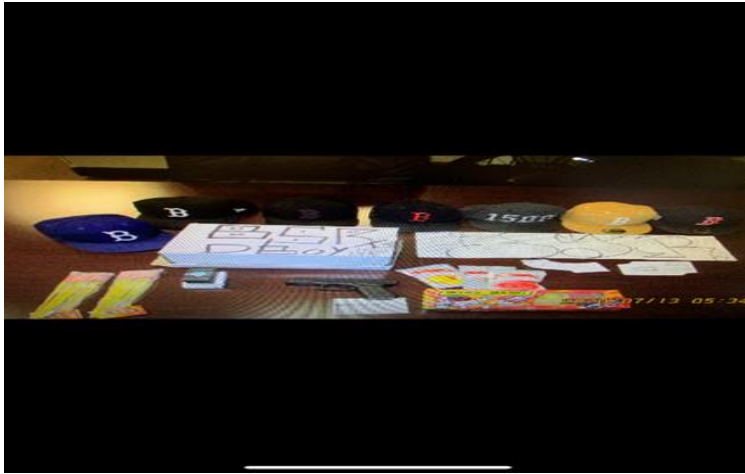
Palm Springs	18 Searches/Compliance checks; 5 arrests
Cathedral City	10 Searches/Compliance checks; 3 arrests
Indio	18 Searches/Compliance checks; 4 arrests
Coachella	7 Searches/Compliance checks; 3 arrests
Desert Hot Springs	2 Searches/Compliance checks; 1 arrest
Palm Desert	0 Searches/Compliance checks; 2 arrests

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

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

Significant Events:

Palm Springs 2007C-3559 On 07/13/20 at approximately 0500 hours, East P.A.C.T. conducted a search warrant at the 1500 block E. San Rafael in the City of Palm Springs. During the search warrant, Barrio San Rafael (BSR) gang members, a 15 year old male and a 17 year old male were arrested on misdemeanor charges. Several items were seized to further prove their involvement in the gang including, B (Boston Red Socks used by Barrio San Rafael) hats, 1500 (1500 San Rafael-BSR turf) hats, graffiti art, replica firearms, marijuana and fireworks. East P.A.C.T. continued their efforts to target juvenile GWPC and BSR probationers in the northern areas of the city.



Cathedral City 2007C-5615 On July 21, 2020, East P.A.C.T. conducted a probation compliance check at Adalberto “Dopey” Raygoza’s residence. During a search of his residence, two glass meth pipes were located inside of his bedroom. Further, a 9mm bullet was located inside of his garage. He was arrested for 3455 PC, 30305(a)(1) PC, and 11364 H&S. Within the last few years, Raygoza has been arrested by East P.A.C.T. 9 times and 17 total times throughout the Coachella valley by different agencies.



Indio 2007C-5936 On July 22, 2020, East P.A.C.T. conducted a probation compliance check at Stephanie Cerda’s residence. During the search, Cerda had narcotics in her purse and in a brief

case in the closet. Cerda was arrested for being in possession of heroin, methamphetamine, a taser, and drug paraphernalia.



Indio/La Quinta/Bermuda Dunes/Cathedral City/Palm Desert 2007C-7830 On Wednesday, July 29, 2020, P.A.C.T. members were conducting probation compliance checks in the City of Indio. While driving to one of the targets, members saw a hand to hand drug transaction. Raymond Vargas and a 16 year old male were arrested on several felony charges. One handgun was recovered along with marijuana for sales, and U.S. currency.







	August 2020	YTD
<u>PRCS Search</u>	25	141
<u>1170 Mandatory Sup</u>	3	44
<u>Formal Search</u>	14	101
<u>Summary Search</u>	2	5
<u>Juvenile Search</u>	8	22
<u>All other prob. total</u>	24	128
<u>Total Probation Searches</u>	52	313
<u>Parole Search</u>	12	44
<u>Search Warrant</u>	6	27
<u>PRCS Warrant Arrest</u>	2	16
<u>Non-PRCS Warrant</u>	7	42
<u>Felony Arrests</u>	25	120
<u>Misdemeanor Arrests</u>	2	39
<u>Firearms seized</u>	7	20
<u>GTA Recoveries</u>	1	2
<u>Radio Calls</u>	2	3
<u>On-Sights</u>	3	35
<u>Assist investigations</u>	9	43
<u>Assist Patrol</u>	4	45

<u>Total Assists</u>	13	88
<u>AWS Non-Probation</u>	0	2
<u>Surveillance</u>	2	11
<u>Bad address</u>	2	21
<u>AOD (not listed above)</u>	6	13
<u>PRCS Arrests</u>	7	42
<u>Man. Sup. Arrests</u>	0	4
<u>Arrests Other Probation</u>	2	21
<u>Parole Violations</u>	9	28
<u>Other Arrests not on Probation</u>	9	62
<u>Total Searches</u>	64	366
<u>Total Arrests</u>	27	159
<u>Total Probation violations</u>	7	53

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

Palm Springs	12 Searches/Compliance checks; 7 arrests
Cathedral City	22 Searches/Compliance checks; 5 arrests
Indio	11 Searches/Compliance checks; 4 arrests
Desert Hot Springs	11 Searches/Compliance checks; 5 arrests
Palm Desert	1 Searches/Compliance checks; 1 arrest
South Desert Hot Springs	1 Searches/Compliance checks; 1 arrest
Bermuda Dunes	4 Searches/Compliance checks; 4 arrests
Rancho Mirage	2 Searches/Compliance checks; 1 arrest

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

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

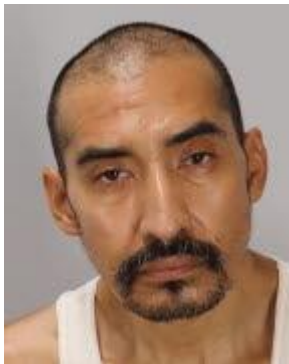
Significant Events:

2008P-1907 Palm Springs-On 08/08/20 East P.A.C.T. assisted PSPD Detectives and the Gang Impact Team (GIT) with probation/gang enforcement in the north beat of Palm Springs. The event was after 2 homicides had taken place in this area due to an ongoing gang war between the Gateway Posse Crips and Barrio San Rafael (BSR). During this enforcement P.A.C.T. located a wanted probationer, a juvenile. He was wanted for shooting at an inhabited dwelling. P.A.C.T. conducted a traffic stop/probation check on his vehicle. He fled the vehicle and was apprehended by officers as he fled. Lee was charged with numerous felonies. He is a documented GWPC gang member.



2007P-5171 Palm Springs-On 08/11/20 East P.A.C.T. was made aware a wanted juvenile probationer was inside of the Palm Springs Probation Office. He was wanted by PSPD in connection to the same shooting at an inhabited dwelling case as the previous entry. P.A.C.T. communicated with PSPD detectives and took the male into custody in the lobby.

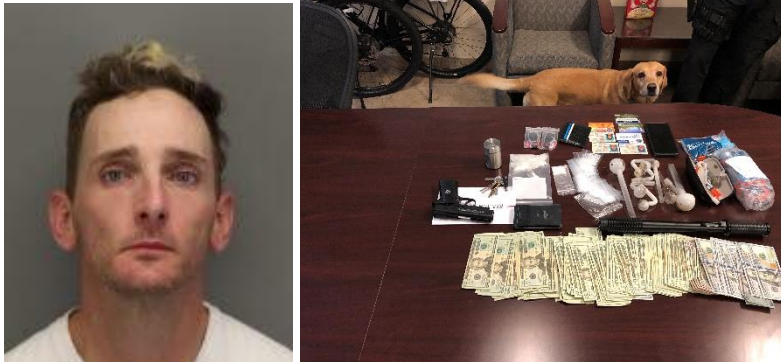
2004I-1282 Indio-On August 11, 2020, East P.A.C.T. assisted IPD SCU with the executing of two search warrants reference an assault with a deadly weapon that occurred several months prior. Ralph Ramos was arrested after the execution of the search warrant for felon in possession of ammunition and assault with a deadly weapon. Ramos is a life-long Barrio Penn West Gang member (VPW).



2008I-1605 Indio-On August 13, 2020 East P.A.C.T. members assisted IPD (SCU) with a search warrant regarding a shooting suspect. The suspect later identified as: Manuel "Sicko" Rodriguez. During the search warrant, Rodriguez was taken into custody.



2008C-6443 Palm Springs-On 08/24/20 East P.A.C.T. assisted PSPD patrol with surveillance of a stolen vehicle at a motel. During the surveillance, Ian Robert Trepante Perkins entered the vehicle and was taken into custody by P.A.C.T. Jason Percy was contacted near the stolen vehicle after he appeared to be driving away when he saw P.A.C.T. members approach the stolen vehicle. A records check indicated he was a fugitive from Tennessee. He was wanted for assault on an officer with full extradition. He also had 46 grams of meth and over \$5,000.00 in cash in his pockets. Along with this fugitive warrant he was taken into custody for possession and transportation for sales of controlled substances.



2008P-6432 Palm Springs-On 08/26/20 East P.A.C.T. conducted a probation check of a BSR gang member, a 15 year old male, in connection to a 4th homicide in the Gateway area, which occurred the night prior. The male had already been arrested for two armed robberies with firearms, terrorist threats, which involved a firearm, felon in possession of ammo, and other crimes. During the probation search, P.A.C.T. located several items of evidence which gave PSPD Detectives probable cause to arrest him for murder. He was booked into juvenile hall for the murder charge.

2008D-7074 Desert Hot Springs On August 26, 2020 East P.A.C.T. members assisted Desert Hot Springs PD Detectives with sexual abuse of children by the father, Juan Zuniga-Ramirez. Two of four daughters disclosed sexual abuse by their father. Juan was arrested and booked into county jail on various sexual abuse charges.



2008D-7450 Desert Hot Springs On August 27, 2020, While in Desert Hot Springs, East P.A.C.T. member assisted patrol officers after a vehicle pursuit, where the subjects fled the area on foot into a hotel. While the subjects were fleeing from the vehicle, they dropped two firearms. The firearms

were recovered. The suspect was caught on video and identified by East P.A.C.T. members as a 17 year old male.



2008D-8343 Desert Hot Springs On August 31, 2020 East P.A.C.T. members assisted Desert Hot Springs PD detectives and GIT with execution of search warrants at three locations regarding a robbery that occurred the night before. One of the suspects identified in the investigation was a 15 year old male, who is currently on juvenile probation and is a member of the West Drive Locos criminal street gang. While executing the search warrants, officers located 4 guns and various ammunition. There is a currently a robbery warrant for the male’s arrest, but he was not located.



	September 2020	YTD
<u>PRCS Search</u>	34	175
<u>1170 Mandatory Sup</u>	12	56
<u>Formal Search</u>	42	143
<u>Summary Search</u>	3	8
<u>Juvenile Search</u>	7	29
<u>All other prob. total</u>	52	180
<u>Total Probation Searches</u>	98	411
<u>Parole Search</u>	39	83
<u>Search Warrant</u>	0	27
<u>PRCS Warrant Arrest</u>	7	23

<u>Non-PRCS Warrant</u>	8	50
<u>Felony Arrests</u>	27	147
<u>Misdemeanor Arrests</u>	3	42
<u>Firearms seized</u>	7	27
<u>GTA Recoveries</u>	1	3
<u>Radio Calls</u>	2	5
<u>On-Sights</u>	4	39
<u>Assist investigations</u>	6	49
<u>Assist Patrol</u>	5	50
<u>Total Assists</u>	11	99
<u>AWS Non-Probation</u>	0	2
<u>Surveillance</u>	0	11
<u>Bad address</u>	0	21
<u>AOD (not listed above)</u>	4	17
<u>PRCS Arrests</u>	7	49
<u>Man. Sup. Arrests</u>	1	5
<u>Arrests Other Probation</u>	5	26
<u>Parole Violations</u>	10	38
<u>Other Arrests not on Probation</u>	7	69
<u>Total Searches</u>	137	503
<u>Total Arrests</u>	30	189
<u>Total Probation violations</u>	12	65

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

Palm Springs	5 Searches/Compliance checks; 3 arrests
Cathedral City	6 Searches/Compliance checks; 3 arrests
Indio	16 Searches/Compliance checks; 2 arrests
Desert Hot Springs	13 Searches/Compliance checks; 5 arrests
La Quinta	1 Searches/Compliance checks; 1 arrest
Hemet	5 Searches/Compliance checks; 1 arrest
Coachella	46 Searches/Compliance checks; 7 arrests

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

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

Significant Events:

On 09/10/20, East-PACT (Post-release Accountability and Compliance Team) worked with CVVCGTF to plan and execute Operation Urgent Fury to combat gang related violent crime in the eastern Coachella Valley. The operation consisted of 130 probation and parole compliance

checks coupled with saturation patrols in the eastern Coachella Valley. A total of 145 law enforcement officers from multiple law enforcement entities assisted during the operation including Riverside County Gang Task Force Regions 2, 3, 6, and 7, East P.A.C.T., Riverside County Sheriff's Department SWAT, California Highway Patrol K-9 Team, California Highway Patrol Aviation, Indio Police Department Street Crimes and Major Crimes Units, Central P.A.C.T., La Quinta Special Enforcement Team, La Quinta Traffic Team, Lake Elsinore Station, Thermal Station Investigations, Coachella Community Action Team, Southern Coachella Valley Community Services District Team, Palm Desert Station Investigations, Palm Desert Special Enforcement Team, Palm Desert Station Burglary Suppression Unit, Coachella Valley Narcotics Task Force, Riverside Auto-Theft Interdiction Detail, Riverside County Sheriff's Department S.T.R.E.E.T., and Riverside County Sheriff's Emergency Response Team.

During the operation 16 subjects were arrested for various offenses and 6 illegally possessed handguns were seized.



2009C-4106/2009P-3585 Cathedral City/Palm Springs/DHS Active Barrio Dream Homes (BDH) gang member-On 09/15/2020, East P.A.C.T. was made aware Jose Gomez was wanted for an attempted murder in Palm Springs. The attempted murder took place at the Spa Casino in Palm Springs. East P.A.C.T. was familiar with Gomez and located him in the City of Coachella. Gomez was arrested for felon in possession of ammunition and was released to PSPD detectives for further follow up. He was later charged with attempt murder for the above-mentioned case.



On 09/30/2020, East P.A.C.T. conducted a “Western Coachella Valley Gang Sweep” in the Cities of Palm Springs, Desert Hot Springs and Cathedral City, in an effort to curb the recent gang violence. The operation was held at PSPD and Detective Olson was the overall case agent over the operation. In total, 10 felony arrests were made, as well as the seizure of ammunition and the recovery of a stolen motorcycle.



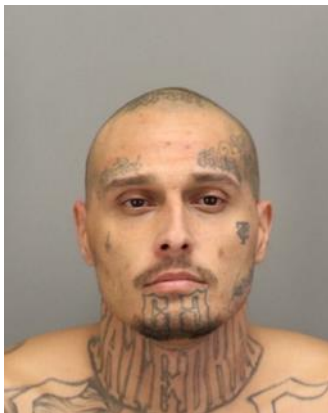
Rashaan Alexander, Active Gateway Posse Crip (GWPC) gang member-500 block of W Sunview Avenue, Palm Springs. (Multiple handgun magazines and 9mm ammunition seized from residence)



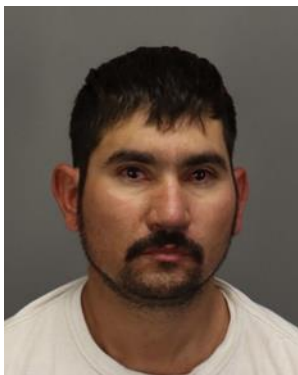
Calvin Bradley, Active Gateway Posse Crip (GWPC) gang member- Stolen motorcycle in driveway. Bradley is currently in custody on a parole hold.



Daniel Devall, Active White Aryan Resistance (WAR) - Ammunition located in residence. He is currently in custody for a PRCS violation.



Adalberto Raygoza, Active Barrio Cathedral City Gang Member-Upon arrival, Raygoza fled from the home. After about an hour of searching for him, he was located in another yard in. East P.A.C.T. had arrested him for a probation violation and felon in possession of ammunition.



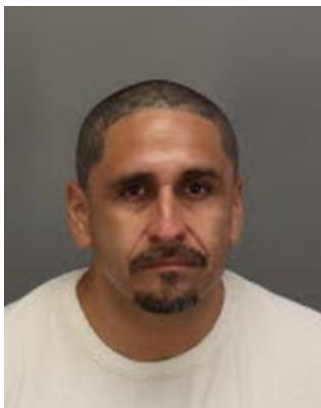
Antonio Soto, Arrested for a felony warrant in Desert Hot Springs.



David Casteneda, Active Barrio Cathedral City Gang Member- Arrested for a felony warrant in Desert Hot Springs.



Jose Reyes, Cathedral City Barrio Dream Homes Gang associate-Arrested for felony warrant in Cathedral City. Reyes has Barrio Dream Homes contacts. His warrant was for assault with a deadly weapon which he committed with a known Barrio Dream Homes Gang Member.



Michael Granados, Active VCR 52nd Street Gang Member. Arrested for felony warrant in Desert Hot Springs.



Pablo Ruiz, Barrio Cathedral City and Barrio Dreams Homes gang associate. He has family members who claim both gangs. Arrested for felony warrant in Cathedral City.



Public Works Department
2020 Third Quarter Report

TO: Honorable Mayor and Council
 FROM: Maritza Martinez, Public Works Director
 DATE: October 8, 2020
 SUBJECT: Quarterly Report

Departmental Mission:

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

Executive Summary:

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

	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<u>Streets Division</u>				
Illegal Dumping				15 removals 45 tires removed 4 homeless camps removed
Weed/brush Abatement				21 jobs
Annual Disaster Council and Quarterly OAPC Meetings				35 meetings
Potholes/Street Repairs				5100 Potholes
Sidewalk Repairs				3

Street Sign Main.		Replaced 89; Repaired 30		
Street Light Repair		158 repaired		
Street Striping		47 Street Legends		
Storm Drain Main		2 storm drains		
Traffic Control		22 assignments		
	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<u>Parks/LLMD</u>				
Citations Issued		0		
Facility Use Permits		0 permits		
Overseeding /Fertilization	40 acres			
Park Lighting		16 Fixture Repairs		
Sprinkler/Irrigation Repairs		40 Heads; 12 valves; 6 Main Lines; 35 drip line;		
Tree/Plant Replacement		48 plants		
<u>Building Maintenance</u>				
HVAC Systems Serviced / Repaired		16 repairs		
Building Repairs		36		
Floor Maintenance		35,500 sq ft		



STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Platform Subscription Agreement (Permit Tracking Web-Based Software Services) with CityGrows in the amount of \$52,600 to be paid using LEAP Grant Funds (\$25,000.00) and SB-2 Grant Funds (\$27,600.00).

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached Platform Subscription Agreement with CityGrows in the amount of \$52,600.00 for a term of five years.

BACKGROUND:

In 2019, city staff hired a local consultant (Holistic System Integration Solutions) to conduct a feasibility study of revamping the City's current community development module (Eden software) for plan check/permitting processing and accounting. The study was to include options for land-management integration (using GIS mapping) and electronic plan check/routing capabilities, in addition to the creation of digital projects and data dumping for improved records management.

As part of the feasibility study, the consultant organized several vendor demonstrations and staff had the opportunity to ask questions of the vendors. The study found that commercial software / hardware vendors could cater a land-based permit tracking system specifically for the City of Coachella, but at a very high cost (i.e., \$350,000 - \$750,000.00). The Tyler Technologies vendor (who owns Eden) provided the least expensive option and staff was preparing to issue an RFP (Requests for Proposals) from these vendors in order to move forward to the next steps.

DISCUSSION/ANALYSIS:

Subsequent to the completion of the feasibility study described above, staff was approached by Riverside County staff who recommended a new vendor (CityGrows) that uses a Web-based subscription service that can host the City's community-development services in an on-line platform. The standard agreement to customize and host the services come at a nominal cost, compared to the "full service" data integration software companies that staff previously interviewed.

Attached to this staff report is a standard Platform Subscription Services Agreement that the vendor uses for their services. The monthly cost for the subscription is \$460 monthly, or \$5,600 if paid in advance annually. City staff would like to purchase five years in advance or \$27,600 for the Initial Term.

Payment retained by the vendor includes a 4.9% of the transaction amount plus \$0.30 for each transaction processed through the on-line payment functionality. Alternatively, an applicant can pay in cash, or by check at City Offices to avoid these charges. The Agreement further includes two data management tasks to upload historical data for the last 10 years (\$15,000 task) and to digitize and configure up to 10 City Application Forms on the web-based service (\$10,000 task).

With respect to the transaction fees for on-line payments, the City will have the option to “waive” the fee for small amount permits such as yard sale permits, special event permits, concrete paving in the front yard permits, fencing permits, re-roof permits, air conditioning replacement permits, and patio cover permits. This is a policy question, but staff would recommend that the City Council authorize staff to waive the transaction fee for any permit under \$500, to ensure that these owner-builder permits. As always, the applicants will have the option to pay in cash or by check and avoid these transaction fees.

The CityGrows Platform uses the 3rd party agreement for the “Stripe” services which allows credit card payments to be processed on-line. Attached to this staff report is the negotiated CityGrows Agreement with the compensation outlined in Exhibit A and the Stripe Services Agreement in Exhibit B.

Grant Funding:

The Agreement with CityGrows qualifies for grant funding under California HCD’s Local Early Action Planning (LEAP) Grant, and SB-2 Grand programs. Staff currently has \$100,640 allocated for “Permit Tracking System” under the SB-2 Grant program and \$25,000 under the LEAP grant program. The proposed agreement with CityGrows has a contract amount of \$52,600 and represents a grant cost savings of \$73,040 (\$125,640 - \$52,600) which can be re-allocated to other housing related tasks and programs.

The following charts shows the currently-allocated grant amounts for Permit Tracking System and other housing-related tasks under SB2 and LEAP Grants.

SB2 Grant

	<i>Allocated Amounts</i>
ADU Outreach/Research Design	\$12,000
Final ADU Building Plans + Plan Renewal Fees	\$13,000
Permit Tracking System	\$100,640 (\$73,040 “savings” to be re-allocated)
GRANT TOTAL (Allowable)	\$160,000 (\$34,360 coming from SB2 re-programming)

LEAP Grant

Housing-Related Tasks	<i>Allocated Amounts</i>
Process 4 Re-Zonings + 2 CEQA Neg. Decs.	\$53,310
Prepare + Adopt Housing Elements	\$96,050
Permit Tracking System	\$25,000
Develop Pre-Approved ADU/JADU Architectural Drawings	\$10,000
GRANT TOTAL (Allowable)	\$150,000 (\$34,360 overage to be allocated out of SB2)

Staff is in the process of re-programming and re-allocating the grant funds for each of the above grants to balance the two total amounts of \$160,000 and \$150,000. Currently staff has exceeded the LEAP maximum grant amount by \$34,360. However we have a significant cost savings in SB2 where the funds will be re-programmed.

ALTERNATIVES:

1. Authorize the City Manager to execute the attached Platform Subscription Agreement with CityGrows, Inc. and allocate grant funding for the project.
2. Authorize the City Manager to execute the attached Platform Subscription Agreement with CityGrows, Inc. with modified terms, and allocate grant funding for the project.
3. Continue this item and provide staff direction.

FISCAL IMPACT:

The terms of the CityGrows Agreement would require the City to pay up to 25% of the contract cost, or \$13,150 out of General Fund accounts, which are budgeted for in the current operating budget for the Community Development Department. The remaining 75% of the contract work must qualify for grant funding. Staff anticipates no fiscal impact in that the project will qualify for full funding through the LEAP Grant Program and SB-2 Grant funding that the City has been awarded. City Council appropriates the amount of the grant-funded portion of the agreement in the general fund (101) and grants fund (152) and approves a corresponding transfer from the City’s grants fund (152) to the general fund (101).

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 or #2 as noted above.

Attachment: Platform Subscription Agreement with CityGrows, Inc.

**CITY OF COACHELLA - CITYGROWS
PLATFORM SUBSCRIPTION AGREEMENT**

This CityGrows Platform Agreement (including Exhibits attached hereto and referenced herein, this “Agreement”) is entered into by and between CityGrows Inc., a Delaware corporation with mailing address at 1654 Micheltorena Street, Los Angeles, California 90026 (“Company”) and City of Coachella, (“Customer”), a California municipal corporation with administrative offices located at 53-990 Enterprise Way, Coachella, California 92236, and is effective as of November 12, 2020 (the “Effective Date”).

RECITALS

WHEREAS, Company has developed and makes available access to a proprietary, hosted workflow automation platform currently called “CityGrows” that is intended to allow government agencies to create web-based forms for their internal operations and for their constituents to use to transact with such agencies in lieu of using paper forms (the “Platform”); and,

WHEREAS, Customer desires to use the Platform for such purposes, and Company desires to provide Customer with the ability to use the Platform for such purposes on the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. As used herein, the following capitalized terms shall carry the ascribed meanings.

1.1 “Customer Data” means any and all data, information, content and materials uploaded or imported into the Platform by or on behalf of Customer, including without limitation content for display on a Published Workflow.

1.2 “End User” means an individual who interacts with a Published Workflow (other than Personnel acting in their capacity as such), including (by way of example) for purposes of submitting an application, registration, inquiry or other data, information, content or materials to Customer.

1.3 “End User Data” means any and all data, information, content and materials uploaded or imported into the Platform by or on behalf of an End User through use of a Published Workflow. “End User Data” does not include Payment Information.

1.4 “Intellectual Property Rights” means all forms of proprietary rights, titles, interests, and ownership relating to patents, copyrights, trademarks, trade dresses, trade secrets, know-how, mask works, *droit moral* (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefore and rights to apply for any of the foregoing.

1.5 “Payment Information” means a credit card number, debit card number or other payment instrument information that is submitted by an End User to a third party payment processing service provider as part of a transaction facilitated by a Published Workflow through payment processing functionality incorporated therein as contemplated under Section 2.6, and which is not stored by the Platform.

1.6 “Published Workflow” means a Workflow that is launched within the Platform such that it is accessible by individuals other than the Personnel who created it through a compatible web browser.

1.7 “Personnel” means Customer’s individual employees and contractors that use the Platform through login credentials issued by Company.

1.8 “Workflow” means a web-based process built within the Platform under Customer’s account, whether or not completed.

1.9 “Services” means any services relating to the Platform which Company may agree to perform for Customer hereunder, including (by way of example) configuration services, training services, feature development, and assistance in creating Workflows. Services shall only be provided pursuant to a Statement of Work mutually executed by the parties.

1.10 “Statement of Work” or “SOW” means each written agreement for Services to be performed subject to this Agreement in the Company’s standard form which is executed by authorized representatives of each party and references this Agreement. In the event of any conflict between this Agreement and a Statement of Work, then the terms of this Agreement shall control and govern.

2. PLATFORM.

2.1 Provision of Platform. Subject to all terms and conditions of this Agreement, Customer may access and use the Platform during the Term, solely: (i) for purposes of creating and publishing Workflows in furtherance of Customer’s own municipal operations; (ii) in the manner enabled by Company; and (iii) in accordance with all applicable documentation and any reasonable rules or guidelines that Company may provide. Company reserves the right to modify and update the features and functionality of the Platform from time to time in its sole discretion, provided that such features and functionality shall not be materially degraded relative to the Platform features and functionality in place as of the Effective Date (provided that Company may remove any feature or functionality designated as “alpha”, “beta” or with similar pre-release designation). Customer is solely responsible for purchasing and configuring all hardware, software and services that may be necessary or desirable for Customer’s use of the Platform.

2.2 Restrictions. Customer acknowledges that use of the Platform is provided only for Customer’s own use, and agrees not to use the Platform for the benefit of any third party. Customer agrees not to and not to attempt to: (i) copy, distribute, rent, lease, lend, sublicense or transfer the Platform, make the Platform available to any third party or use the Platform on a service bureau or time sharing basis, (ii) decompile, reverse engineer, or disassemble the Platform or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Platform, (iii) create derivative works based on the Platform; (iv) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Platform or during the use and operation thereof; (v) publicly disseminate performance information or analysis (including benchmarks) relating to the Platform; (vi) utilize any software or technology designed to circumvent any license keys or copy protection used in connection with the Platform; or (vii) use the Platform to develop a competitive product offering. Customer may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the Platform, except solely to the extent as may be specifically enabled and authorized by the Company.

2.3 Suspension/Termination. Without limiting any other rights and remedies, upon thirty (30) days prior written notice, Company may suspend, limit or terminate Customer’s access to or use of the Platform and/or terminate this Agreement at any time if: (i) in the sole discretion of Company, such action is necessary to prevent material errors or harm to any system or network, or to limit Company’s liability; or (ii) Customer or any Customer Personnel attempts to access or use the Platform in an unauthorized manner, including without limitation any attempt to gain access to data or information relating to any other customers of the Platform or any use that infringes third party Intellectual Property Rights or violates any applicable law, rule or regulation. If Company terminates this Agreement prior to the end of the Initial

Term or then-current renewal term for a reason listed in subsection (i) of this Section 2.3, Customer shall be entitled to a prorated refund of any pre-paid fees.

2.4 Accounts. Customer is responsible for the activities of any and all persons accessing the Platform using any login credentials issued to Customer. Customer shall use, and shall instruct its Personnel to use, all reasonable means to secure user names and passwords, and shall promptly notify Company if it suspects that any user name and password has been compromised.

2.5 Third Party Services. The Platform may include features or functionality that interoperate with online services operated by third parties (such services, "Third Party Services"), pursuant to agreements between Company and the operators of such Third Party Services (such agreements, "Third Party Agreements" and such operators, "Operators") or through application programming interfaces or other means of interoperability made generally available by the Operators ("Third Party APIs") which Company does not control. With the exception of the Third Party Services described in Section 2.6, Customer acknowledges that interoperability with Third Party Services is provided as a convenience and does not constitute material functionality of the Platform or form any basis for the payment of Fees hereunder. Third Party Agreements and Third Party APIs (and the policies, terms and rules applicable to Third Party APIs) may be modified, suspended or terminated at any time. Company shall have no liability with respect to any such modification, suspension or termination. Without limiting the foregoing, Customer is responsible for ensuring that Customer's use of the Platform in connection with Third Party Services complies with all policies, terms and rules applicable thereto which are included in or linked to within the Platform or that are otherwise provided to Customer.

2.6 Payment Processing. The Parties acknowledge that, as of the Effective Date, the Platform is integrated with the Stripe Connect service operated by Stripe Inc. ("Stripe") for purposes of allowing Workflows to include the ability for End Users to make payments to Customer by credit card or electronic bank payment. Company will provide the necessary integration to allow Customer's End Users the option of payment for transactions to be in cash or by check. The End Users that pay with cash or by check will not be subject to the payment processing fees described in Exhibit A and in this subsection. In order to use the Stripe payment processing services as made available within the Platform, Customer acknowledges that it will be required to electronically accept one or more legal agreements with Stripe or Stripe affiliates, as made available to Customer within the Platform. Customer further acknowledges that information received by Stripe in connection with such payment processing services is governed by Stripe's privacy policies, as currently made available at <https://stripe.com/privacy>. The payment processing services integrated with the Platform are subject to change from time to time. In such event, Customer shall have the option to either terminate this Agreement or to execute a signed amendment to this Agreement: (i) agreeing to different terms and conditions applicable to the third party service, and (ii) providing all information and agreeing to take such other actions as are required by the applicable third party in connection with the payment processing services. In all cases, Customer is liable to pay applicable payment processing Fees as set forth in Exhibit A, which Fees may be increased from time to time by Company upon notice to Customer, but limited to the proportional extent the third party payment processing service provider increases its fees. Company does not have any ability to control the performance of payment processing services by Stripe or any other third party payment processing services provider, and Customer agrees that Company shall have no liability with respect thereto. In addition, Customer acknowledges that Company bears no responsibility with respect to any and all disputes, claims, demands, suits, actions or proceedings that an End User may bring in connection with any charges incurred by such End User in connection with a Published Workflow, except to such extent that the End User's dispute, claim, demand, suit, action, or proceeding arises from Company's sole negligence or willful misconduct.

2.7 Support. Provided that Customer timely pays all Fees due hereunder, Company shall provide during the Term commercially reasonable technical support to Customer regarding the use of the Platform during Company's normal business hours via e-mail sent to support@citygro.ws and any other support channels which Company may make available from time to time. While Company shall use commercially reasonable efforts to ensure the ongoing availability of the Platform, Company makes no representation, warranty or guarantee regarding the continuous availability or performance of the Platform.

3. DATA

3.1 Control. Customer Data and End User Data is stored by or on behalf of Company when it is submitted to the Platform. Customer acknowledges and agrees that Company has no obligation to monitor or edit the Customer Data or End User Data, and that as between the parties Customer is solely responsible therefor, provided that Company shall take all reasonable measures to keep Customer Data and End User Data secure. Upon written notice given to Customer, Company reserves the right to remove any Customer Data or End User Data which Company becomes aware may violate the terms of this Agreement, violate any law, rule or regulation or infringe, misappropriate or violate any third party Intellectual Property Right or privacy right.

3.2 Customer-Owned Data. As between the parties, Customer shall own all right, title and interest in and to Customer Data and End User Data. Customer hereby grants Company a non-exclusive, worldwide license to use, reproduce, modify, create derivative works of, display, perform and transmit the Customer Data and End User in connection with Company's operation of the Platform and as otherwise authorized herein. Company may use and disclose Customer Data and End User Data as follows: (i) Company may internally use Customer Data and End User Data for Company's internal business purposes (such as performing Company's obligations hereunder, operating the Platform, analyzing usage of the Platform and developing and improving Company's products and services); (ii) Company may disclose Customer Data and End User Data to its third party service providers that assist it in operating the Platform as is reasonably necessary for such assistance; (iii) Company may disclose Customer Data and End User Data as may be required by law or legal process; (iv) Company may disclose Customer Data and End User Data where it is aggregated with data unrelated to Customer and where neither Customer nor any End User is identified; and (v) in any manner for which Customer provides its prior written consent. Any use of Customer name in any form of promotional materials will be subject to Customer's prior review and consent. Content. Customer acknowledges that the Platform is not intended for the storage of Sensitive Data, and Customer agrees not to solicit or encourage the submission of Sensitive Data or itself submit Sensitive Data in connection with the Platform. "Sensitive Data" means: (i) Social Security or other tax identification numbers; (ii) account, credit or debit card numbers, with or without any required security code, access code, PIN or password that would permit access to an individual's financial account, and account information, including balances and transaction data; (iii) user names, passwords or other credentials for accessing any End User accounts on any third party systems or platforms; and (iv) any other information with respect to which the unauthorized use or disclosure thereof would be reasonably likely to cause material loss or damage to any third party.

3.3 Usage Data. As between the parties, Company shall own all right, title and interest in and to all data generated by Company in connection with the operation of the Platform and Customer's use thereof ("Usage Data"). Usage Data may include, by way of example and not limitation, when and how often Personnel use the Platform and which Platform features are used the most often.

3.4 Back-Ups. The Platform is not intended to be a data repository or archiving tool, and Company is not obligated to provide access to Customer Data and End User Data following any expiration or

termination of this Agreement. Upon provision of written notice given thirty (30) days in advance, Company reserves the right to delete all Customer Data and End User Data following any such expiration or termination. Customer is responsible for making such back-ups of End User Data as Customer may deem appropriate using any Platform data export functionality which may be made available for such purpose.

3.5 Security. Subject to Section 3.3, Company will implement reasonable administrative, physical and technical safeguards designed to protect the Customer Data and End User Data stored by Company. Company's responsibility for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of Customer Data or End User Data shall be limited to damage or losses caused by the negligence or willful misconduct of Company.

3.6 Privacy. Customer acknowledges that each Published Workflow shall include the Company's then-current privacy policy, which is currently located at <https://community.citygro.ws/info/privacy-policy>.

4. SERVICES.

4.1 SOWs. The parties may agree from time to time that Company shall perform Services for Customer pursuant to an SOW. Each SOW shall identify the following: (i) the nature of the Services; (ii) the deliverables, if any, to be provided by Company to Customer in connection with the Services and the acceptance criteria and process therefor; (iii) a time schedule for estimated performance of Services by Company; and (iv) labor rates and/or amount of payment for Services, including any expenses which are to be reimbursed. Unless otherwise agreed in writing by both parties, the labor rates delineated in each Statement of Work shall apply solely to that Statement of Work. Except to the extent otherwise provided for in an SOW, any deliverables under an SOW that are Platform customizations, features or functionality shall, upon payment therefor by Customer under such SOW, constitute part of the Platform made available to Customer hereunder. Customer's rights with respect to any other deliverables that are provided to Customer shall be as set forth in the applicable SOW. To the extent an SOW does not set forth such rights, Company shall retain ownership of such other deliverable and Customer shall have a limited, non-exclusive, non-transferable license during the Term to use such deliverable for its intended purpose in relation to Customer's use of the Platform.

4.2 Performance of Services. Customer acknowledges that the Services will be performed on the basis of Company using its commercially reasonable efforts and judgment based on the information available to Company. Company will make its best efforts to not materially reduce the level of performance, functionality, security, or availability of the Platform during the applicable term of this Agreement. To the extent Company utilizes subcontractors in the performance of the Services, it shall remain liable for their performance and compliance with Company's obligations hereunder.

4.3 Customer Resources. Customer shall provide, maintain and make available to Company, at Customer's expense and in a timely manner, the following resources, and such other additional resources as are specified in the applicable SOW or as Company may from time to time reasonably request in connection with Company's performance of the Services: (i) qualified Customer personnel or representatives who will be designated by Customer to consult with Company on a regular basis in connection with the Services and provide Company with documentation or other information necessary to perform the Services; and (ii) access to Customer's premises and appropriate systems and/or workspace for Company personnel at Customer's premises as necessary for performance of those portions of the Services to be performed at Customer's premises. To the extent Customer does not provide any such resources in a timely manner, (regardless of whether such failure is by Customer or by any third party vendor, supplier, licensor or contractor of Customer), Company's time for performance of the applicable Services shall be extended by the amount of time corresponding to such delay.

5. ECONOMIC TERMS.

5.1 Fees. Subject to Section 7.2, Customer shall pay Company the Fees as set forth in Exhibit A attached hereto and in each SOW. All Subscription Fees shall be due and payable in advance of the applicable time period. Recurring monthly Subscription Fees shall be charged to Customer's credit card number as provided to Company. If Customer elects to pay Subscription Fees annually, the first Subscription Fee payment is due within thirty (30) days of the Effective Date and subsequent annual Subscription Fees shall be invoiced by Company prior to the renewal date and due within thirty days (30) of the renewal date. Customer acknowledges that, without derogation to any other rights and remedies, Customer's use of the Platform (including the availability of Published Workflows) may be suspended in the event that Company is unable to charge such credit card or Customer's account is otherwise delinquent. Company shall provide Customer written notice and an opportunity to cure Company's inability to charge Customer's credit card or other account delinquency at least ten (10) days prior to suspending Customer's use of the Platform by the terms hereunder. All other Fees are due and payable in arrears except to the extent otherwise set forth in Exhibit A or an SOW. Total monthly subscription costs, and task-related compensation as explained in Exhibit A shall not exceed Fifty Two Thousand and Six Hundred Dollars (\$52,600.00) without written approval of City Manager.

5.2 Payment Terms. Company shall invoice Customer for any Fees (other than monthly recurring fees subject to automatic credit card payment) on a calendar monthly basis, with each invoice provided on or after the end of each month and covering Fees accruing during such month. Customer agrees to pay each invoice within thirty (30) days of the invoice date. All payments will be made in U.S. dollars. Any amounts due to Company under this Agreement not received by the date due will be subject to a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less. Customer shall pay the amounts due without deducting any taxes that may be applicable to such payments. Customer is responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to this Agreement, other than taxes based on Company's gross revenues or net income.

5.3 Condition Precedent. Prior to and as a condition precedent to the effectiveness of this Agreement, Customer staff shall procure grant funding to cover at least 75% of the Company's work and compensation, as qualifying under housing productivity planning work. Company shall conform to any grant funding guidelines, as deemed necessary by the City's Grants Manager.

6. **OWNERSHIP.** As between the parties, Company owns all right, title and interest (including all Intellectual Property Rights) in and to the Platform (including without limitation all underlying source code, algorithms and models) and any software, technology, materials and information owned by Company prior to the Effective Date or created, authored, developed, made, conceived or reduced to practice by Company after the Effective Date. Nothing herein shall be construed to transfer any rights, title or ownership of the Platform or any Company software, technology, materials, information or Intellectual Property Rights to Customer. Customer is not required to provide any ideas, feedback or suggestions regarding any of Company's products or services ("Feedback") to Company. To the extent Customer does provide any Feedback to Company, Customer acknowledges that Company may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback on a perpetual, irrevocable and worldwide basis without payment of any royalties or other compensation to Customer.

7. TERM; TERMINATION

7.1 Term. This Agreement shall be effective as of the Effective Date, and shall continue in full force for and effect until the sixtieth (60th) month anniversary thereof (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for successive periods of twelve (12) months each

unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to the renewal date (such renewal periods and the Initial Term, collectively the “Term”).

7.2 Fee Changes. Company may notify Customer of any Fee increases with notice provided at least ninety (90) days prior to the end of the Initial Term or then-current renewal period, with any such Fee increase effective upon the renewal term.

7.3 Termination.

(a) Either party may terminate this Agreement effective immediately if the other party is in material breach of any obligation, representation or warranty hereunder and fails to cure such material breach (if capable of cure) within thirty (30) days (or ten (10) days in the event of breach of payment obligations) after receiving written notice of the breach from the non-breaching party.

(b) Either party may terminate this Agreement immediately upon written notice at any time if: (i) the other party files a petition for bankruptcy or is adjudicated as bankrupt; (ii) a petition in bankruptcy is filed against the other party and such petition is not removed or resolved within sixty (60) calendar days; (iii) the other party makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to bankruptcy law; (iv) the other party discontinues its business; (v) a receiver is appointed over all or substantially all of the other party’s assets or business; or (vi) the other party is dissolved or liquidated.

7.4 Effect of Termination. All rights and obligations of the parties hereunder shall terminate upon expiration or termination of this Agreement, provided that Sections 1, 2.2 through 2.6, 3.1 through 3.6, 5 (with respect to accrued but unpaid amounts), 6, 7.4, 9, 10, 11, 12.1 and 13 shall survive expiration or termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, in the event Customer terminates this Agreement due to Company’s uncured material breach, Customer shall be entitled to a prorated refund of any pre-paid fees.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation when executed and delivered.

8.2 Company. Company represents and warrants to Customer that: (i) subject to all other terms and conditions set forth herein, the Platform shall perform in material accordance with Company’s specifications applicable thereto; (ii) Company shall perform any Services in a professional and workmanlike manner; and (iii) to the best of Company’s knowledge, information, and belief, provision by Company and use by Customer of the Platform does not infringe upon any intellectual property right of any third party. Company shall use all reasonable efforts to remediate the Platform or re-perform the nonconforming Services (as applicable) within a reasonable time period following Customer’s written notice to Company of the breach (which written notice must be provided within ten (10) days of Customer’s discovery of the Platform’s nonconformance or Company’s performance of the nonconforming Services, as applicable).

8.3 Customer. Customer represents and warrants to Company that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the Platform; and (ii) it shall not use the Platform in a manner or in connection with any activity that would violate any law, rule or regulation or rights of any third party.

9. INDEMNIFICATION.

9.1 By Customer. Customer agrees to, at its own expense, defend and/or settle any claim, action or suit brought by a third party (a “Claim”) against Company arising out of or relating to Customer’s use of

the Platform, including without limitation the storage or processing by the Platform of any Sensitive Data in connection with Customer's use of the Platform, to the extent caused by the Customer's sole gross negligence or willful misconduct, but excluding a Claim described in Section 9.2 below. Customer will pay those amounts finally awarded by a court of competent jurisdiction against the Company Indemnitees, or subject to the terms of Section 9.3, payable pursuant to a settlement agreement with respect to any such Claim.

9.2 General Indemnification. Company agrees to, at its sole cost and expense, defend, indemnify, hold harmless and/or settle any Claim against Customer, Customer affiliates, officers, directors, employees, attorneys and agents: (i) alleging that the Company technology underlying the Platform infringes such third party's Intellectual Property Rights (an "IP Claim"); (ii) arising out of or relating to Company's gross negligence or willful misconduct, including claims for personal injury or property damage; or (iii) arising out of Company's violation of any governmental law or regulation. Company will pay those amounts finally awarded by a court of competent jurisdiction against the Customer Indemnitees, or subject to the terms of Section 9.2, payable pursuant to a settlement agreement with respect to any such Claim. If Company, in its sole discretion, believes an IP Claim or an adverse judgment in connection with an IP Claim is likely, then Company may, at its option, (a) obtain a license from such third party claimant that allows Company to continue the use of the Platform, (b) modify the Platform so as to be non-infringing, or (c) if neither (a) nor (b) is available to Company on commercially reasonable terms, terminate this Agreement upon written notice to Customer provided that Company shall provide Customer a prorated refund of any prepaid fees in the event that Company elects to exercise option (b) or (c) hereunder. Customer will have no obligation or liability relating to any IP Claim that is based on modification or customization of the Platform at the direction of Company or any use of the Platform not in accordance with this Agreement.

9.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Claim for which such party believes it is entitled to be indemnified pursuant to Section 9.1 or Section 9.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 9.3 will not relieve the Indemnitor of its obligations under this Section 9 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor may settle a Claim so long as any settlement (i) does not, without Indemnitee's prior written approval, (x) involve the admission of any wrongdoing by any Indemnitee, (y) restrict any Indemnitee's future actions, or (z) require any Indemnitee to take any action, including the payment of money, and (ii) includes a full release of the Indemnitees

10. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND COMPANY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. COMPANY AND ITS SUPPLIERS, LICENSORS, PARTNERS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE FUNCTIONALITY PROVIDED BY THE PLATFORM WILL BE CORRECT, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. COMPANY DOES NOT WARRANT THE RESULTS OF USE OF THE PLATFORM.

11. CONFIDENTIALITY. Except to the extent required by law, each party shall keep confidential all information and materials provided or made available by the other party that is marked as confidential or proprietary or (for orally disclosed information) is identified as confidential or proprietary at the time of disclosure and confirmed in writing (including e-mail) as such within fifteen (15) days of the disclosure (“Confidential Information”). The features, functionality and content of the Platform, any Platform documentation, and any information regarding planned modifications or updates to the Platform or other Company products and services constitutes Confidential Information of Company. Each party shall keep and instruct its employees and agents to keep Confidential Information confidential by using at least the same care and discretion as used with that party’s own confidential information, but in no case less than a prudent and reasonable standard of care. Except to the extent required by law, neither party shall disclose Confidential Information to any third party except as expressly authorized by the disclosing party. Except to the extent required by law, neither party shall use Confidential Information other than for purposes of performing its obligations hereunder or as expressly authorized by the disclosing party. Information or materials shall not constitute Confidential Information if it is: (i) in the public domain through no fault of the receiving party, (ii) known to the receiving party prior to the time of disclosure by the disclosing party, (iii) lawfully and rightfully disclosed to the receiving party by a third party on a non-confidential basis, (iv) developed by the receiving party without reference to Confidential Information or (v) required to be disclosed by law or legal process, provided that the receiving party promptly provide notice to the disclosing party of such request or requirement so the disclosing party may seek appropriate protective orders. If any party, its employees or agents breaches or threatens to breach the obligations of this Section 11, the affected party may seek injunctive relief from a court of competent jurisdiction, in addition to its other remedies..

12. LIABILITY.

12.1 Limitations and Exclusions. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION 12 WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF THE THEORY OF LIABILITY. THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY UNDER THIS SECTION 12 CONSTITUTE A FUNDAMENTAL BASIS OF THEIR BARGAIN.

12.2 Insurance. During the Term, Company agrees to maintain insurance policies that, at a minimum, meet the following requirements:

(a) Commercial General Liability insurance on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$1,000,000 per occurrence. The general aggregate limit shall be twice the required occurrence limit;

(b) Workers’ Compensation insurance as required by the states in which Company employees reside, with Statutory Limits and Employers’ Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease;

(c) Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, which shall include but not be limited to cybersecurity/breach liability; and

(d) Technology, Cyber, Data Risk, and Media Insurance with limits of not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

(e) All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Customer, its elected or appointed officers, agents, officials, employees and volunteers. Company hereby waives its own right of recovery against Customer, its elected or appointed officers, agents, officials, employees and volunteers. Company's insurance shall provide blanket contractual liability coverage to Customer, and Company's insurance shall be primary; any other insurance maintained by Customer is excess insurance, and not contributing insurance. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A-:VII" rating according to the latest Best Key Rating unless otherwise approved by City's Risk Manager.

13. MISCELLANEOUS

13.1 Relationship of the Parties. The parties are independent contractors with respect to each other. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the parties hereto, or an employee-employer relationship. No party shall have any right to obligate or bind any other party in any manner whatsoever.

13.2 Third Party Beneficiaries. Nothing herein shall give, or is intended to give, any rights of any kind to any third parties.

13.3 Assignment. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing, this Agreement inures to the benefit of and shall be binding on the parties' permitted assignees, transferees and successors.

13.4 Force Majeure. Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, internet or telecommunications failures, shortages of or inability to obtain labor, energy, or supplies, war, terrorism, riot, acts of God or governmental action, acts by hackers or other malicious third parties, pandemics, epidemics, or quarantine restrictions and problems with the Internet generally, and such performance shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing. For purposes of this section, "governmental action" includes ordinances, emergency proclamations and orders, and rules to protect the public health, welfare and safety by public agencies. Customer shall be entitled to a refund of previously paid fees and expenses that are not received due to any failure or delay in performance under this Section 13.4.

13.5 Notices. All notices under the terms of this Agreement shall be given in writing and sent by registered or certified mail, with postage prepaid and return receipt requested, to noticed party's address noted in the preamble of this Agreement. Notices shall be sent to the attention of the "Legal Department" of the noticed party. All notices shall be presumed to have been given three business days following deposit in the mail as set forth in the foregoing.

13.6 Amendments. An amendment of this Agreement shall be binding upon the parties so long as it is in writing, signed and executed by both parties. No regular practice or method of dealing between the parties shall modify, interpret, supplement or alter in any manner the express terms of this Agreement.

13.7 Construction. Section headings are for reference purposes only, and should not be used in the interpretation hereof.

13.8 Severability; Waiver; Counterparts. If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions of this

Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable, and distinct. A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect.

13.9 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to conflicts of laws principles. The parties agree that the state and federal courts in Riverside County, California will have exclusive jurisdiction and venue under this Agreement, and the parties hereby agree to submit to such jurisdiction exclusively.

13.10 Entire Agreement. This Agreement, inclusive of Exhibit A attached hereto, constitutes the complete, final and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between them concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereto by their duly authorized representatives executed this CityGrows Platform Agreement:

Customer (“City of Coachella”)

CITYGROWS INC.

By : _____

By : _____

Print Name : William B. Pattison

Print Name : _____

Title : City Manager

Title : _____

EXHIBIT A

Fees

Subscription Fee: The monthly subscription Fee for Customer's use of the Platform is \$ 460.00/ month, pro-rated for any partial months. Customer may pay in advance for the initial term, in which case the fee for the Initial Term is \$27,600 and (subject to Section 7.2) each renewal period is \$ 5,600.00/ year.

Payment Processing Fee: 4.9% of the transaction amount plus \$0.30 for each transaction processed through the payment processing functionality described in Section 2.6.

Data Management: The Customer's costs for clean-up and uploading of historical permitting data, going back 10 years, shall be \$15,000. Digitizing of Customer's "Application Forms" shall be \$1,000 per form to include configuration, testing, and uploading to the web-based service of ten (10) application forms.

EXHIBIT B

Stripe Connected Account Agreement

Thank you for using [Stripe Connect](#). This agreement governs your use of Stripe Connect, and describes how you and your third-party platform provider(s) may use Stripe Connect to enable you to use Stripe's services, which includes the ability to accept payments for goods or services, or receive charitable donations, as well as other related services. Please review the Stripe Connected Account Agreement, which begins below the Recipient Info section, if you are using Stripe Connect to use Stripe's payment processing services.

Your Connect Platform may also use Stripe Connect to direct Stripe to send funds to you, including through Stripe's Global Payouts service. If you are receiving funds from a Connect Platform, you are not using the Stripe services to accept payment for goods or services from a customer, and the Connected Account Agreement does not apply to you. Please review the Recipient Info section below for more information about receiving funds from a Connect Platform.

Recipient Info

Stripe provides Connect Platforms with the ability to use Stripe Connect to facilitate payments to vendors who have provided goods or services. You are not a Stripe customer, and the Connected Account Agreement does not apply to you, if you are receiving payment from a Connect Platform for providing a good or service. Stripe will facilitate the transfer of funds to you based on instructions given to Stripe by the Connect Platform. You may have a separate agreement with a Connect Platform for the Connect Platform to pay you for goods or services. Please contact the Connect Platform with any questions about the status of any funds the Connect Platform has sent to you.

As part of Stripe Connect, Stripe may separately offer you the ability to access an information portal managed by Stripe in order for you to see the status of payments from a Connect Platform. The portal terms apply to you when you access the portal.

Stripe Connected Account Agreement

This Stripe Connected Account Agreement ("Connected Account Agreement") is an agreement between Stripe and you, being the person or legal entity (including sole proprietors) identified to Stripe as the owner of the Stripe Account that is to be integrated with third-party platform providers that use Stripe Connect ("Connect Platforms"). You expressly agree to the terms and conditions of this Connected Account Agreement, the [Stripe Services Agreement](#), and any updates or modifications to either of those documents made from time to time by Stripe.

We use a number of defined terms in this Connected Account Agreement. The products and services that you receive from a Connect Platform, regardless of whether or not fees are charged, are referred to as "Platform Services". Examples of Platform Services that a Connect Platform may agree to provide are web development or hosting services, customer service, processing of refunds, and the handling of consumer complaints. Your agreement with a Connect Platform for the provision of the Platform Services is "Your Platform Agreement". Actions submitted by you or on your behalf using Stripe Connect are referred to as "Activity", and this includes the communication of information about Transactions (including Charges) and Refunds, adjustments, the handling of Disputes (including chargebacks), as well as other features as described in the [Stripe Connect documentation](#), and "Your Data" refers to data about you, Activity on your Stripe Account, and your Transactions. For other capitalized terms not defined in this Connected Account Agreement (either in-line or by hyperlink), the applicable definitions are set out in the Stripe Services Agreement.

You represent to Stripe that all of the information that you provide to us directly or through a Connect Platform is accurate and complete, and that you are authorized to agree to this Connected Account Agreement.

1. Relationship to Other Agreements

Please read this Connected Account Agreement carefully. To the extent that there is a conflict between the Stripe Services Agreement and this Connected Account Agreement related to your use of Stripe Connect, this Connected Account Agreement will prevail.

2. Stripe Connect — Your Stripe Account

Stripe Connect allows Connect Platforms to help you use the Services, which may include the ability for you to receive payments for goods and services, or to receive charitable or campaign donations. A Connect Platform may help you to create your Stripe Account, or to integrate your existing Stripe Account with the Connect Platform. A Connect Platform may also conduct Activity on your behalf, provided that it does so in accordance with Your Platform Agreement. You should read Your Platform Agreement carefully in order to understand the nature of the Platform Services and the Activity that a Connect Platform may conduct on your behalf. Stripe is not a Connect Platform, and only provides the Services described in this Connected Account Agreement and the Stripe Services Agreement.

3. Your Obligations

You are solely responsible for, and Stripe disclaims all liability for, the provision of any goods or services sold to your customers or users as part of your use of the Services, and any obligations you may owe to your customers or users. While you may agree to share some liability with a Connect Platform, you are always financially liable to Stripe for Disputes (including chargebacks), Refunds, and any fines that arise from your use of the Services. These obligations are described in more detail in [Section C of the Stripe Services Agreement](#).

Depending on the Connect Platform, you may have access to directly manage your Stripe Account through the Stripe dashboard. If such access is made available to you, you are responsible for all actions taken on your Stripe Account through the Stripe dashboard, including the initiation of Refunds or changing of depository bank information.

Depending on your location, a Connect Platform may allow you to receive payment processing proceeds via settlement into a bank account connected to your debit card (“Instant Payout”). Your Connect Platform should let you know if there is a fee associated with your use of Instant Payouts. When Instant Payouts is used, Stripe will attempt to settle payment processing proceeds within minutes of receiving the payout request. Depending on your bank, it may take up to two business days for your payment processing proceeds to settle via Instant Payouts. Stripe and your Connect Platform reserve the right to change or suspend Instant Payouts to you at any time, including (a) due to pending, anticipated, or excessive Disputes, Chargebacks, Refunds, or Reversals; (b) in the event of suspected or actual fraudulent, illegal or other malicious activity; or (c) where we are required by Law or court order.

4. Relationship to Connect Platforms

You understand and agree that Connect Platforms and Stripe may share Your Data in order to facilitate your use of Stripe Connect or the Platform Services. Where Stripe receives Your Data from Connect Platforms, Stripe may use the Data in accordance with the Stripe Services Agreement and the [Stripe Privacy Policy](#).

The pricing for your use of the Services with a Connect Platform will depend on your agreement with the Connect Platform. Stripe does not control and is not responsible for Connect Platform fees charged to

you, which should be made clear to you in Your Platform Agreement. Stripe's [standard fees](#) for the Services are posted on our web site, although Stripe may have agreed fees with a Connect Platform that are different from these amounts. Stripe's fees will either be disclosed to you separately, or will be consolidated with the fees for the Platform Services. Stripe will have the right to deduct from your Stripe Account balance both Stripe's fees for Services and the Platform Services fees specified to us by the Connect Platform. If your Stripe Account balance becomes negative, you authorize Stripe to debit the amount owed from your Payout Account. If you believe that fees have been incorrectly deducted, or that your Connect Platform has not properly disclosed its fees to you, please [contact us](#).

5. Limitations on Stripe's Liability

Stripe is not responsible for the acts or omissions of any Connect Platform in providing services to you or your customers, or for any non-compliance by a Connect Platform with the terms of Your Platform Agreement. Stripe is also not responsible for your obligations to your customers (including to properly describe and deliver the goods or services being sold to your customers). You are solely responsible for, and Stripe expressly disclaims all liability for, your compliance with applicable laws and obligations related to your provision of the goods or services to your customers, or receipt of charitable donations. This may include providing customer service, notification and handling of refunds or consumer complaints, provision of receipts, registering your legal entity, or other actions not related to the Services. You agree to indemnify Stripe for any losses we incur based on your failure to properly describe or deliver goods or services, or comply with your legal or contractual obligations to your customers.

6. Other General Legal Terms

a. Term, Termination, and the Effects of Termination: The term of this Connected Account Agreement will begin when you register your Stripe Account with a Connect Platform and will end when terminated by you or by Stripe, as described in this Connected Account Agreement. You may terminate this Connected Account Agreement at any time by providing notice to Stripe and immediately ceasing your use of Stripe Connect. However, if you commence using Stripe Connect again, you are consenting to this Connected Account Agreement. Stripe may terminate this Connected Account Agreement (a) where you are in breach of this Connected Account Agreement and fail to cure the breach upon 30 days' notice by Stripe (such notice and cure period only being required if curing the breach is feasible); or (b) upon 120 days' notice for any reason. Stripe may also terminate this Connected Account Agreement immediately if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding, or if Stripe determines that you are engaged in activity that fails to comply with applicable law or causes a significant risk of reputational harm to Stripe.

Section 5 and all provisions giving rise to continuing obligations will survive termination of this Connected Account Agreement. As stated above, the Stripe Services Agreement governs your use of Services, so the termination of this Connected Account Agreement will not immediately trigger termination of the Stripe Services Agreement. All obligations in the Stripe Services Agreement will only be terminated in accordance with the terms and conditions of the Stripe Services Agreement. Termination of the Stripe Services Agreement will cause this Connected Account Agreement to automatically terminate.

b. Governing Law, Disputes, and Interpretation: The provisions of the applicable Stripe Services Agreement governing applicable law (jurisdiction), location of suits and disputes (venue), and any method for dispute resolution are incorporated into this Connected Account Agreement by reference. Headings are included for convenience only, and should not be considered in interpreting this Connected Account Agreement. No provision of this Connected Account Agreement will be construed against any party on the basis of that party being the drafter. Unless stated otherwise, the word "including" means "including, without limitation." This Connected Account Agreement does not limit any rights of enforcement that Stripe may have under trade secret, copyright, patent, or other laws. Stripe's delay or failure to assert any right or provision under this Connected Account Agreement does not constitute a

waiver of such right or provision. No waiver of any term of this Connected Account Agreement will be deemed a further or continuing waiver of such term or any other term.

c. **Stripe Services Agreement:** The Stripe Services Agreement version incorporated into this Connected Account Agreement is the version applicable to your Stripe Account jurisdiction. If the name of your jurisdiction does not appear in the title of the page accessible via this [Stripe Services Agreement](#) link, please [contact us](#) and we will provide you with the correct link.

d. **Right to Amend:** Stripe may amend this Connected Account Agreement at any time. You will be provided with notice of amendments through email (which may originate from Stripe or from a Connect Platform), the Stripe dashboard, and/or Stripe's web site. You agree that any changes to this Connected Account Agreement will be binding on you 7 days after the amendment is made by Stripe (or, if a longer period is required by applicable law, such longer period). If you elect to not accept the changes to this Connected Account Agreement, you must (a) provide notice to Stripe and (b) immediately cease using Stripe Connect. Where you do not provide such notice prior to the amendments becoming binding, by continuing to use the Services you agree that you are consenting to any such changes to the Connected Account Agreement.

e. **Assignment:** You may not assign or attempt to assign this Connected Account Agreement without the express consent of Stripe in advance.

f. **Entire Agreement:** This Connected Account Agreement constitutes the entire agreement between you and Stripe with respect to Stripe Connect. This Agreement sets forth your exclusive remedies with respect to Stripe Connect. If any provision or portion of this Connected Account Agreement is held to be invalid or unenforceable under applicable law, then it will be reformed interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

7. Supplemental Terms

If your Stripe Account was created on or after October 20, 2020, these additional terms supplement Section 2 above and apply to your Stripe Account:

Your Connect Platform may restrict your ability to (a) disconnect your Stripe Account from the Connect Platform, or (b) view, access or activate certain Services, provided that in each case it does so in accordance with Your Platform Agreement. Depending on your Connect Platform, you may have access to directly manage your Stripe Account through the Stripe dashboard. If you do not have this access, please contact your Connect Platform if you need support or have any questions relating to the Services, this Connected Account Agreement or the Stripe Services Agreement.

Thank you and welcome to Stripe Connect!



**STAFF REPORT
11/18/2020**

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

STAFF RECOMMENDATION:

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

BACKGROUND:

The City over the past 5 years has seen an increase in Community Events such as Community Cleanup days, El Grito, 4th of July Firework display, Christmas Parade, Run with Los Muertos, Movies at the Park, Suavecito Sundays, Tacos and Tequila and most recently the COVID-19 pandemic. Staff recognizing that the City’s increased use of Lamar Billboard; staff requested another proposal from Lamar to identify any possible savings.

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

Previous Individual Billboard Purchases:

Expenditures for FY2017-18

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

For 20 weeks of advertising

Year-long contract outlook

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

Savings

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

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

FISCAL IMPACT:

City Council appropriates \$14,800 plus a \$125 vinyl printing and installation per campaign (\$15,700) from the City's General Fund. The expenditure will be allocated to the advertised event.

EXHIBIT(S):

- 1) Lamar Advertising Contract



CONTRACT # 3504911

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

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Poster Flex	401 Palm Springs, CA	print and ship 6 posterflex vinyls		11/02/20	1	\$900.00	\$900.00
Total Production/Other Services Costs:							\$900.00

Space										
# of Panels: 2									Billing Cycle: Every 4 weeks	
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
3411 574503	401-PALM SPRINGS, CA	GRAPE FRUIT BL EL 150' S/O AVE 49 NF	Yes	Poster	10' 6" x 22' 9"		11/02/20-07/11/21	9	\$1,200.00	\$10,800.00
3411 574503	401-PALM SPRINGS, CA	GRAPE FRUIT BL EL 150' S/O AVE 49 NF	Yes	Poster	10' 6" x 22' 9"		07/12/21-10/31/21	4	\$1,000.00	\$4,000.00
Total Space Costs:									\$14,800.00	
Total Costs:									\$15,700.00	

Special Considerations:

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

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

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Manager (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

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





CONTRACT # 3504911

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Chuck Baum

GENERAL MANAGER

DATE

STANDARD CONDITIONS

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





STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve professional services agreement between City of Coachella and the Greater Coachella Valley Chamber of Commerce for fiscal year 2020-2021.

STAFF RECOMMENDATION:

Approve professional services agreement between City of Coachella and the Greater Coachella Valley Chamber of Commerce for fiscal year 2020-2021.

EXECUTIVE SUMMARY:

The City of Coachella has partnered with the Greater Coachella Valley Chamber of Commerce (Chamber), as a private business support organization within the City to provide professional services. The City renews the service agreement annually with the Chamber, which commemorates the services the Chamber will provide to the City each fiscal year. These services include supporting the City's economic development efforts by providing: business services, various community and city events, and further development of Coachella's tourism market. The budget and the services identified in the attached professional services agreement total \$34,700 which is \$6,800 less than 2019/2020 as city events have been canceled resulting from COVID-19 restrictions. The services described in the proposed 2020/2021 Agreement include the following services and final costs to the City after any available revenues are deducted per service/event:

- Visitor Center (\$29,500)
 - Staffed Mon-Thu, 8:30 - 4:30; Visitor Center is responsible for marketing the City of Coachella to guests and visitors at the center. Services include local directory, city and relocation information, and general business related guidance.
- State of the City/Business Awards (\$3,200)
 - Chamber will organize and manage: Business Expo; ticket sales/sponsors, and business awards.
- Digital Marketing (\$2,000)
 - Video Footage as needed.

FISCAL IMPACT:

Funding for the recommended action has been appropriated in the approved fiscal year 2020/2021 budget.

Attachment: 2020/2021 Professional Services Agreement

City of Coachella
Professional Services Agreement Fiscal Year 2020-21
With Greater Coachella Valley Chamber of Commerce

Section 1. Parties

This agreement is made and entered into when executed herein by and between the City of Coachella ("City") and the Greater Coachella Valley Chamber of Commerce ("Chamber"). City and Chamber are sometimes individually referred to as "Party" and collectively as "Parties".

Section 2. Purpose

- a. The purpose of this agreement is to enter into a partnership between the City of Coachella and the Greater Coachella Valley Chamber of Commerce for the purpose of undertaking the planning and implementation of economic development, marketing and business development services and providing assistance to retain business and generally strengthen and expand the business climate and economic opportunities in the City of Coachella.
- b. The City will provide such assistance and guidance as may be required to support the objective set forth in this Agreement and will provide the funding and in-kind services for the services and activities set forth in this agreement.
- c. The Chamber will provide professional and qualified staff and volunteers that will work to disseminate appropriate information to existing and prospective businesses and community members and operate within agreed upon hours.

Section 3. Scope of Work

The Chamber shall

- a. Pro-actively market the City of Coachella to potential business and industry which will add to the tax base of the City.
- b. Encourage tourist interest in Coachella and promote tourism through the Visitor Center. The Chamber will provide visitor information services for the benefit of its residents as well as all business, retail, restaurant, hotel and other related establishments.
- c. Establish, coordinate and operate various "Business Services and Events, Tourism and Cultural Activities" including business development, Tourism Events, and Cultural Celebrations as described in Exhibit "A", attached hereto and incorporated herein by this reference.
- d. Provide quarterly reports to the City Council on economic development and Chamber activities within the City. Specifically, these quarterly reports should be coordinated with the agreed consideration noted in Section 5, and submitted to the City Liaison by the end of September, December, March and June.

Section 4. Duration of Contract

The term of this agreement shall commence on July 1, 2020 and expire June 30, 2021.

Section 5. Consideration

As consideration for the services provided in Section 3, the City will compensate the Chamber the sum of \$8,675 on a quarterly basis (disbursed in July, October, January, April), for a total amount of \$34,700.

Section 6. Independent Contractor

The City and Chamber intend that an independent contractor relationship be created by this Agreement. The Chamber and anyone affiliated with the Chamber for the purpose of this agreement is not considered an employee of the City for any purpose, and neither the Chamber nor any of its employees shall be entitled to any of the benefits of the City provides to employees, including health insurance, sick time, annual leave, or workers compensation. The Chamber specifically represents and stipulates that it is engaged in the business of providing the services set forth in this agreement, whether or not for profit, and that the Chamber is fully registered and legally authorized to conduct such business and pays all necessary taxes and assessments levied against such business.

Section 7. Suspension, Termination and Close Out

If the Chamber fails to comply with the terms and conditions of this agreement, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this agreement with a 60-day notice.

Section 8. Changes, Amendments, and Modifications

The City may, from time to time, request changes and modifications to Section 3, Scope of Work, referring to any additional events and services, to be performed hereunder.

Section 9. Assignability

The Chamber shall not assign any interest in this agreement, and shall not transfer any interests in the agreement without prior written consent of the City.

Section 10. Reports and Information

The Chamber shall at such time and in such form as the City may require, furnish the City periodic reports, including an accounting for the expenditures of the City funds, as it may request pertaining to the services rendered pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, or for any other matters covered by this agreement.

Section 11. Compliance and Local Laws

The Chamber shall comply with all applicable laws, ordinances, and codes of the state and local government and the Chamber shall hold and save the City harmless with respect to any damages arising from any tort done in performing and of the work embraced by this agreement.

Section 12. Liability and Indemnification

The Chamber agrees to hold the City harmless and shall indemnify and defend all claims. Demands, or suits of law or equity arising from negligent or intentional wrongful actions or omissions of the Chamber or the Chamber's officials or agents in providing services under this agreement except to the extent arising in whole or in part from the actions of the City or City's officials or agents.

This Agreement contains all terms and conditions agreed to by the City of Coachella and the Greater Coachella Valley Chamber of Commerce.

In Witness Whereof, the City of Coachella and the Greater Coachella Valley Chamber of Commerce have executed this Agreement as of the date and year last written below:

City of Coachella

Greater Coachella Valley Chamber of Commerce

Steven Hernandez
Mayor

Joshua Bonner
President and CEO

Date

Date

Attest: _____ Date: _____
Andrea Carranza, Deputy City Clerk

Approved As To Form

Carlos Campos, City Attorney

Exhibit "A"

Business Services and Events, Tourism and Cultural Services

1. Business Services
 - a. Business Advocate - Generally, promote the economic interests of the City through advocacy and business marketing.
 - b. Visitor Center - Direct, staff and run the City's Visitor Center. Hours of operation are Monday through Thursday, 8:30 AM to 4:30 PM.
 - c. Directory of Business - Make available through digital and/or printed products, as well as direct customer support, a directory of business in Coachella.
 - d. Information Regarding Economic Development - Supply and make on hand information from the City regarding local economic initiatives, programs and support.
 - e. Housing Information - Supply and make on hand information from the City and local property management companies information regarding local housing.
 - f. Business License Information - Supply and make on hand information from the City regarding acquiring business license.
 - g. Public Outreach – Supply and make on hand information from the City regarding General Plan, City Business Initiatives/Programs.
 - h. Digital Campaigns - Support Local Restaurant, Hospitality or Other Relevant Business, to include social media and other digital platforms.
2. Events
 - a. Coachella State of the City and Business Awards Gala – Plan, Market and Execute event on behalf of the City. City will offer input and guidance on event agenda, working in cooperation with the Mayor of Coachella. Chamber will retain operational control, including purchasing decisions, price points and revenues.
3. Cultural Activities (as allowable due to COVID-19 restrictions)
 - a. Support the City's El Grito Festival in partnership with the City and Sponsors – Separate Agreement will be executed to detail roles and responsibilities of each party.
 - b. Promote the City's Movies in the Park Program – Utilize marketing avenues to raise public awareness.
 - c. Promote the City's Day of the Young Child Event – Utilize marketing avenues to raise public awareness.
 - d. Promote the Run with los Muertos Event – Utilize marketing avenues to raise public awareness.
 - e. Work with City to Develop and Propose New Events
4. Tourism
 - a. Support the City's Tourism Outreach for Local Events and Business through Visitor Center and marketing outlets.
 - b. Support City's Mexicali Sister Cities Agreement

**Due to the COVID-19 public health crises, some services may be altered, delayed or not execute. Services not rendered will void any required payment on the part of the City for those services.

EXHIBIT "B"

City of Coachella Contract Service	Annual Labor Hours	Hard Cost	Staff Expense	Total Expenses	Total Revenue Other (profits)	2020-2021 City Funding	Total Revenue Profits & City	Net Revenue
Visitor Center	1664	\$0	\$58,240	\$58,240	\$0	29500	\$29,500	-\$28,740
State of the City/Business Awards Gala	171	\$9,200	\$5,985	\$15,185	\$17,418	3200	\$18,472	\$3,287
Marketing		\$2,000		\$2,000	\$0	2000		
	2623	\$31,807	\$91,805	\$121,612	\$52,868	\$34,700	\$97,313	-\$25,453

Notes:

Standard labor
rates billed at
\$35 an hour.



STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize fee waiver and facility use for the Coachella Library by Coachella Valley Community Tax Services.

STAFF RECOMMENDATION:

Authorize fee waiver and facility use for the Coachella Library by Coachella Valley Community Tax Services.

EXECUTIVE SUMMARY:

The Coachella Valley Community Tax Services (CVCTS), a non-profit organization, has submitted a facility use permit and is requesting all permit fees be waived. CVCTS provides free tax services throughout the Coachella Valley. Individuals must income-qualify to be eligible to use the offered services. The attached facility use permit shows a total of 21 different rental dates needed to provide tax services in 2021, starting in late January – April 2021; use request totals 168 hours of facility use fees totaling \$4,956. CVCTS provided their free services to Coachella residents last tax season (2019 and 2020) and the services were well received and utilized.

FISCAL IMPACT:

Approval of the recommended action would waive \$4,956 in facility use fees for the requested permitted use of the Coachella Library.

Attachment:

Facility Use Permit
Tax Season Schedule



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

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

I. APPLICANT INFORMATION

Date of Application: 10/15/2020

Name of individual or organization: Coachella Valley Community Tax Services

Name of contact person: Sarah Castro Phone # (418) 849-2236

Address of contact person: 41550 Eclectic St. (cell)

City/Zip: Palm Desert, CA 92260

II. DATES & TIMES REQUESTED

Date(s): _____ Day(s): _____

Start Time: _____ End Time: _____

III. FACILITY REQUESTED

Coachella Community Center City Hall Council Chambers

Park/Sports Fields Courtyard (outside) + large Rm in library building

IV. ACTIVITY INFORMATION

- 1) Open to the Public *Yes No
- 2) Admission Charged Yes No \$ _____
- 3) Fund-raising Activity Yes No
- 4) Food & Beverage Yes No (Volunteers)
- 5) Describe Activity/Program and any Special Conditions: only
- 6) Sound System Yes No (Council Chambers only)
- 7) Overhead Projector Yes No (Council Chambers only)
- 8) Tables/Chairs Yes No
- 9) Attendance: Adults Teens Children

*by appointment
Tax preparation, by appointment only Saturdays. "Drop off" by

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

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

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

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

APPLICANT SIGNATURE [Signature] Date 10/23/20

FOR PARKS AND RECREATION DEPARTMENT USE ONLY

Class I II III IV Approval needed from: Planning _____ Police _____ Fire _____ Finance _____ Council _____
Current Certificate of Insurance: Yes _____ No _____ Limit Req'd. _____ Date Rec'd _____

Fees and Deposits					
Facility Fee	\$ _____	Insurance Policy Fee	\$ _____	Deposit \$	_____
Field Lights	\$ _____	Alcohol Insurance Fee	\$ _____	Deposit \$	_____
Field/Court Prep	\$ _____	Alcohol Cleaning Fee	\$ _____	Deposit \$	_____
Bases	\$ _____	Optional Set-up/Cleaning	\$ _____	Deposit \$	_____
Snack Bar	\$ _____	Security Guards	\$ _____	Deposit \$	_____
Sound System	\$ _____	Restrooms Only	\$ _____	Deposit \$	_____

TOTAL DUE: \$ _____

Application approved by _____ Date _____

Date copy sent to Applicant _____

White Copy: File

Yellow Copy: Staff

Pink Copy: Applicant

Goldenrod Copy: Attendant

Coachella Valley Community Tax Services FREE VITA tax prep

By appointment ONLY

SPACE Request

Saturday, January 30th	10am-2pm	
Tuesday, February 2nd	12pm - 4pm	DROP OFF
Saturday, February 6th	10am-2pm	
Tuesday, February 9th	12pm - 4pm	DROP OFF
Saturday, February 13th	10am-2pm	
Tuesday, February 16th	12pm - 4pm	DROP OFF
Saturday, February 20th	10am-2pm	
Tuesday, February 23rd	12pm - 4pm	DROP OFF
Saturday, February 27th	10am-2pm	
Tuesday, March 1st	12pm - 4pm	DROP OFF
Saturday, March 6th	10am-2pm	
Tuesday, March 9th	12pm - 4pm	DROP OFF
Saturday, March 13th	10am-2pm	
Tuesday, March 16th	12pm - 4pm	DROP OFF
Saturday, March 20th	10am-2pm	
Tuesday, March 23rd	12pm - 4pm	DROP OFF
Saturday, March 27th	10am-2pm	
Tuesday, March 31st	12pm - 4pm	DROP OFF
Saturday, April 3rd	10am-2pm	
Tuesday, April 6th	12pm - 4pm	DROP OFF
Saturday, April 10th	10am-2pm	



STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Authorization for use of AHSC and IIG Grant Funds to pay CP Coachella DPSS, LLC for Infrastructure-Related Design and Construction Costs related to development of the Sunline Transit Hub / 5th Street Pedestrian Path Extension Project in the amount of \$83,282.00 benefitting City-owned land located at the southeast corner of 4th Street and Cesar Chavez Street (APN: 778-080-012 and 778-080-013).

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to use IIG Grant Proceeds to pay for Infrastructure-Related Costs incurred by CP Coachella DPSS, LLC in the amount of \$83,282.00 for 6th Street design work, IID Electrical Services Extension work, and Retention Basin Relocation Permitting Fees.

BACKGROUND:

The City recently closed escrow on the purchase of two vacant lots totaling 2.21 acres at the southeast corner of Cesar Chavez Street and 4th Street. These parcels will be developed with a public transit hub building and shade structure, a new public “loop” street (Mario Lazcano Court) and a landscaped pedestrian path connecting 5th Street to the Transit Hub. These improvements are part of the Pueblo Viejo Villas Mixed-Use Development which was the recipient of two State grants including the AHSC (Affordable Housing Sustainable Communities) grant, and the IIG (Infrastructure Improvement Grant).

DISCUSSION/ANALYSIS:

The City of Coachella partnered with Chelsea Investment Group to be co-applicants for the AHSC Grant on two different annual cycles, and there were ongoing negotiations regarding a “fair share” contribution of infrastructure costs among all the interested parties (i.e., the land owner, the City, and the Affordable Housing Developer). During the past two years, City staff has been working closely with Mr. John Buckel, representing CP Coachella DPSS, LLC who is the owner / seller of the subject vacant land where the Pueblo Viejo Villas Mixed-Use Building, and the Sunline Transit Hub projects will be constructed. Mr. Buckel was developing the County DPSS Facility during that early period and they were required to design major street improvement plans and

infrastructure plans for off-site improvements that went beyond their property frontage. This included bringing IID electrical infrastructure via overhead lines from Bagdad Avenue along Tripoli Avenue, and feeding them below 6th Street to reach the properties. Additionally, due to uncertainty about the final grading design for the future transit hub and mixed-use buildings, the owner installed an “interim retention basin” on the site where the mixed-use building was to be constructed. It was the parties’ mutual understanding that this retention basin would be relocated to an area along the north side of the County facility, and shared with the City who would similarly need drainage facilities for the new “loop” street and transit hub building site. There were easement and maintenance agreement documents recorded as part of the land sales transactions for these parcels sold to the City and Chelsea which have closed escrow this month.

6th Street Design Costs:

There were early discussions with the land owners about sharing the costs of designing all of the 6th Street improvements between Palm Avenue and Cesar Chavez Street because the owner’s engineers-of-record were already designing the same improvements for the County DPSS Facility project. These enhancements are a continuation of the Pueblo Viejo’s expanded sidewalks and landscaping with pavers, pedestrian bulb-out / street crossings, and decorative lamps and furniture. Accordingly, the City Engineer negotiated deal points whereby the City would reimburse the developer for these design costs because the City would utilize these improvement drawings for the street improvements for the City’s property at the Etherea Park site, and creating off-site pedestrian paths to the south side of 6th Street with bulb-outs, similar to what was done at Date Avenue in front of the County facility.

The Chelsea Investment Group is developing the Pueblo Viejo Villas and they similarly have benefited from this design work in that they will use these plans to build out the full street improvements along 6th Street in front of their property. The City’s fair-share contribution for these design costs was estimated to be \$13,800.00 and the owner has submitted an invoice and back-up information for these costs.

IID Electrical Service Extension:

As previously stated, the developer was required to bring electrical infrastructure to the vacant lots by connection to an existing circuit line along Bagdad Avenue to the south, via overhead power lines along Tripoli Avenue, and undergrounding them to cross 6th Street. Similarly, the plans call for connecting to the existing circuitry along 6th Street from Palm Avenue to balance the power demand loads for the intensive urban mixed-use building, and to eventually remove the overhead lines along 6th Street between Palm Avenue and Cesar Chavez Street. The City’s fair-share costs for these improvements were negotiated at \$64,000 and represents approximately 1/6 of the total costs incurred by the developer, because the City’s will be using far less electricity than the County Facility and the mixed-use building.

Permitting Fees:

The developer is currently required to relocate the “interim retention basin” which is on the same location where the Pueblo Viejo Villas Mixed Use Building parking lot will be built. The

landowner will re-direct the storm drain line to the north where it will tie into the City's Transit Hub site retention basin. Chelsea needs this work to commence immediately as they are mobilizing to start grading the site for their own underground retention basin and utility work. Accordingly, the owner has asked for a reimbursement of the City's engineering plan check and permitting fees totaling \$5,482.00

Conclusion:

The infrastructure design and construction costs have been included in cost estimates for the overall project. However, because of the multiple ownership, there are some fair-share components that are being paid back to the land owner/ seller. Attached to this staff report are copies of three invoices for the above stated costs incurred by CP Coachella, LLC. Additionally, there are detailed backup documents substantiating the actual costs from the designers and contractors for this work. Staff recommends that the City Council authorize staff to pay for these costs out of grant proceeds.

FISCAL IMPACT:

These invoices will be paid and are reimbursable through the Affordable Housing – Sustainable Communities Grant and Infill Infrastructure Grant (IIG) grants awarded to the City. As such, the City Council appropriates \$83,282 in the City's CIP Fund (182) and approves corresponding transfers from the City's Grants Fund (152) for these costs.

Attachments: Invoices
 Backup Documents

CP Coachella DPSS LLC

INVOICE #0018

1520 E. Covell Boulevard, B5-363
Davis, CA 95616
(916) 834-4774 or (530) 867-4387

BILL TO

City of Coachella
53990 Enterprise Way
Coachella, CA 92236

Invoice Date: 10/1/2020

Details	AMOUNT
Invoice for reimbursement of extension of IID electrical service	
related as part of the SunLine Transit Hub project	\$64,000.00
Due 30 days from invoice Date	
TOTAL	\$64,000.00

Please make all checks payable to CP Coachella DPSS LLC

If you have any questions concerning this invoice, please contact:

Rebecca Buckel at CPPM, Inc. (530) 867-4387

THANK YOU FOR YOUR BUSINESS!

Coachella Project
Land Seller Request for Cost Share

updated **10/1/20**

	<u>Cost</u>	<u>Deduct</u>	<u>Adjusted Cost</u>	<u>Responsibility</u>		
4.0 IID Overhead Line Extension	\$ 182,669.71	\$ -	\$ 182,669.71	100%	\$	182,669.71
<u>GC: Oltmans, Sub: Gregg Electric</u>						
4 IID Backbone along 6th	\$ 194,185.86	\$ (27,460.00)	\$ 166,725.86	100%	\$	166,725.86 Deduct for DPSS only work
4 Frontier backbone along 6th Street	\$ 32,198.30	\$ -	\$ 32,198.30	25%	\$	8,049.58 Majority for DPSS building
4 Frontier backbone along Tripoli	\$ 34,578.24	\$ -	\$ 34,578.24	100%	\$	34,578.24
4 Frontier backbone along Bagdad	\$ 11,299.21	\$ -	\$ 11,299.21	100%	\$	11,299.21
Oltmans GL Insurance				0.91%	\$	2,007.94 (4.1 through 4.4)
Oltmans OH & Profit				3.8%	\$	8,384.81 (4.1 through 4.4)
					\$	231,045.64
DPSS Developer OH for misc costs, time and carry				5.0%	\$	20,685.77
Total Work to Share - Chelsea See allocations above						
Pueblo Viejo Villas Portion				33.33%	\$	144,785.89
Total Work to Share - City/Sunline 1/3 of IID OH Line + 4.1 + Oltmans OH&P and Ins						
City/Sunline Portion				33.33%	\$	128,035.43 <i>discounted to \$64,000</i>
DPSS Developer Portion			Cost incurred		\$	518,178.36 \$ 245,357.04

CP Coachella DPSS LLC

1520 E. Covell Boulevard, B5-363
Davis, CA 95616
(916) 834-4774 or (530) 867-4387

BILL TO

City of Coachella
53990 Enterprise Way
Coachella, CA 92236

Invoice Date: **May 14, 2020**

Details	AMOUNT
Invoice for reimbursement of design work for improvements to	
Sixth Street in Downtown Coachella (non-DPSS)	\$13,800.00
Due 30 days from invoice Date	
TOTAL	\$13,800.00

Please make all checks payable to CP Coachella DPSS LLC
If you have any questions concerning this invoice, please contact:
Rebecca Buckel at CPPM, Inc. (530) 867-4387

THANK YOU FOR YOUR BUSINESS!

Item 16.

INVOICE #005

CP Coachella DPSS LLC

1520 E. Covell Boulevard, B5-363

Davis, CA 95616

(916) 834-4774 or (530) 867-4387

BILL TO

City of Coachella

53990 Enterprise Way

Coachella, CA 92236

Invoice Date: 10/28/20

Details	AMOUNT
Invoice for reimbursement of permits and fees for relocation of	
retention basin and storm water lines on SunLine Transit	
Hub site (see attached credit card form payment for these fees)	\$5,482.00
Due 30 days from invoice Date	
TOTAL	\$5,482.00

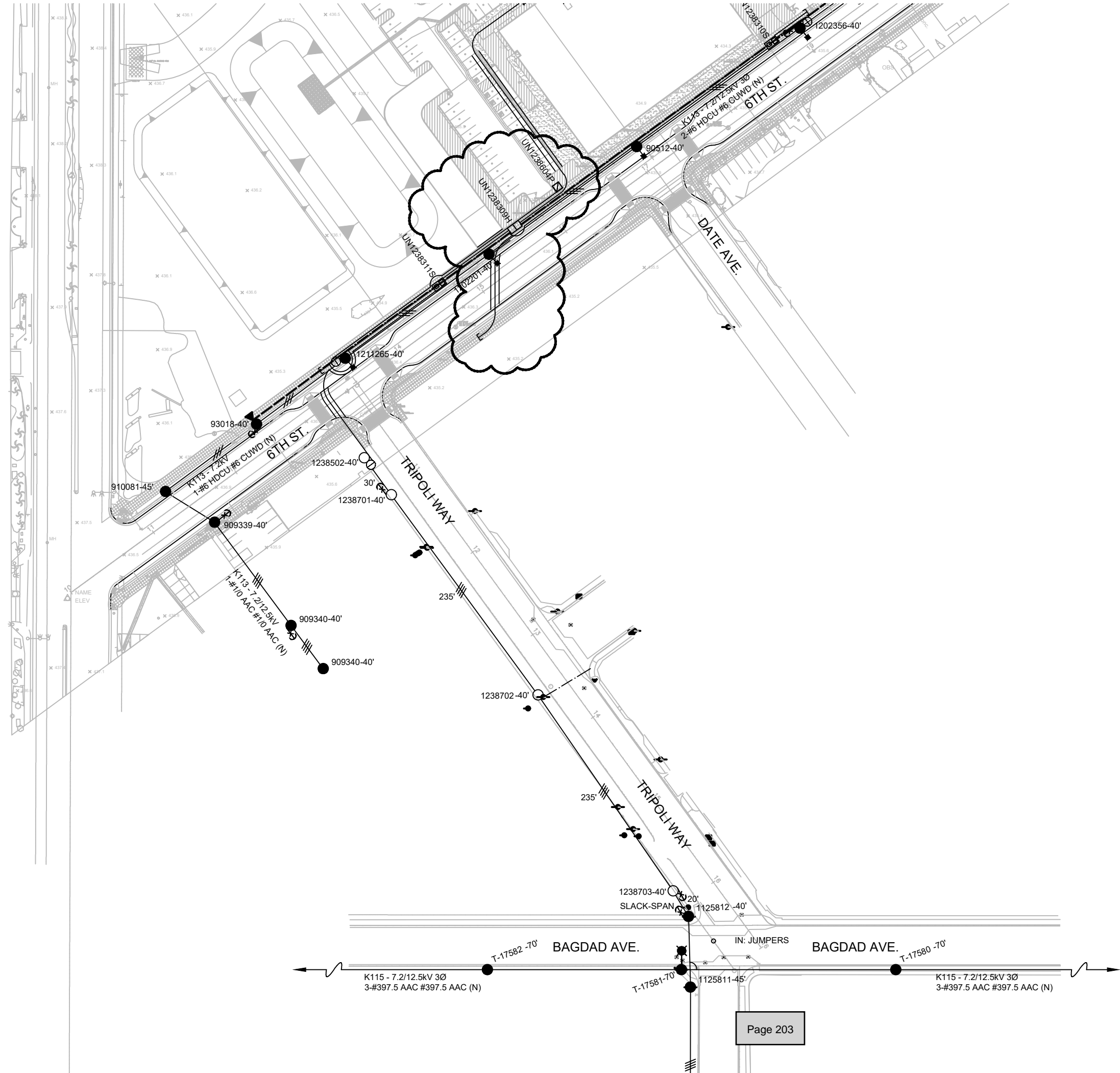
Please make all checks payable to CP Coachella DPSS LLC

If you have any questions concerning this invoice, please contact:

Rebecca Buckel at CPPM, Inc. (530) 867-4387

THANK YOU FOR YOUR BUSINESS!

Page 201



= Email from Engineering Dept requesting payment of \$5,482.00 =

Item 16.

From: George Iniguez <giniguez@coachella.org>

Sent: Tuesday, November 10, 2020 5:44 PM

To: John Buckel <jbuckel@capitaldevco.com>

Cc: Dave Davis <ddavis@chelseainvestco.com>; Theresa DeMarco <tdemarco@emersonconstruction.com>; 'began@egancivil.com' <began@egancivil.com>

Subject: RE: DPSS Coachella

Mr. Buckel, this attached payment has not been processed. Can you please revise the form? Is missing the 2.7% fee requested in the form. Can you add the 2.7 to the 5482.00 and add the new grand total to the form and resend it to me?

Coachella Offsite Costs

3/6/20

Different Cost Possibilities	CPDC	Chelsea	City/Sunline	Total
Equal Shares	33.3%	33.3%	33.3%	100.0%
	\$ 172,726.12	\$ 172,726.12	\$ 172,726.12	\$ 518,178.36

Costs incurred by CP Coachella DPSS on behalf of all

IID (initial deposit and final CRP)	\$ 182,669.71
Frontier (included in Gregg Electric Invoices)	\$ -
Gregg Electric (OH and underground electric)	\$ 272,261.61
Oltmans GCs, Insurance and OH&P on Gregg Electric costs	\$ 33,916.19
Total	\$ 488,847.51
Developer Overhead (Insurance, design, staking, City fees,	6.0% \$ 29,330.85
Grand Total	\$ 518,178.36

Percentages from Oltmans Contract		
Site/Shell	\$ 5,785,146.88	less GCs
TI	\$ 2,413,693.05	
Offsites	\$ 1,104,748.34	
GL Insurance	\$ 10,082.00	0.91%
Overhead & Profit	\$ 41,974.00	3.80%
General Conditions	\$ 720,580.05	7.75%



DATE: April 23, 2019

BUSINESS PARTNER # 3449755

SERVICE NOTIFICATION # 4027315

CP COACHELLA DPS LLC
JOHN BUCKEL MANAGER
2890 KILGORE ROAD, STE 175
RANCHO CORDOVA CA 95670

PROJECT LOCATION:
1283 6TH ST
COACHELLA CA 92236

AMOUNT DUE: \$154,269.71

PROJECT DESCRIPTION: OH LINE EXTENSION

DESCRIPTION	COST	
OH Construction	\$	60,812.20
Transportation	\$	14,722.55
Materials	\$	36,384.45
G&A Overhead	\$	31,450.21
UG Construction	\$	10,900.30
TOTAL AMOUNT DUE	\$154,269.71	

THIS ESTIMATE IS SUBJECT TO REVIEW IF PAYMENT IS NOT RECEIVED BY 10/20/2019

**Imperial Irrigation District***Protecting the flow of progress.*

July 11, 2018

CP COACHELLA DPSS, LLC
2890 KILGORE ROAD STE 175
RANCHO CORDOVA, CA 95670

Subject: Guarantee Deposit for Electric Service
Reference: Business Partner Number: 3449755
Contract Account Number: 50752935

In order to establish commercial credit with the Imperial Irrigation District, it will be necessary to submit a guarantee deposit in the amount of \$28400.00 for electric service to be located at 1283 SIXTH STREET COACHELLA, CA 92236.

Your deposit may be in the form of cash (the Imperial Irrigation District does not pay interest on cash deposits), an Indemnity Bond, or an Irrevocable Letter of Credit from your bank (samples provided upon request). Commercial deposits are held until credit is established or until the account is closed, whichever occurs first. To establish credit, monthly billings must be paid in full, with no previous balance on any statement, for 36 consecutive months.

Deposits must be paid at the time of connect unless other arrangements are made.

If you have any questions, please feel free to contact our Customer Service Department at 1-800-303-7756. Thank you for giving us the opportunity to serve you.

Yours truly,

ALMA GARCIA

Customer Service Proposal Representative

Gregg Electric, Inc.

CONTRACTORS
ENGINEERS
License No. 201042

608 WEST EMPORIA • ONTARIO, CALIFORNIA 91762 • 909-983-1794 FAX 909 983-6912

CHANGE ORDER REQUEST

TO: Oltmans Construction **Date:** 4/25/19
GEI#: 17-080
COR#: 4R1

Attn: Erika Peel

Ref: DPSS Coachella

We submit the following items for your consideration:

Our Ref:	Description	Total
4.1	IID backbone along 6th street per IID final design drawing 4026072 dated 4/11/19. Includes pre-cast structures, trenching, conduit, pull ropes, asphalt, & concrete cut & remove, temp patch, & traffic control.	\$ 194,185.86
4.2	Frontier backbone along 6th street per Frontier drawing 70024-5235160 dated 04/17/19. Includes (2) 2'x3' pullboxes, trenching, (1) 4" conduit, & pull rope.	\$ 32,198.30
4.3	Frontier backbone along Tripoli Way per Frontier drawing 70024-5235160 dated 04/17/19. Includes (1) 3'x5' pull box, trenching, conduit, pull ropes, & traffic control.	\$ 34,578.24
4.4	Frontier backbone along Bagdad Ave. per Frontier drawing 70024-5235160 dated 04/17/19. Includes trenching, conduit, pull ropes, concrete cut & remove, temp patch, & traffic control.	\$ 11,299.21
Total		\$ 272,261.61

Gregg Electric Inc.

608 W. Emporia St.
 Ontario, Calif. 91762
 Voice 909/983-1794
 Fax 909/983-6912

Change Order Worksheet

Job No:	COR No:	4.1
Job Name		
Cust. Ref:	IID backbone along 6th street per IID final design drawing 4026072 dated 4/11/19. Includes pre-cast structures, trenching, conduit, pull ropes, asphalt, & concrete cut & remove, temp patch, & traffic control.	
Date:	4/25/19	Shawn Fehlman (TD)

DIRECT MATERIAL/LABOR Rev - 1						
Item	Description	Qty	Unit Cost	Extension	Unit Labor	Extension
1				\$0.00		0.0
2	Switch pad 5'x8'6"x6'6"	2	\$7,550.000	\$15,100.00	16.000	32.0
3	Excav switch pad	2	\$2,000.000	\$4,000.00	24.000	48.0
4	Manhole 4'x66"x84"	1	\$5,680.000	\$5,680.00	16.000	16.0
5	Excav man hole	1	\$1,500.000	\$1,500.00	16.000	16.0
6	Xfmr pad 48"x72"	1	\$930.000	\$930.00	4.000	4.0
7	Excav xfmr pad	1	\$250.000	\$250.00	4.000	4.0
8	Ground rod 5/8"x8'	8	\$50.000	\$400.00	0.500	4.0
9	Bare copper 2/0	80	\$4.000	\$320.00	0.100	8.0
10	PVC40 3" per lf	20	\$1.630	\$32.60	0.040	0.8
11	PVC40 5" per lf	1790	\$3.425	\$6,130.75	0.040	71.6
12	PVC40 6" per lf	2350	\$4.500	\$10,575.00	0.050	117.5
13	PVC80 5" per lf	20	\$6.850	\$137.00	0.040	0.8
14	PVC80 6" per lf	20	\$8.500	\$170.00	0.050	1.0
15	PVC40 ell 3"	2	\$25.440	\$50.88	0.300	0.6
16	PVC40 ell 5" rad 12.5	2	\$105.000	\$210.00	0.700	1.4
17	PVC40 ell 6" rad 12.5	2	\$135.000	\$270.00	0.700	1.4
18	PVC80 ell 5"	2	\$130.000	\$260.00	0.500	1.0
19	PVC80 ell 6"	2	\$155.000	\$310.00	0.500	1.0
20	Comp plug 5"	24	\$35.000	\$840.00	0.100	2.4
21	Comp plug 6"	22	\$40.000	\$880.00	0.100	2.2
22	Pull rope per lf	4180	\$0.100	\$418.00	0.005	20.9
23	Marking tape	820	\$0.100	\$82.00	0.005	4.1
24	Stub out markers	3	\$75.000	\$225.00	0.250	0.8
25	Spacers	270	\$1.250	\$337.50	0.010	2.7
26	Trench utility	820	\$9.000	\$7,380.00	0.070	57.4
27	Trench shoring	1	\$7,500.000	\$7,500.00	32.000	32.0
28	Slurry per yard	310	\$85.000	\$26,350.00	0.250	77.5
29	Ac cut & remove per lf	80	\$10.000	\$800.00	0.080	6.4
30	Sidewalk cut & remove per lf	10	\$15.000	\$150.00	0.100	1.0
31	AC temp patch per ton	10	\$100.000	\$1,000.00	0.250	2.5
32	Street base per ton	50	\$14.000	\$700.00	0.250	12.5
33	Water truck	1	\$2,250.000	\$2,250.00	16.000	16.0
34	Haul off	2	\$500.000	\$1,000.00	2.000	4.0
35	Pole riser	2	\$50.000	\$100.00	2.000	4.0
36	Traffic control	1	\$8,500.000	\$8,500.00	24.000	24.0
37	Encroachment permit	1	\$1,350.000	\$1,350.00	2.000	2.0
38	Utility coordination with IID	1		\$0.00	10.000	10.0
39				\$0.00		0.0
40				\$0.00		0.0
41				\$0.00		0.0
TOTAL DIRECT MATERIAL/LABOR				\$106,188.73		611.5

LABOR COSTS				MATERIAL COSTS			
	Total Direct Labor Hours	611.5		Direct Material		\$106,188.73	
0%	Clean-up Labor	0.0		Misc. Material	3%	\$3,185.66	
0%	Job-Site Safety Program	0.0		Sales Tax	8.00%	\$8,749.95	
0%	As-Built Records	0.0		Material Subtotal		\$118,124.34	
	Total Labor Hours	611.5		TOTAL			
	Workman Hourly Rate	\$65.69	\$40,166.15	Total Material & Labor		\$168,857.27	
25%	Working Foreman Supervision	\$4.89	\$747.50	Warranty Costs	0%	\$0.00	
0%	Non Working Fmn Supervision	\$75.49	\$0.00	Total Costs		\$168,857.27	
	Total Direct Labor Costs		\$40,913.65	Overhead	15%	\$25,328.59	
0%	Small Tool Expense		\$0.00	Profit	0%	\$0.00	

24%	Labor Taxes		28	Bond Fee	0%	\$0.00
Labor Subtotal			\$50,732.92	Total This Change Order Item		\$194,185.86

Gregg Electric Inc.

608 W. Emporia St.
 Ontario, Calif. 91762
 Voice 909/983-1794
 Fax 909/983-6912

Change Order Worksheet

Item 16.

Job No:	17-080	COR No:	4.2
Job Name	DPSS Coachella		
Cust. Ref:	Frontier backbone along 6th street per Frontier drawing 70024-5235160 dated 04/17/19. Includes (2) 2'x3' pullboxes, trenching, (1) 4" conduit, & pull rope.		
Date:	4/25/19	Shawn Fehlman (TD)	

DIRECT MATERIAL/LABOR Rev - 1						
Item	Description	Qty	Unit Cost	Extension	Unit Labor	Extension
1				\$0.00		0.0
2	Pullbox 2x3	2	\$1,425.000	\$2,850.00	6.000	12.0
3	Excav pullbox	2	\$350.000	\$700.00	6.000	12.0
4	Ground	2	\$50.000	\$100.00	0.500	1.0
5	PVC40 4" per lf	670	\$2.425	\$1,624.75	0.040	26.8
6	PVC40 ell 4"	4	\$43.040	\$172.16	0.400	1.6
7	PVC40 ell 4" rad 12.5	2	\$75.000	\$150.00	0.700	1.4
8	Pull rope per lf	670	\$0.100	\$67.00	0.005	3.4
9	Trench utility	670	\$9.000	\$6,030.00	0.070	46.9
10	Trench shoring	1	\$3,000.000	\$3,000.00	16.000	16.0
11	Water truck	1	\$850.000	\$850.00	8.000	8.0
12				\$0.00		0.0
13				\$0.00		0.0
14				\$0.00		0.0
15				\$0.00		0.0
16				\$0.00		0.0
17				\$0.00		0.0
18				\$0.00		0.0
19				\$0.00		0.0
20				\$0.00		0.0
21				\$0.00		0.0
22				\$0.00		0.0
23				\$0.00		0.0
24				\$0.00		0.0
25				\$0.00		0.0
26				\$0.00		0.0
27				\$0.00		0.0
28				\$0.00		0.0
29				\$0.00		0.0
30				\$0.00		0.0
TOTAL DIRECT MATERIAL/LABOR				\$15,543.91		129.1

LABOR COSTS				MATERIAL COSTS		
	Total Direct Labor Hours	129.1		Direct Material		\$15,543.91
0%	Clean-up Labor	0.0		Misc. Material	3%	\$466.32
0%	Job-Site Safety Program	0.0		Sales Tax	8.00%	\$1,280.82
0%	As-Built Records	0.0		Material Subtotal		\$17,291.05
	Total Labor Hours	129.1		TOTAL		
	Workman Hourly Rate	\$65.69	\$8,477.29	Total Material & Labor		\$27,998.52
25%	Working Foreman Supervision	\$4.89	\$157.76	Warranty Costs	0%	\$0.00
0%	Non Working Fmn Supervision	\$75.49	\$0.00	Total Costs		\$27,998.52
	Total Direct Labor Costs		\$8,635.06	Overhead	15%	\$4,199.78
0%	Small Tool Expense		\$0.00	Profit	0%	\$0.00
24%	Labor Taxes		\$2,072.41	Bond Fee	0%	\$0.00
	Labor Subtotal		\$10,707.47	Total This Change Order Item		\$32,198.30

Gregg Electric Inc.

608 W. Emporia St.
 Ontario, Calif. 91762
 Voice 909/983-1794
 Fax 909/983-6912

Change Order Worksheet

Job No:	17-080	COR No:	4.3
Job Name	DPSS Coachella		
Cust. Ref:	Frontier backbone along Tripoli Way per Frontier drawing 70024-5235160 dated 04/17/19. Includes (1) 3'x5' pull box, trenching, conduit, pull ropes, & traffic control.		
Date:	4/25/19	Shawn Fehlman (TD)	

DIRECT MATERIAL/LABOR Rev - 1						
Item	Description	Qty	Unit Cost	Extension	Unit Labor	Extension
1				\$0.00		0.0
2	Pullbox 3'x5'	1	\$3,722.190	\$3,722.19	10.000	10.0
3	Excav pullbox	1	\$750.000	\$750.00	10.000	10.0
4	Ground	1	\$50.000	\$50.00	0.500	0.5
5	PVC40 4" per lf	840	\$2.425	\$2,037.00	0.040	33.6
6	PVC40 ell 4"	2	\$43.040	\$86.08	0.400	0.8
7	Pull rope per lf	840	\$0.100	\$84.00	0.005	4.2
8	Trench utility	340	\$9.000	\$3,060.00	0.070	23.8
9	Trench shoring	1	\$1,500.000	\$1,500.00	8.000	8.0
10	Water truck	1	\$850.000	\$850.00	8.000	8.0
11	Haul off	1	\$500.000	\$500.00	2.000	2.0
12	Traffic control	1	\$4,500.000	\$4,500.00	24.000	24.0
13	Encroachment permit	1	\$500.000	\$500.00	1.000	1.0
14				\$0.00		0.0
15				\$0.00		0.0
16				\$0.00		0.0
17				\$0.00		0.0
18				\$0.00		0.0
19				\$0.00		0.0
20				\$0.00		0.0
21				\$0.00		0.0
22				\$0.00		0.0
23				\$0.00		0.0
24				\$0.00		0.0
25				\$0.00		0.0
TOTAL DIRECT MATERIAL/LABOR				\$17,639.27		125.9

LABOR COSTS			MATERIAL COSTS		
	Total Direct Labor Hours	125.9		Direct Material	\$17,639.27
0%	Clean-up Labor	0.0		Misc. Material	3% \$529.18
0%	Job-Site Safety Program	0.0		Sales Tax	8.00% \$1,453.48
0%	As-Built Records	0.0		Material Subtotal	\$19,621.92
	Total Labor Hours	125.9		TOTAL	
	Workman Hourly Rate	\$65.69	\$8,270.37	Total Material & Labor	\$30,068.04
25%	Working Foreman Supervision	\$4.89	\$153.91	Warranty Costs	0% \$0.00
0%	Non Working Fmn Supervision	\$75.49	\$0.00	Total Costs	\$30,068.04
	Total Direct Labor Costs		\$8,424.28	Overhead	15% \$4,510.21
0%	Small Tool Expense		\$0.00	Profit	0% \$0.00
24%	Labor Taxes		\$2,021.83	Bond Fee	0% \$0.00
	Labor Subtotal		\$10,446.11	Total This Change Order Item	\$34,578.24

Gregg Electric Inc.

608 W. Emporia St.
 Ontario, Calif. 91762
 Voice 909/983-1794
 Fax 909/983-6912

Change Order Worksheet

Job No:	17-080	COR No:	4.4
Job Name	DPSS Coachella		
Cust. Ref:	Frontier backbone along Bagdad Ave. per Frontier drawing 70024-5235160 dated 04/17/19. Includes trenching, conduit, pull ropes, concrete cut & remove, temp patch, & traffic control.		
Date:	4/25/19		

DIRECT MATERIAL/LABOR						
Item	Description	Qty	Unit Cost	Extension	Unit Labor	Extension
1				\$0.00		0.0
2	PVC40 4" per lf	200	\$2.425	\$485.00	0.040	8.0
3	PVC40 ell 4"	2	\$43.040	\$86.08	0.400	0.8
4	Pull rope per lf	200	\$0.100	\$20.00	0.005	1.0
5	Trench utility	100	\$9.000	\$900.00	0.070	7.0
6	Trench shoring	1	\$500.000	\$500.00	4.000	4.0
7	Water truck	1	\$850.000	\$850.00	8.000	8.0
8	Haul off	1	\$500.000	\$500.00	2.000	2.0
9	Sidewalk cut & remove per lf	10	\$15.000	\$150.00	0.100	1.0
10	Tie into existing man hole	1	\$250.000	\$250.00	4.000	4.0
11	Traffic control	1	\$1,500.000	\$1,500.00	8.000	8.0
12	Encroachment permit	1	\$250.000	\$250.00	1.000	1.0
13				\$0.00		0.0
14				\$0.00		0.0
15				\$0.00		0.0
16				\$0.00		0.0
17				\$0.00		0.0
18				\$0.00		0.0
19				\$0.00		0.0
20				\$0.00		0.0
21				\$0.00		0.0
22				\$0.00		0.0
23				\$0.00		0.0
24				\$0.00		0.0
25				\$0.00		0.0
TOTAL DIRECT MATERIAL/LABOR				\$5,491.08		44.8

LABOR COSTS			MATERIAL COSTS		
	Total Direct Labor Hours	44.8		Direct Material	\$5,491.08
0%	Clean-up Labor	0.0		Misc. Material	3% \$164.73
0%	Job-Site Safety Program	0.0		Sales Tax	8.00% \$452.46
0%	As-Built Records	0.0		Material Subtotal \$6,108.28	
	Total Labor Hours	44.8		TOTAL	
	Workman Hourly Rate	\$65.69	\$2,942.91	Total Material & Labor	\$9,825.40
25%	Working Foreman Supervision	\$4.89	\$54.77	Warranty Costs	0% \$0.00
0%	Non Working Fmn Supervision	\$75.49	\$0.00	Total Costs \$9,825.40	
	Total Direct Labor Costs		\$2,997.68	Overhead	15% \$1,473.81
0%	Small Tool Expense		\$0.00	Profit	0%
24%	Labor Taxes		\$719.44	Bond Fee	0% \$0.00
	Labor Subtotal		\$3,717.12	Total This Change Order Item \$11,299.21	

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: CP Coachella DPSS, LLC, a CA LLC
1520 E. Covell Blvd.
Davis, CA 95616
US

PROJECT: DPSS Coachella Site and Shell
1283 6th Street
Coachella, CA
92236 US

APPLICATION NO.: 17
PERIOD TO : 10/31/2019
PROJECT NOS.: 17175
CMIC NO.: 17175-17
CONTRACT DATE : 05/10/2018

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Oltmans Construction Co.
10005 Mission Mill Road
Whittier, CA 90601

ARCHITECT:

CONTRACT FOR: DPSS Coachella Site and Shell

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	9,812,434.00
2. Net change by change orders	\$	211,734.32
3. CONTRACT SUM TO DATE (Line1 +/- 2)	\$	10,024,168.32
4. TOTAL COMPLETED & STORED TO DATE	\$	10,024,168.32
<small>(Column G on G703)</small>		
5. RETAINAGE:		
<small>(Total retainage Column I of G703)</small>	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	10,024,168.32
<small>(Line 4 less Line 5 Total)</small>		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
<small>(Line 6 from prior Certificate)</small>	\$	9,430,694.83
8. CURRENT PAYMENT DUE	\$	593,473.49
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
<small>(Line 3 less Line 6)</small>	\$	0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		475,190.91	-227,054.39
APPROVED THIS MONTH			
Number	Date Approved		
014	10/05/2019		-36,402.20
PCI057	10/05/2019		0.00
Current Total:		0.00	-36,402.20
Net Change by Change Orders			211,734.32

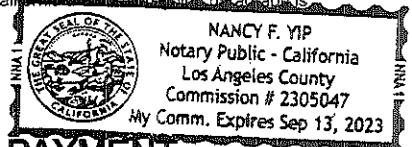
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Oltmans Construction Co.

By: _____ Date: 11.8.19

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 Los Angeles:
On this 8th day of November, 2019 before me, Nancy F. Yip Notary Public
Personally appeared Kimberly Ann Lutz 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 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.



Notary Public: Nancy F. Yip
My Commission expires: Sept 13, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Oltmans Construction Co.

CONTINUATION SHEET AIA DOCUMENT G703 Page: 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulation below, amounts are stated to the nearest cent. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 17
 APPLICATION DATE: 11/08/2019 CMIC NO.:
 PERIOD TO: 10/31/2019 17175-17
 PROJECT NO: 17175

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
17175	DPSS Coachella Site and Shell										
02001.00	Site security / Guard Service	110,592.00	-8,506.27	102,085.73	102,085.73	0.00	0.00	102,085.73	100	0.00	0.00
02005.00	Temporary Power	6,560.00	9,143.60	15,703.60	14,010.24	1,693.36	0.00	15,703.60	100	0.00	0.00
02010.00	Temp Construction Fence / Canopy	5,017.00	5,021.22	10,038.22	10,038.22	0.00	0.00	10,038.22	100	0.00	0.00
02020.00	Final Cleaning	2,440.00	0.00	2,440.00	2,440.00	0.00	0.00	2,440.00	100	0.00	0.00
02101.00	Surveying	42,116.00	3,551.34	45,667.34	45,667.34	0.00	0.00	45,667.34	100	0.00	0.00
02200.00	Earthwork	243,037.00	8,431.88	251,468.88	251,468.88	0.00	0.00	251,468.88	100	0.00	0.00
02205.00	Erosion Control	18,343.00	0.00	18,343.00	18,343.00	0.00	0.00	18,343.00	100	0.00	0.00
02206.00	SWPPP	0.00	29,519.76	29,519.76	29,519.76	0.00	0.00	29,519.76	100	0.00	0.00
02207.00	AQMD	0.00	43,092.14	43,092.14	43,092.14	0.00	0.00	43,092.14	100	0.00	0.00
02510.00	Asphalt Paving	183,143.00	8,545.00	191,688.00	191,688.00	0.00	0.00	191,688.00	100	0.00	0.00
02525.00	Site Concrete	362,532.00	-39,574.10	322,957.90	322,957.90	0.00	0.00	322,957.90	100	0.00	0.00
02580.00	Parking Lot Striping	5,590.00	363.00	5,953.00	5,953.00	0.00	0.00	5,953.00	100	0.00	0.00
02700.00	Site Utilities	132,556.00	-28,574.08	103,981.92	103,981.92	0.00	0.00	103,981.92	100	0.00	0.00
02830.00	Fencing	84,987.00	53,651.00	138,638.00	138,638.00	0.00	0.00	138,638.00	100	0.00	0.00
02841.00	Bicycle Racks	10,290.00	0.00	10,290.00	10,290.00	0.00	0.00	10,290.00	100	0.00	0.00
02900.00	Landscaping & Irrigation	218,465.00	69,384.86	287,849.86	287,849.86	0.00	0.00	287,849.86	100	0.00	0.00
03100	Rebar	188,900.00	-800.00	188,100.00	188,100.00	0.00	0.00	188,100.00	100	0.00	0.00
03300	Structural Concrete	455,500.00	-15,052.00	440,448.00	440,448.00	0.00	0.00	440,448.00	100	0.00	0.00
03400	Structural Precast Concrete	22,879.00	0.00	22,879.00	22,879.00	0.00	0.00	22,879.00	100	0.00	0.00
04200.00	Masonry	44,200.00	-15,623.00	28,577.00	28,577.00	0.00	0.00	28,577.00	100	0.00	0.00
05100.00	Structural Steel	136,500.00	-14,883.31	121,616.69	121,616.69	0.00	0.00	121,616.69	100	0.00	0.00
06100.00	Rough Carpentry	1,206,102.00	24,536.19	1,230,638.19	1,230,638.19	0.00	0.00	1,230,638.19	100	0.00	0.00
07200.00	Insulation	75,701.00	0.00	75,701.00	75,701.00	0.00	0.00	75,701.00	100	0.00	0.00
07500.00	Roofing	183,980.00	9,400.00	193,380.00	193,380.00	0.00	0.00	193,380.00	100	0.00	0.00
07600.00	Flashing and Sheet Metal	124,359.00	7,228.00	131,587.00	131,587.00	0.00	0.00	131,587.00	100	0.00	0.00
08800.00	Glass & Glazing	154,988.00	57,663.00	212,651.00	212,651.00	0.00	0.00	212,651.00	100	0.00	0.00
09100.00	Lath & Plaster	482,831.00	14,217.72	497,048.72	497,048.72	0.00	0.00	497,048.72	100	0.00	0.00
09250.00	Drywall	50,000.00	16,381.26	66,381.26	66,381.26	0.00	0.00	66,381.26	100	0.00	0.00
09900.00	Paint & Wallcovering	35,460.00	1,869.70	37,329.70	37,329.70	0.00	0.00	37,329.70	100	0.00	0.00
10350.00	Flagpoles	11,174.00	275.00	11,449.00	11,449.00	0.00	0.00	11,449.00	100	0.00	0.00
10520.00	Fire Extinguishers and Cabinets	3,052.00	169.00	3,221.00	3,221.00	0.00	0.00	3,221.00	100	0.00	0.00
10536.00	Awnings	4,640.00	-980.00	3,660.00	3,660.00	0.00	0.00	3,660.00	100	0.00	0.00
10800.00	Toilet Partitions & Accessories	11,251.00	750.00	12,001.00	12,001.00	0.00	0.00	12,001.00	100	0.00	0.00
15300.00	Fire Sprinkler	148,320.00	4,993.92	153,313.92	153,313.92	0.00	0.00	153,313.92	100	0.00	0.00
15400.00	Plumbing	75,034.00	13,763.81	88,797.81	88,797.81	0.00	0.00	88,797.81	100	0.00	0.00
15510.00	HVAC	100,000.00	4,504.00	104,504.00	104,504.00	0.00	0.00	104,504.00	100	0.00	0.00
16010.00	Electrical	208,635.00	29,704.00	238,339.00	238,339.00	0.00	0.00	238,339.00	100	0.00	0.00

Oltmans Construction Co.

CONTINUATION SHEET	AIA DOCUMENT G703		Page: 3
AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulation below, amounts are stated to the nearest cent. Use Column I on Contracts where variable retainage for line items may apply.		APPLICATION NUMBER: 17	CMIC NO.:
		APPLICATION DATE: 11/08/2019	17175-17
		PERIOD TO: 10/31/2019	
		PROJECT NO: 17175	

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	H PER- %(G/C)	I BALANCE TO FINISH	J RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
16720.00	Alarm & Detection Systems	46,164.00	1,250.00	47,414.00	47,414.00	0.00	0.00	47,414.00	100	0.00	0.00
17020.00	Contingency	59,577.00	-59,577.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
17200.01	SWPPP & AQMD Allowance	44,000.00	-44,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
17200.02	Ext Building Signs Allowance	5,000.00	-5,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
17200.03	Knox Box Allowance	4,500.00	-4,070.76	429.24	429.24	0.00	0.00	429.24	100	0.00	0.00
17200.04	Moisture Remediation Allowance	25,000.00	-25,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
17200.11	Voice & Data Systems Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
17800	General Conditions	624,565.00	96,015.05	720,580.05	720,580.05	0.00	0.00	720,580.05	100	0.00	0.00
17810.01	Taxes	400.00	0.00	400.00	400.00	0.00	0.00	400.00	100	0.00	0.00
17830.01	GL Insurance	55,034.00	2,204.00	57,238.00	57,238.00	-129.00	0.00	57,238.00	100	0.00	0.00
17850.00	Overhead & Profit	229,144.00	9,181.00	238,325.00	238,861.00	-536.00	0.00	238,325.00	100	0.00	0.00
	DPSS Coachella Site and Shell Total:	6,242,558.00	263,168.93	6,505,726.93	6,504,698.57	1,028.36	0.00	6,505,726.93	100	0.00	0.00
17175.01	DPSS Coachella T.I.										
02005.00	Temporary Power	2,680.00	0.00	2,680.00	2,680.00	0.00	0.00	2,680.00	100	0.00	0.00
02010.00	Temp Construction Fence / Canopy	2,049.00	0.00	2,049.00	2,049.00	0.00	0.00	2,049.00	100	0.00	0.00
02020.00	Final Cleaning	16,190.00	-6,320.00	9,870.00	9,870.00	0.00	0.00	9,870.00	100	0.00	0.00
02830.00	Fencing	34,713.00	0.00	34,713.00	34,713.00	0.00	0.00	34,713.00	100	0.00	0.00
05100.00	Structural Steel	26,700.00	-8,204.69	18,495.31	18,495.31	0.00	0.00	18,495.31	100	0.00	0.00
06100.00	Rough Carpentry	160,250.00	15,071.33	175,321.33	175,321.33	0.00	0.00	175,321.33	100	0.00	0.00
06200.00	Finish Carpentry	13,447.00	29,532.49	42,979.49	42,979.49	0.00	0.00	42,979.49	100	0.00	0.00
07200.00	Insulation	6,671.00	0.00	6,671.00	6,671.00	0.00	0.00	6,671.00	100	0.00	0.00
08100.00	Metal Doors and Frames	85,775.00	22,890.00	108,665.00	108,665.00	0.00	0.00	108,665.00	100	0.00	0.00
08800.00	Glass & Glazing	10,400.00	1,700.00	12,100.00	12,100.00	0.00	0.00	12,100.00	100	0.00	0.00
09250.00	Drywall	128,640.00	0.00	128,640.00	128,640.00	0.00	0.00	128,640.00	100	0.00	0.00
09300.00	Ceramic Tile	60,655.00	29,964.47	90,619.47	90,619.47	0.00	0.00	90,619.47	100	0.00	0.00
09500.00	Acoustical Ceilings	102,085.00	2,295.00	104,380.00	104,380.00	0.00	0.00	104,380.00	100	0.00	0.00
09650.00	Resilient Flooring	111,993.00	28,599.00	140,592.00	140,592.00	0.00	0.00	140,592.00	100	0.00	0.00
09900.00	Paint & Wallcovering	43,340.00	270.00	43,610.00	43,610.00	0.00	0.00	43,610.00	100	0.00	0.00
09960.00	Marlite	1,180.00	0.00	1,180.00	1,180.00	0.00	0.00	1,180.00	100	0.00	0.00
10260.00	Wall and Corner Guards	3,200.00	6,120.00	9,320.00	9,320.00	0.00	0.00	9,320.00	100	0.00	0.00
10400.00	Signage	5,178.00	10,159.00	15,337.00	15,337.00	0.00	0.00	15,337.00	100	0.00	0.00
10650.00	Operable Partitions	34,500.00	0.00	34,500.00	34,500.00	0.00	0.00	34,500.00	100	0.00	0.00
10800.00	Toilet Partitions & Accessories	14,915.00	4,329.00	19,244.00	19,244.00	0.00	0.00	19,244.00	100	0.00	0.00
12500.00	Window Treatment	34,980.00	33,076.00	68,056.00	68,056.00	0.00	0.00	68,056.00	100	0.00	0.00
15300.00	Fire Sprinkler	57,760.00	0.00	57,760.00	57,760.00	0.00	0.00	57,760.00	100	0.00	0.00
15400.00	Plumbing	137,419.00	7,635.88	145,054.88	145,054.88	0.00	0.00	145,054.88	100	0.00	0.00
15510.00	HVAC	306,675.00	0.00	306,675.00	306,675.00	0.00	0.00	306,675.00	100	0.00	0.00

Oltmans Construction Co.

CONTINUATION SHEET AIA DOCUMENT G703 Page: 4

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulation below, amounts are stated to the nearest cent. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 17
 APPLICATION DATE: 11/08/2019 CMIC NO.:
 PERIOD TO: 10/31/2019 17175-17
 PROJECT NO: 17175

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
16010.00	Electrical	423,969.00	0.00	423,969.00	423,969.00	0.00	0.00	423,969.00	100	0.00	0.00
17020.00	Contingency	24,162.00	-24,162.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
17200.05	Audio Visual Allowance	48,079.00	22,914.11	70,993.11	70,993.11	0.00	0.00	70,993.11	100	0.00	0.00
17200.06	Kitchen Equipment Allowance	10,000.00	-647.10	9,352.90	9,352.90	0.00	0.00	9,352.90	100	0.00	0.00
17200.07	Postal Equipment Allowance	1,800.00	534.69	2,334.69	2,334.69	0.00	0.00	2,334.69	100	0.00	0.00
17200.11	Voice & Data Systems Allowance	190,456.00	13,525.87	203,981.87	203,981.87	0.00	0.00	203,981.87	100	0.00	0.00
17830.01	GL Insurance	22,319.00	1,800.00	24,119.00	24,159.00	-40.00	0.00	24,119.00	100	0.00	0.00
17850.00	Overhead & Profit	92,930.00	7,500.00	100,430.00	100,596.00	-166.00	0.00	100,430.00	100	0.00	0.00
	DPSS Coachella T.I. Total:	2,215,110.00	198,583.05	2,413,693.05	2,413,899.05	-206.00	0.00	2,413,693.05	100	0.00	0.00
17175.02	DPSS Coachella Offsites										
02101.00	Surveying	6,488.00	3,001.50	9,489.50	9,489.50	0.00	0.00	9,489.50	100	0.00	0.00
02200.00	Earthwork	71,700.00	-29,491.05	42,208.95	42,208.95	0.00	0.00	42,208.95	100	0.00	0.00
02205.00	Erosion Control	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
02510.00	Asphalt Paving	34,954.00	7,800.00	42,754.00	42,754.00	0.00	0.00	42,754.00	100	0.00	0.00
02525.00	Site Concrete	185,521.00	22,676.78	208,197.78	208,197.78	0.00	0.00	208,197.78	100	0.00	0.00
02580.00	Parking Lot Striping	14,905.00	0.00	14,905.00	14,905.00	0.00	0.00	14,905.00	100	0.00	0.00
02700.00	Site Utilities	151,849.00	16,449.59	168,298.59	168,298.59	0.00	0.00	168,298.59	100	0.00	0.00
02870.00	Site and Street Furnishings	11,004.00	7,413.15	18,417.15	18,417.15	0.00	0.00	18,417.15	100	0.00	0.00
02900.00	Landscaping & Irrigation	58,400.00	84,315.17	142,715.17	142,715.17	0.00	0.00	142,715.17	100	0.00	0.00
16010.00	Electrical	90,000.00	-67,500.00	22,500.00	22,500.00	0.00	0.00	22,500.00	100	0.00	0.00
17020.00	Contingency	13,414.00	-13,414.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
17200.08	Traffic Control Allowance	20,000.00	-12,910.80	7,089.20	7,089.20	0.00	0.00	7,089.20	100	0.00	0.00
17200.09	Street Lighting Allowance	98,000.00	-78,400.00	19,600.00	19,600.00	0.00	0.00	19,600.00	100	0.00	0.00
17200.10	Underground OH Utilities Allowance	529,580.00	-178,033.00	351,517.00	351,517.00	0.00	0.00	351,517.00	100	0.00	0.00
17830.01	GL Insurance	12,380.00	-2,308.00	10,082.00	10,246.00	-164.00	0.00	10,082.00	100	0.00	0.00
17850.00	Overhead & Profit	51,591.00	-9,617.00	41,974.00	42,858.00	-884.00	0.00	41,974.00	100	0.00	0.00
	DPSS Coachella Offsites Total:	1,354,768.00	-250,017.66	1,104,748.34	1,105,596.34	-848.00	0.00	1,104,748.34	100	0.00	0.00
Project Total:		9,812,434.00	211,734.32	10,024,168.32	10,024,193.96	-25.64	0.00	10,024,168.32	100	0.00	0.00

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Oltmans Construction Co

Name of Customer: CP Coachella DPSS, LLC, a CA LLC

Job Location: DPSS Coachella Site & Shell, 1283 6th Street, Coachella, CA

Owner: CP Coachella DPSS, LLC a CA LLC

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature:



Claimant's Title: Jason Kakimoto - CFO

Date of Signature: 12/20/2019

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Gregg Electric, Inc
Name of Customer: Oltmans Construction Co
Job Location: DPSS Coachella; 1283 6th Street, Coachella, CA 92236
Owner: CP Coachella DPSS, LLC, a CA LLC

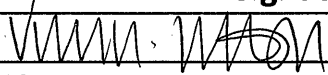
Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0

Signature

Claimant's Signature: 
Claimant's Title: CFO
Date of Signature: 12/19/2019

7/1/12



STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

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

SUBJECT: First Amendment to Professional Service Agreement with NV5 in an amount of \$21,315 to provide Professional Engineering Services for the design of a signalized intersection, City Project ST-123.

STAFF RECOMMENDATION:

Authorize the City Manager to Execute the First Amendment to Professional Services Agreement with NV5 in an amount of \$21,315 to provide Engineering Services for the Design of a signalized intersection at 6th Street and Grapefruit Blvd, City Project ST-123.

DISCUSSION/ANALYSIS:

NV5's initial scope of work included the design of plans for construction of street improvements including bicycle trail, pedestrian path, landscape, striping, and pavement. Prior to finalizing the construction documents, City staff has requested additional services which include the design of a signalized intersection at 6th Street and Grapefruit Boulevard.

FISCAL IMPACT:

The project was included in the City's approved Capital Improvement Program (CIP) FY 20/21 budget. On October 9, 2019 City Council approved a professional services agreement to NV5 in the amount of \$330,000 for the Grapefruit Blvd Urban Greening and Connectivity Project. The required additional professional services work, totaling \$21,315, will be appropriated from the City's CIP Fund (182) from City Project ST-123. The total amended professional services contract shall have a total authorized amount of \$351,315.

Attachments:

1. Amendment No.1
2. Additional Services and Scope
3. Professional Services Agreement

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COACHELLA
AND NV5
Project ST-123**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of November 18th, 2020 by and between the City of Coachella ("City") and NV5 ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment is made with the respect to the following facts and purposes:
 - a. On or about October 9th, 2019 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant in the amount of \$330,000 for project ST-123.
 - b. On or about November 18th, 2020 the City and Consultant entered into the "First Amendment to" agreement between the City and Consultant in the amount of \$21,315.00.
 - c. The parties now desire to amend the Agreement as set forth in this Amendment.

2. Amendment. Section 3.3.1, Compensation, of the Agreement is hereby amended in its entirety to read as follows:

"3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit "A" at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **three hundred fifty-one thousand three hundred fifteen dollars (\$351,315)**.

3. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, **whenever** the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

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

CITY OF COACHELLA

ANGENIOUS ENGINEERING SERVICES, INC.

By: _____

William B. Pattison Date
City Manager

By: _____

Carmen Kasner Date
Regional Manager Director

By: _____

Carlos Campos, City Attorney

Attest: _____

Angela Zepeda, City Clerk

November 11, 2020
 226719-0000089.00

Andrew Simmons
 City of Coachella
 53990 Enterprise Way
 Coachella, CA 92236

Email: asimmons@coachella.org

**Subject: Grapefruit Blvd. Urban Greening ~ Traffic Signal Design Services @ 6th Street
 Coachella, CA
 Change Order #2020-4**

Dear Andrew,

Pursuant to your request, we are pleased to present our change order for providing continued professional engineering services for the above-referenced project.

We proposed to provide the following services:

Task 1: Supplemental Survey

NV5 will conduct additional surveying services to determine the location of the overhead wires including sag and pole height in this intersection. Existing pull boxes and utility poles were located in our previous survey.

Task 2: Traffic Signal Design

NV5 will prepare the design for signalization of the Grapefruit Boulevard/6th Street intersection in the City of Coachella. The subject intersection is anticipated to be part of a global public improvements project encompassing Grapefruit Boulevard north and south of the intersection, including adjusting access to Grapefruit Boulevard via driveways from adjacent private properties. Limiting horizontal and vertical factors such as overhead utility lines, rights of way, and the proximity of existing structures near the intersection curb returns will be addressed as part of the larger public improvements project prior to the start of signal design.

The signal system will be designed as a four-way intersection; video detection is assumed for all legs of the intersection; and signal interconnect is not anticipated or included. Signal design will be prepared using Caltrans and City of Coachella standards. The plan will be prepared on one sheet at 1"=20' scale using City of Coachella title block and format. All required specifications and construction notes will be self-contained on the plan sheet. The service point is to be established and confirmed prior to start of design.

The design will be plan checked through up to three review cycles with the City of Coachella as part of the larger public improvements project. No Caltrans or other agency reviews are anticipated or included. Each successive level of design will build on the previous level; redesigns or reconfigurations will be considered beyond the scope of services. Plan content and design services will consist of the following:

First Submittal

- Layout of existing conditions and hardware
- Plot proposed signal design layout, including hardware locations, detection, poles, signal and mast arm type, heads, controllers, and service point
- Tentatively complete signal and pole schedule
- Plot conduit runs
- Number the detector facilities and conduit runs
- Indicate demo, salvage, or relocation of existing facilities as needed
- Add conductor schedule, phasing diagram, detector schedule
- Add general notes, specifications, and construction notes
- ADA Compliance issues will be included as part of the design

Second Submittal

- Respond to first City plan check
- Complete data in all schedules
- Size the conduit runs
- Prepare a construction quantity takeoff consistent with approximately 80% level of completion

Third Submittal

- Respond to second City plan check
- Complete all detailing and schedules for final design
- Prepare final construction quantity takeoff
- Services provided for the final submittal will be minor in nature, consisting only of superficial adjustments needed for final City approval and signature of the design.

The final plan will be prepared in ink on mylar form. This scope assumes that existing overhead utility lines are to be relocated or placed underground if it is found that a conflict exists between the proposed signal poles and the existing overhead utilities.

Task 3: Dry Utility Coordination

Coordinate with IID and others, if necessary, to determine the relocation or undergrounding (if necessary) of the overhead utilities to accommodate the proposed traffic signal. Coordinate with IID the service connection point for the traffic signal. We have assumed up to 20 hours for this task.

Task 4: Special Provisions

Special Provisions will be prepared for the Grapefruit Boulevard/6th Street intersection signal design in City of Coachella specifications format, consistent with Caltrans Standard Specifications (latest edition) and City of Coachella standards. Special provisions will be prepared and submitted for review with the second and third signal design submittal iterations.

Task 5: Meeting Time

Attendance at meetings will be on a time and materials basis, including travel time for meetings outside of San Diego County. Fee indicated below assumes up to four project team meetings. (Approximately 12 hours of project manager meeting and travel time)

Proposed Compensation

Fees listed for tasks 1, 2 and 4 will be considered Lump Sum based upon the attached rate schedule. NV5 will invoice monthly based upon the percentage complete on each task.

Fees listed for task 3 and 5 will be considered Time and Materials. NV5 will invoice these tasks by subtotal groupings based upon time spent on each task.

We propose to provide the foregoing services for up to the following fees, and City of Coachella agrees to compensate NV5 for such services as indicated below:

Breakdown of Total Fee

Task 1: Supplemental Survey	\$1,600.00
Task 2: Traffic Signal Design	\$9,575.00
Task 3: Dry Utility Coordination	\$3,300.00
Task 4: Special Provisions	\$4,200.00
Task 5: Meeting Time	\$2,340.00
RE Reimbursables Allowance	\$300.00
Tasks 1, 2 & 4 Lump Sum Fees	\$15,375.00
Tasks 3 & 5 Time & Materials Total Not to Exceed Budget	\$5,640.00
Reimbursables Allowance	\$300.00

The budgetary estimate for the above services is \$21,315.00, not to exceed without prior approval. Services do not include geotechnical services, signing and striping, traffic control plans, dry utility design (electrical, CATV, telephone), service cabinet wiring diagrams and circuitry, revisions to signal plans as a result of significant improvement plan changes, signal timing and turn-on, easement or right of way document or construction phase services.

Printing, postage, deliveries, mileage, record plans, and expenses for travel will be billed at actual cost plus 15%.

Please indicate your authorization of this work by signing in the space provided. Please email or fax a copy to us and return the original copy to our Palm Desert office. We anticipate that we will continue our work without interruption upon receipt of a signed copy of this proposal.


All terms of our original agreement with remain in place.

City of Coachella
226719-0000089.00
CO #2020-4
Grapefruit Blvd.
Coachella, CA
November 11, 2020
Page 4 of 5

Item 17.

We appreciate the opportunity to be of service to you. Please give us a call if you have any questions regarding this proposal at 760.341.3101.

Sincerely,

NV5, Inc.

Vickie Bridenstine, PE LEED AP
Engineering Manager


Carmen Kasner, PE
Regional Managing Director

Attachment: 2019 PW Rate Sheet

Accepted By:

Signature / Print Name

Date: _____

226719-0000089.00

All fees and other charges due NV5 will be billed every four weeks and shall be due at the time of billing. If Client fails to pay NV5 within thirty (30) days, Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client agrees to limit the liability of Consultant, its principals, employees and sub consultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to Consultant's fee. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

City of Coachella
Grapefruit Boulevard
2019 Prevailing Wage Charge Rates Schedule

Office:

Technical Services

Engineering Aide/Planning Aide	\$55.00/hour
Project Assistant	\$70.00/hour
Project Administrator	\$85.00/hour
CADD Technician I.....	\$90.00/hour
CADD Technician II.....	\$110.00/hour
CADD Technician III	\$115.00/hour
Senior CADD Technician/Designer	\$120.00/hour
Design Supervisor.....	\$130.00/hour

Professional

Junior Engineer/Planner/Surveyor.....	\$75.00/hour
Assistant Engineer/Planner/Surveyor.....	\$100.00/hour
Associate Engineer/Planner/Surveyor.....	\$115.00/hour
Senior Planner/Surveyor	\$130.00/hour
Manager.....	\$160.00/hour
Senior Engineer.....	\$150.00/hour
Associate.....	\$195.00/hour
Principal.....	\$210.00/hour

Field:

Construction Management

Junior Field Engineer.....	\$141.00/hour
Assistant Field Engineer.....	\$166.00/hour
Associate Field Engineer.....	\$183.00/hour
Senior Field Engineer	\$193.00/hour
Construction Manager	\$198.00/hour

Surveying

1-Person Survey Crew	\$140.00/hour
2-Person Survey Crew.....	\$240.00/hour
3-Person Survey Crew.....	\$280.00/hour
Survey Manager.....	\$160.00/hour

Expenses:

Plotting and In-house Reproduction	1.15 x Cost
Subsistence.....	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts.....	1.15 x Cost
Mileage - Outside local area.....	Per accepted IRS rate

Rates are effective through December 31, 2020. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$300.00 per hour. Rates based on "Prevailing Wage" for Construction Management and Surveying will be determined by Project and County per California law. Eff: 8.8.19

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
NV5**

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of October 2019 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 Sixth Street, Coachella, California 92236 (“City”) and NV5 with its principal place of business at, 42-829 Cook Street, Suite 104 Palm Desert, CA 92211 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the Grapefruit Boulevard Urban Greening Project No. ST-123 (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional surveying services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from October 9, 2019 to October 9, 2021, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and

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

3.2 Responsibilities of Consultant.

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

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

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

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

Vickie Bridenstine, PE LEED AP - Engineering Manager

3.2.5 City's Representative. The City hereby designates Jonathan D. Hoy, P.E. -City Engineer, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the

City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates John McCarthy PE, CFM-Principal, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

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

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

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

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall

stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Thirty Thousand Dollars (\$330,000.00)** without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

NV5
42-829 Cook Street, Suite 104
Palm Desert, CA 92211
Attn: Vickie Bridenstine, PE LEED AP - Engineering Manager

City:

City of Coachella
1515 Sixth Street
Coachella, CA 92236
Attn: Jonathan D. Hoy, P.E. – Engineering Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in

connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic

Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

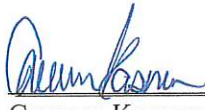
3.6 Subcontracting.

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

CITY OF COACHELLA


Q3 CONSULTING

By: 
Bill Pattison
City Manager

By: 
Carmen Kasner
Regional Managing Director

11/7/2019

APPROVED AS TO FORM:

By: 
Carlos Campos, City Attorney

11/6/2019
Date

ATTEST:

By: 
City Clerk
Deputy

11/7/2019
Date

EXHIBIT "A"

PROJECT UNDERSTANDING AND APPROACH

Phase 1 of the project includes research, information gathering, survey, coordination with the City staff and utility purveyors. Our first task will be to meet with City staff to determine if all the project's goals and objectives have been covered by our proposal. We will also use this time with staff to review possible design alternatives to reduce costs and improve safety and function, if any and further define the project limits and scope. We will determine the project schedule, with the City's concurrence, and begin gathering information and preparing the base mapping.

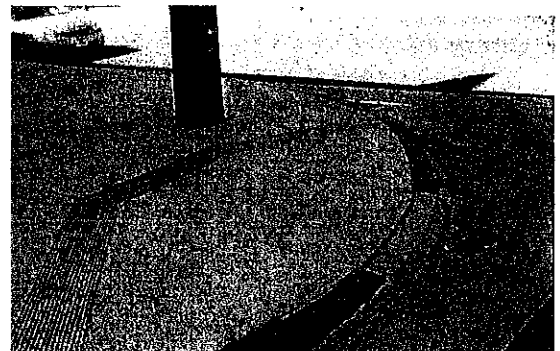
We will approach this project with the understanding that the key issues are as follow:

Create a safe, pleasant, artful and walkable route that connects the key assets and activity centers within the Pueblo Viejo Downtown District.

- Resulting improvement in pedestrian and bicycle safety (during and after construction)
- Safe traffic operations during construction
- Effective coordination with the City, business owners and utility purveyors
- Utility conflict identification and resolution
- Constructability
- Project costs
- Project schedule and completion
- Accessibility of the consultant
- Community relations

As part of this project, NV5 will create a comprehensive base map, which will include research of existing records, plans and data pertaining to the project site and environs. This will include reviewing all current Assessor's Parcel Maps, Parcel Maps, Records of Survey, Filed Maps, Right-of-way Maps and any other available maps or record drawings that affect the centerline and right-of-way. This information will be used to develop a base map for the improvement plans.

Upon notice to proceed we will conduct an aerial topographic survey for Grapefruit Boulevard between Leoco Lane and Ninth Street in the areas of proposed improvements. We will provide aerial topography for the project limits and include three hundred feet (300') beyond the project limits to the north and south and 50-feet beyond the right-of-way limits on each side of Grapefruit Boulevard. This will provide the photometrics to illustrate existing physical features within those limits. In addition to the aerial topography, we will survey cross-sections at all intersections with side streets within the right-of-way to acquire accurate data for design. Each intersection will be surveyed in detail in order to get the level of accuracy to ensure the proposed design of ADA ramps and sidewalks meet the current criteria.



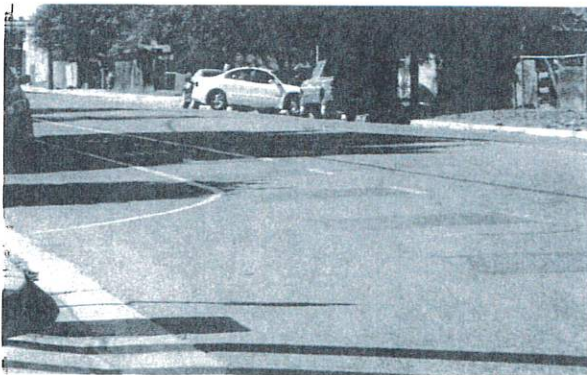
Upon notice to proceed, we will initiate our utility coordination and research for the project. All major utility purveyors will be contacted and requests made for all of their information regarding the location of above-ground and subsurface utilities. The information received from the utility companies identifying the size and location of their facilities will be plotted and added to our base map. Part of our field survey task will include locating visible utilities and other surface objects within the right-of-way.

Work Plan | 8

After completion of the above work, we will present the City with a comprehensive Planning/Engineering tool that will provide a clear, accurate document showing the current, existing physical and legal conditions of the roadway. We will use this base to overlay the proposed improvements including curb and gutter, Class II bike paths, bio swales and sidewalks. We will identify any areas that may be of concern, such as utility conflicts or local drainage issues. The geometric drawings showing the proposed improvements will be submitted to the City for approval prior to proceeding to subsequent phases of the project. A plant palette for all plants proposed to be included on the project will be submitted to the City. All proposed plants will comply with the Model Water Efficient Landscape Ordinance (MWELO). These preliminary drawings will provide a base for the preliminary landscape and streetscape design and will be submitted to the City for their review prior to finalizing the plans.

We assume that the environmental clearances for the project have already been obtained by the City. We will determine if any mitigation measures were identified during the environmental clearances will be required to bring the project impacts below a significant impact as indicated in a Mitigation, Monitoring, and Reporting Program (MMRP), if any.

Meetings with the City Staff, field reviews, coordination with utility purveyors, coordination with affected property owners, distributing information and soliciting feedback are all included in this first phase of the work.



Phase 2 of work will include the project design and development of the improvement plans, specifications and estimates. We will design roadway signage and striping to meet Caltrans Standards unless otherwise directed by the City. We will strategize with the city staff and utility owners to solve design issues, resolve potential utility conflicts and address public concerns that may arise prior to completed design.

The design for the flashing beacon will be finalized after the potholes are performed at the new beacon pole locations to verify the absence of utility conflicts.

We understand that those potholes will need to be drilled no less than the actual diameter of the proposed foundation of the poles and to the actual depth of the foundation.

The landscape plans and irrigations plans will be prepared in conjunction with the street improvement plans and submitted concurrently with those plans. Street furniture such as bike racks, benches, trash cans, shade structures and security lighting will be shown the plans.

Utility potholes will be performed at the design phase in order to confirm utility locations. Any coordination for utility relocations will occur during this phase and utility agreements will be initiated if necessary.

The plans, specifications and estimates will be submitted to the City for review at the 60%, 100% and final completion stage. Upon receipt and review of the City's comments, the review comments will be incorporated into the plans and they will be prepared to 100% completion. The preliminary Special Provisions of project specifications will be developed utilizing the Standard Specifications for Public Works Construction (latest edition), as well as a project Bid Schedule, which will be provided to the City for inclusion into the overall Project Specifications being compiled incorporating the City' boilerplate information. These items, along with a preliminary quantity and cost estimate based upon the Bid Schedule, will be submitted to the City for review and comment with the submittals of the plans.

Work Plan | 9

Meetings with the City Staff, field reviews, coordination with utility purveyors, coordination with affected property owners if required, distributing information and soliciting feedback are all included in this phase of the work.

Phase 3 of the project includes construction support for the project. We will attend the pre-bid meeting and will be available during the bidding process to answer questions regarding the project plans and specifications. Once a contractor has been selected, we will attend the pre-construction meeting in support of the City and be available to answer questions and respond to requests for information during the construction of the project. We will provide construction staking of all of the improvements included on the plans. When construction is complete, we will work with the contractor and the City to prepare record drawings of the project for submittal to the City.

WORK PLAN

Based upon our review of the City's Request for Proposal (RFP) and our review of the existing field conditions, we have prepared the following Scope of Work tasks that will be needed to complete and provide a project that meets the City's goals and expectations.

PHASE 1

RESEARCH, INFORMATION GATHERING, SURVEY, UTILITY RESEARCH AND PROJECT MANAGEMENT AND UNDERSTANDING

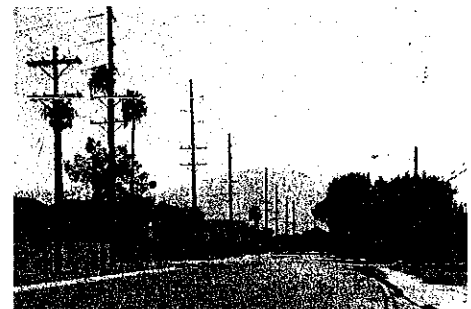
Task 1.1 Kickoff Meeting – The NV5 team will attend a kickoff meeting with the City staff to review the City's goals and expectations, the schedule, discuss possible design alternatives, if any, and further define the project limits and scope of work.

Task 1.2 Research Record Information – Obtain all record information that is available through the City of Coachella and Riverside County including right-of-way maps, parcel maps, dedication documents and others to establish the legal centerline and right-of-way for Grapefruit Boulevard.

Task 1.3 Utility Research – Prepare utility notifications for all dry and wet utilities in the vicinity of the project. NV5 will request record drawings and atlas information from the City of Coachella Sanitary District, Coachella Water Authority, Spectrum Cable, Imperial Irrigation District, Frontier Communications, and SoCal Gas for utilities in the area, the information, once received, will be incorporated into the base map.

Task 1.4 Survey Control – Research with Riverside County and local agencies will also be performed to obtain horizontal and vertical survey control data to establish horizontal and vertical control for the project. The survey crew will search for existing monuments of record to establish the centerline and right-of-way for to the portion of Grapefruit improvements within the project limits. This information is to be shown and plotted on the base map.

Task 1.5 Aerial Topography Survey – NV5's Unmanned Aerial Vehicle (UAV) staff will perform aerial flights using UAV Photogrammetry and Lidar to create the aerial topographic survey. The NV5 survey staff will set 5 (five) targets and provide horizontal and vertical control using NAD 83, California State Plane Coordinates Zone 6 and Local Vertical Datum. NV5 will deliver an overall hard-copy plot and a CD-ROM



Work Plan | 10

containing the Digital Terrain Model information used for the generation of topographical information, the contour information, planimetric detail, the tfw image limit files, orthophoto, TIFF images and .dwg image limits files which will allow us to bring the images into their proper coordinate position. The final delivery of digital information will be supplied in an AutoCAD CIVIL3D format. Aerial Topography will conform to US mapping standards.

Task 1.6 Supplemental Topographic Survey – A NV5 survey crew will perform a survey of the subject area utilizing a combination field surveying, utility locating, and aerial mapping operations. We will survey surface elevations and existing improvements, including:

- Visible above-ground utilities, including vaults, meters, freestanding equipment, manholes, and valves
- Drain inlets and outlets
- Fire hydrants, PIVs, and fire department connection(s)
- Fences, curbs and gutters
- Sidewalks, Handicap ramps
- Site light fixtures
- Power poles, guy wires, and power appurtenances

Task 1.7 Mapping – NV5 will compile all of the information obtained in the above tasks into a base map that will be utilized as a base for our concept design. We will map all of the record easements that are noted by record for the above-mentioned right-of-way. NV5 will map all existing utilities from observed evidence collected by the field survey and or evidence from plans requested by the surveyor and obtained from utility companies, or provided by client (with reference as to the sources of information). Aerial topography along with supplemental topography will be included in the base map.

Geometric Approval Drawings



Task 2.1 Conceptual Level Plans – Utilizing the base map and the aerial topography prepare conceptual level plans (30% level) of the project defining the proposed improvements for submittal to the City for review. Consideration will be given on how we can minimize impacts to the local businesses and provide a design that meets the City's objectives.

Task 2.2 Conceptual Design Meeting with the City – NV5 design team will meet with the City staff to review the concept plan and discuss any revisions, potential constraints either physical or financial and discuss possible solutions. Agreed upon revisions will be incorporated into the concept plan prior to continuing with the next phase of the project.

PHASE 2

PROJECT DESIGN AND IMPROVEMENT PLAN DEVELOPMENT

Task 3.1 Final Plans, Specifications and Estimates (PS&E) – NV5 will prepare plans for the proposed improvements utilizing the approved conceptual design. The plans will be prepared as plan and profile sheets at a scale of 1"=20'. The title sheet will include the City's standard notes and signature blocks. The plan package will include detail sheets and typical sections, a demolition plan, signing and striping as well as the street improvement designs. The plans will be submitted to the City for their review at 60% completions, 100% completion and Final approval. Final plans will be submitted on full size (24" x 36") mylar.

Work Plan | 11

Task 3.2 Coordination Meetings – The design team will meet with the City staff to review the project plans and status at the 60% and 100 % submittal milestones. The team will review the plan status and project schedule as well as the City's plan check comments.

Task 3.3 Flashing Beacon and LED Security Lighting Design – NV5 will prepare plans identifying the locations and proposed feeds for the flashing beacon and LED security lights. The plans will be based on the improvement plans and will be coordinated with all existing and proposed facilities.

Task 3.4 Utility Potholing – We will coordinate utility potholing prior to final design for utilities where a conflict may be an issue due to the proposed improvements. The locations of the flashing beacons, will be potholed the approximate diameter and depth of the proposed foundation/footing to identify any potential conflicts. Water mains where anticipated tie-ins for water meters for irrigation improvements and water fountain improvements will be potholed as needed. Gas mains or other below ground utilities will be potholed to verify horizontal and vertical locations.

Task 3.5 Coordination with Imperial Irrigation District (IID) – We will coordinate with IID regarding the point of service location for electrical supply of flashing beacons. Any pole relocations required will be per IID design. We are assuming that IID will provide the down feed and conduit plan to the beacon light locations.

Task 3.6 Final Signing and Striping Plans – We will prepare signing and striping plans for the project improvements including transitions as needed on the north and south ends of the project. The plans will be prepared at a scale of 1"=20' to match the street improvement plans. The plans will be prepared in planview only with stacked viewports and based upon Caltrans MUTCD.



Task 3.7 Specifications – We will prepare the project technical specifications for the proposed improvements for City review with the 100% and Final plan submittals. Specifications shall be prepared in Microsoft Word and shall conform to the Special Provisions Guide for use in the Standard Specifications for Public Works Construction and shall include the bid schedule indicating measurement and payment for bid items for the project. The City will provide the front-end bid documents, contract and general provisions.

Task 3.8 Engineer's Estimate of Probable Costs – We will provide an engineer's estimate of probable costs with and submit with the 100% and final plan submittal. The estimate shall be prepared in Microsoft Excel and reflect items shown on the bid schedule provided as part of the specifications including sufficient bid items as reflected on the improvement plans for contactors to properly bid on the scope of work. As part of this task we will prepare a schedule indicating probable construction duration in calendar days to submit to the City for their use in communication with the potential bidders.

LANDSCAPE DESIGN

Task 4.1 Project Coordination and Communication – NV5's subconsultant RLA will perform general project coordination such as site visits, phone calls, emails, etc. in order to make sure the project design decisions are communicated to the City and the design team.

Task 4.2 Base Maps and Planting Palette – RLA shall use NV5's base CAD files to create the Landscape Base Sheets required for the Preliminary Landscape Plans, Landscape Construction Plans and Irrigation Plans. RLA will also prepare a planting palette for the project which reflects the plants indicated in the RFP as well as other drought tolerant plants which meet the requirements of the Model Water Efficient Landscape Ordinance (MWELO) requirements. The plant palette will include the proposed species and sizes to be utilized on the project. (We understand that no trees may exceed 15 gallons in size in the initial planting.) The plant palette will be submitted to the City for their review prior to proceeding with the preliminary landscape design.

Work Plan | 12

Task 4.3 Preliminary Landscape/Construction Plans – RLA will prepare a preliminary landscape plan on the base maps prepared as part of the previous task. The plan shall locate, size and identify all trees, shrubs and ground covers. Propose drinking fountains (4), trash cans (10), shade structures (4), benches (10) and bike racks (4) will be located on the plan. This plan will be submitted to the City and project team for review and preliminary approval.

Task 4.4 Final Construction Plans for Street Furniture – This plan will call-out and locate site amenities based upon the review and comments received from the project team and the City. The specifications for the installation of the amenities as described in the previous task will be per the manufacturer and/or suppliers.

Task 4.5 Final Landscape Plans – The final landscape plan will be based upon the review and comments received from the project team and City on the preliminary landscape plan. The plans will be submitted along with the irrigation plans to the City and the Coachella Water Authority for review and approval. The plans will include details and specifications required to install the landscape improvements, a title sheet with project information and an opinion of probable costs for the proposed landscape improvements.

Task 4.6 Irrigation Plans – The irrigation plan will be prepared to accompany the final landscape plans for submittal. The plan will specify all piping materials and sizes, emitters, valves, water meter locations and sizes required to irrigate the proposed and existing (if any) plant material. RLA will provide water calculations, flow requirements and equipment sizing as required.

Task 4.7 Processing Landscape and Irrigation Plans – Processing of the construction documents, landscape and irrigation plans will be done with the Water district and the City for final approval. Minor corrections to the plans after review by the agencies included under this task. It is assumed that no more than two submittals will be required before the plans are approved for construction.

PHASE 3

CONSTRUCTION SUPPORT

Task 5.1 Pre-Bid Requests for Information (RFIs) – We will respond to RFIs during the bidding process relating to our plans and specifications. We have assumed up to ten (10) pre-bid RFIs. We will provide documentation of our responses to the RFIs and submit them to the City for reference.

Task 5.2 Temporary Markings – We will provide temporary markings depicting the limits of construction prior to the pre-construction meeting.

Task 5.3 Pre-Construction Meeting – We will attend a pre-construction meeting with the City and the selected contractor. NV5 staff will include members of the design team and construction survey team. We will be prepared to answer any questions regarding the plans and specifications and we will be available to coordinate schedule of construction staking. Discussions will include staking request protocol and lead times.

Task 5.4 Construction Staking – NV5 will provide office calculations and one set of stakes for the following tasks.

- Curb and Gutter along the easterly side along with the handicap ramps on the westerly side of Grapefruit Boulevard and the southerly side of 9th street. Stake will be set at 25' intervals and graded to top of curb or finish surface. Cut sheets shall be provided to the client.
- Curb and Gutter for the proposed median along the center of Grapefruit Boulevard. Stake will be set at 25' intervals and graded to top of curb and invert of pipe in Bio Swale. Cut sheets shall be provided to the client.
- Stake locations of Beacon lights and lighted Bollards. Cut Sheets shall be provided.

Work Plan | 13

Task 5.5 Construction RFIs – We will respond to Construction staff and/or Contractor RFIs during the project construction as it relates to clarification of technical design issues that may come up during construction. We have assumed up to ten (10) construction RFIs. We will provide documentation of our responses to the RFIs and submit them to the City for reference.

Task 5.6 Site Observation and Quality Control Landscape Improvements – During construction observe, recommend, clarify and provide “filed reports” for the duration of the construction installation, not to exceed fifteen (15) site visits (3 visits per week +/-). Field reports shall indicate construction activities/progress, on-site equipment/personnel and weather conditions. Additional days shall be billed at \$250.00 per visit/report as requested by the client.

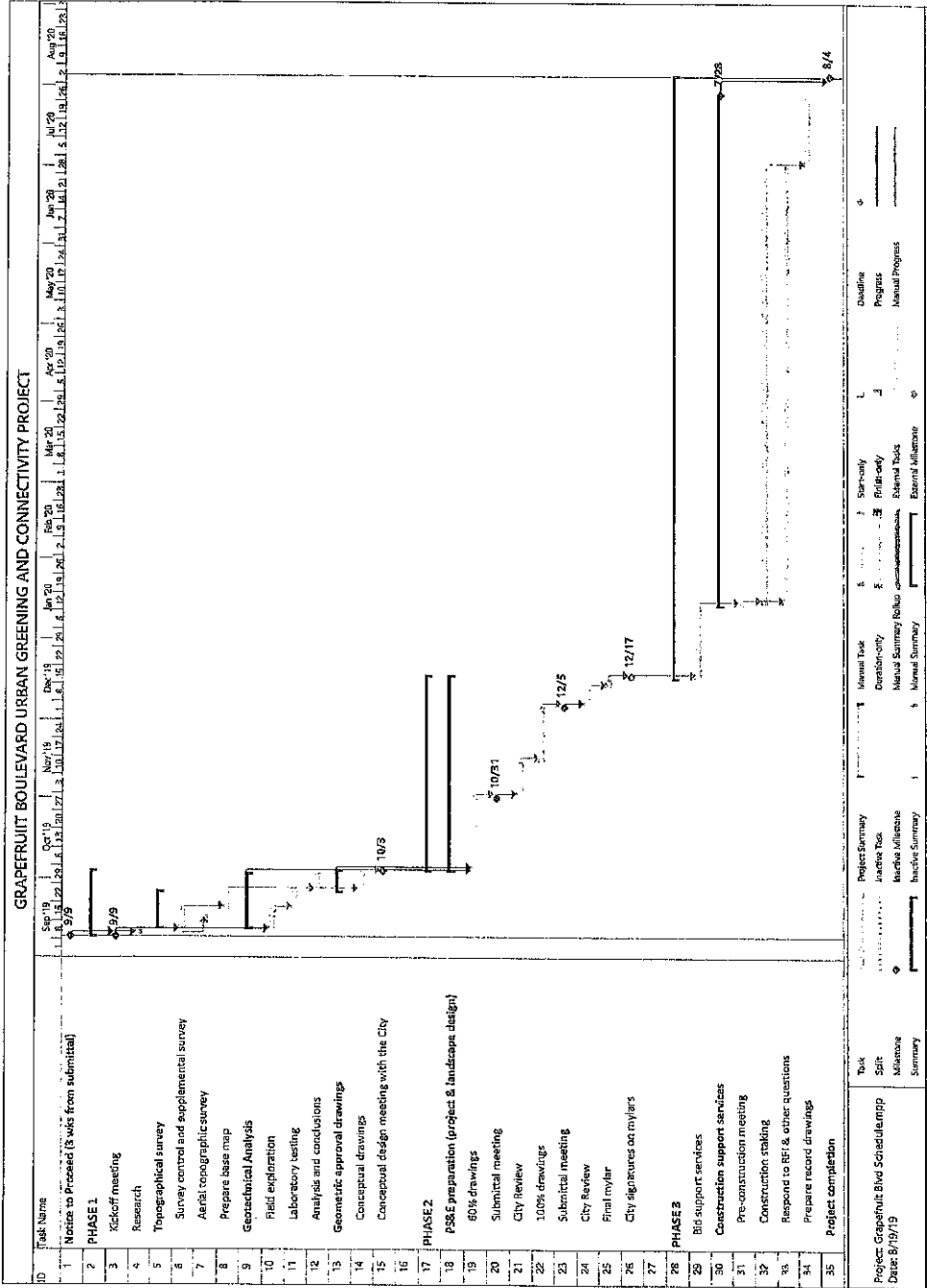
Task 5.7 Prepare Record Drawings – We will prepare a set of Mylar “Record Drawings” reflecting as-built conditions based upon red-line copies of the plans from the contractor and City inspector upon the project completion.

ASSUMPTIONS

- City already has the environmental clearances for this project.
- No additional right-of-way will be needed
- Record maps for existing right-of-ways are available for our use
- No fee encroachment permits will be required in order to accomplish our work including survey tasks

EXCLUSIONS

- CEQA documentation
- Geotechnical and pavement design services
- Community outreach services
- Hydrology/hydraulics calculations or reports
- Any task not included is excluded



Grandfruit Boulevard Urban Greening Design Fees
 Discipline: 1 = CM; 2 = Survey; 3 = Geotechnical; 4 = Landscape; 5 = Utility; 6 = CM.
 Construction Estimate - 1 inch scale

Task No.	Personnel	Manager	Associate Engineer	Assistant Engineer	CM/II	CM/III	Technician II	Technician III	Landscape Architect	Designer	Region Survey Crew	Region Survey Crew	UAV Pilot	Project Assistant	Total Staff Hrs	Labor Cost	Direct Costs	Total Costs	Remaining
1. RESEARCH AND SURVEY																			
1.1	6	0	0	0	0	0	0	0	0	0	0	0	0	0	16	\$1,880	\$0	\$1,880	\$0
1.2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
1.3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
1.4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
1.5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
1.6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
1.7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2. DESIGN AND CONSTRUCTION ADMINISTRATION																			
2.1 Conceptual Land Survey																			
2.1.1	60	0	0	0	0	0	0	0	0	0	0	0	0	0	140	\$16,560	\$0	\$16,560	\$0
2.2 Conceptual Design Mapping																			
2.2.1	6	0	0	0	0	0	0	0	0	0	0	0	0	0	6	\$660	\$0	\$660	\$0
2.3 Project Management																			
2.3.1	8	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$880	\$0	\$880	\$0
3. PROJECT DESIGN & CONSTRUCTION ADMINISTRATION																			
3.1 Final Plans																			
3.1.1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.8	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.9	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.10	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.11	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.12	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.13	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.14	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.15	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.16	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.17	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.18	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.19	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.20	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.21	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.22	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.23	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.24	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.25	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.26	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.27	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.28	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.29	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.30	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.31	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.32	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.33	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.34	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.35	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.36	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.37	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.38	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.39	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.40	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.41	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.42	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.43	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.44	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.45	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.46	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.47	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.48	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.49	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.50	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.51	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.52	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.53	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.54	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.55	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.56	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.57	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.58	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.59	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.60	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.61	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.62	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.63	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.64	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.65	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.66	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$110	\$0	\$110	\$0
3.1.67																			

NV5, INC.

City of Coachella Grapefruit Boulevard

2019 Prevailing Wage Charge Rates Schedule

Office:

Technical Services

Engineering Aide/Planning Aide.....	\$55.00/hour
Project Assistant.....	\$70.00/hour
Project Administrator.....	\$85.00/hour
CADD Technician I.....	\$90.00/hour
CADD Technician II.....	\$110.00/hour
CADD Technician III.....	\$115.00/hour
Senior CADD Technician/Designer.....	\$120.00/hour
Design Supervisor.....	\$130.00/hour

Professional

Junior Engineer/Planner/Surveyor.....	\$75.00/hour
Assistant Engineer/Planner/Surveyor.....	\$100.00/hour
Associate Engineer/Planner/Surveyor.....	\$115.00/hour
Senior Planner/Surveyor.....	\$130.00/hour
Manager.....	\$160.00/hour
Senior Engineer.....	\$150.00/hour
Associate.....	\$195.00/hour
Principal.....	\$210.00/hour

Field:

Construction Management

Junior Field Engineer.....	\$141.00/hour
Assistant Field Engineer.....	\$166.00/hour
Associate Field Engineer.....	\$183.00/hour
Senior Field Engineer.....	\$193.00/hour
Construction Manager.....	\$198.00/hour

Surveying

1-Person Survey Crew.....	\$140.00/hour
2-Person Survey Crew.....	\$240.00/hour
3-Person Survey Crew.....	\$280.00/hour
Survey Manager.....	\$160.00/hour

Expenses:

Plotting and In-house Reproduction.....	1.15 x Cost
Subsistence.....	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts..	1.15 x Cost
Mileage - Outside local area.....	Per accepted IRS rate

Rates are effective through December 31, 2019. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$300.00 per hour. Rates based on "Prevailing Wage" for Construction Management and Surveying will be determined by Project and County per California law.



STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

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

SUBJECT: Professional Services Agreement with ATLAS in an amount of \$15,750 to provide Geotechnical Investigation for Fire Station Expansion #79 – City Project F-7.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a Professional Services Agreement with ATLAS in an amount of \$15,750 to provide Geotechnical Investigation for Fire Station Expansion #79 - City Project F-7.

BACKGROUND:

The City of Coachella is planning to rehabilitate and expand Fire Station #79, located on the northwest corner of Sixth Street and Palm Ave. The existing fire station is approximately 9000+ square feet and was constructed around 1975. The project will include at minimum; updating the facility to meet current standards; providing separate showers for men and women; modifying the living area, barracks, gym, offices, meeting rooms and apparatus bay; and upgrading the emergency generator and electrical system.

DISCUSSION/ANALYSIS:

On January 28th, 2020, the City of Coachella received proposals from Geotechnical Engineering Companies to provide On-Call geotechnical and materials testing services. ATLAS Engineering was selected as a preferred on-call consultant as a result of that Request for Professional Services.

On July 31st, 2019, the City Council entered into an agreement with ProWest/Cannon Design for the execution of investigation and design services described on stated agreement. Staff is now requesting the services for geotechnical investigation that are required for the expansion of the fire station, consultant services will assess existing conditions of the site and provide geotechnical information to be used in the project.

FISCAL IMPACT:

The required professional services work, totaling **\$15,750** for geotechnical services, will be appropriated from Development Impact Fees collected for fire protection services (FUND 130). The funds will be transferred from Fund 130 to the City's CIP Fund (182) and appropriated for the project expenditures in fund 182. The total professional services contract shall have a total authorized amount of \$15,790.

ATTACHMENT(S):

1. Budget Estimate for geotechnical engineering services



6280 Riverdale Street
San Diego, CA 92120
(877) 215-4321 | oneatlas.com

November 4, 2020
Proposal No. 20-21660

MR. ANDREW SIMMONS, P.E.
CITY ENGINEER
CITY OF COACHELLA
53990 ENTERPRISE WAY
COACHELLA, CALIFORNIA 92236

SUBJECT: Budget Estimate for Geotechnical Investigation
Fire Station Expansion
1377 6th Street, Coachella, California

Dear Mr. Simmons:

In accordance with your request, Atlas Technical Consultants LLC (Atlas) is pleased to present this budget estimate to provide a geotechnical investigation for the subject project. We understand the project will consist of the design and construction of an addition to the existing Coachella Fire Station located at 1377 6th Street in Coachella, California. The project is overseen by the City of Coachella. In developing this proposal, we reviewed project documents, aerial imagery, and readily available geologic literature for the site.

SCOPE OF WORK

Our scope of work will consist of performing a geotechnical investigation to assess existing conditions at the site and provide geotechnical information to be used in project design. Specifically, our services will consist of:

- Coordinating site access with you and City of Coachella personnel
- Marking proposed boring location for DigAlert purposes
- Clearing the proposed boring locations of potential subsurface conflicts with a private utility locator
- Drilling one boring using a truck-mounted hollow-stem auger drill rig within the existing landscape area near the proposed addition. The boring will be drilled to depth of approximately 50 feet below grade, or refusal
- An Atlas engineer will log and sample the subgrade materials encountered in the boring for examination and laboratory testing
- Backfilling the boring in accordance with regulatory requirements and drill cutting generated during the fieldwork will be placed in drums and left on site pending disposal by others

- Performing laboratory testing to assess grain size, moisture content, and relevant engineering properties
- Engineering analysis to provide geotechnical recommendations

The results of the field and laboratory programs will be evaluated to develop conclusions and recommendations regarding:

- Subsurface conditions beneath the site, including groundwater levels if encountered
- Site preparation and grading
- Excavation characteristics
- Backfill placement and compaction
- Support for concrete flatwork
- Foundation recommendations
- Soil corrosivity

Results of the investigation will be summarized in a written report complete with field and laboratory data. An electronic copy of the report will be submitted.

We understand that an environmental investigation and remediation activities were conducted at the project site between 1986 and 2004 due to an unauthorized release of petroleum hydrocarbons from a former underground storage tank into soil and groundwater. The project site was issued a “no further action required” letter in 2004 by the County of Riverside Department of Environmental Health. The scope and fee presented in this proposal does not include the assessment, handling, storage, or management of potentially hazardous waste. Cuttings generated during our field work will be placed in 55-gallon drums and left on site pending disposal by others.

COST INFORMATION

We will provide the outlined scope of work for a lump-sum fee of **\$15,750**. The attached Budget Estimate Summary presents a breakdown of our fee. If site specific seismic design criteria in accordance with 2019 CBC is required, Atlas will provide that service for an additional \$2,200. Our fee is based on our existing On-Call Service Agreement with the City of Coachella and the understanding that this project is subject to prevailing wage law. All subsequent communications with your consultants, contractors, or governmental agencies will be charged in accordance with the attached fee schedule.

SCHEDULE

We will begin our investigation immediately upon receipt of notice to proceed. We will coordinate site access, mark the boring locations, and notify Underground Service Alert (USA) within one week of receipt of Notice to Proceed. USA requires 48 hours’ notice before excavation can start. We anticipate that the field work can be completed within two weeks of obtaining site access.

Laboratory testing can be finished within two weeks of completing the field work. The report can be submitted within two weeks of completing the laboratory testing.

AUTHORIZATION

This proposal is valid for 90 days. Atlas will accept authorization to proceed upon approval of this proposal with your notice and will proceed with the field and laboratory testing with a signed contractual instrument.

CLOSURE

We appreciate the opportunity to prepare this proposal and look forward to working with you on this project. If you have any questions, please contact our office at (619) 280-4321.

Respectfully submitted,
ATLAS TECHNICAL CONSULTANTS LLC



Douglas A. Skinner, PG, CEG
Senior Geologist



Daniel Marino
Senior Client Services Manager

DAS:DM:af

Attachment: Budget Estimate Summary

Distribution: Addressee via email at asimmons@coachella.org

Project Coachella Fire Station Expansion
 Client City of Coachella
 Budget Summary/Cost Estimate Table

Atlas Proposal No. 20-21660
 November 4, 2020
 City of Coachella OCSA

BUDGET ESTIMATE SUMMARY GEOTECHNICAL INVESTIGATION

	Estimated Hours/Unit		Rate/Unit	Total Cost
FIELD INVESTIGATION - 1 boring up to 50 feet				\$7,932.00
Field Coordination Mark Out, Project Manager	6 hours	@	\$128.00 /hour	\$768.00
DEH Boring Permit Fee	1 each	@	\$200.00 /permit	\$200.00
DEH Permit Application, Staff Geologist	2 hours	@	\$106.00 /hour	\$212.00
Logging and Sampling, Staff Geologist	12 hours	@	\$106.00 /hour	\$1,272.00
Hollow-Stem Auger Drill Rig	1 day	@	\$3,840.00 /day	\$3,840.00
Borehole Clearance Mob	1 mob	@	\$275.00 /each	\$275.00
Borehole Clearance	6 hours	@	\$215.00 /each	\$1,290.00
Backfill Supplies	1 boring	@	\$75.00 /boring	\$75.00
LABORATORY TESTING				\$1,962.00
Moisture & Density Rings	6 tests	@	\$35.00 /test	\$210.00
Sieve Analysis	4 tests	@	\$90.00 /test	\$360.00
Atterberg Limits	4 tests	@	\$127.00 /test	\$508.00
Direct Shear	2 tests	@	\$260.00 /test	\$520.00
Expansion Index	1 test	@	\$177.00 /test	\$177.00
Corrosivity (Sulfates, Chlorides, pH, Resistivity)	1 test	@	\$187.00 /test	\$187.00
ANALYSIS AND REPORT PREPARATION				\$5,856.00
Staff Professional, Report	20 hours	@	\$106.00 /hour	\$2,120.00
Senior Professional, Report	18 hours	@	\$155.00 /hour	\$2,790.00
Principal Professional, Report	2 hours	@	\$180.00 /hour	\$360.00
Drafter	6 hours	@	\$77.00 /hour	\$462.00
Administrative Assistant	2 hours	@	\$62.00 /hour	\$124.00
TOTAL FOR GEOTECHNICAL INVESTIGATION				\$15,750.00



STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

FROM: Best, Best & Krieger LLP, General Counsel

SUBJECT: A resolution readopting the temporary suspension of service turnoffs during the COVID-19 State of Emergency through January 15, 2021.

STAFF RECOMMENDATION:

Consideration and adoption of Resolution WA-2020-10 Readopting the Temporary Suspension of Service Turnoffs During the COVID-19 State of Emergency Through **January 15, 2021.**

DISCUSSION/ANALYSIS:

On March 25, 2020, the Authority adopted Resolution WA-2020-04 which directed the Executive Director to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment, at least through June 1, 2020.

On May 28, 2020 the Executive Director issued an Executive Order extending the Temporary Suspension through June 30, 2020, finding that residents continue to experience economic hardship as a result of COVID-19.

On June 10, 2020, the Board of Directors adopted Resolution WA-2020-07, which ratified the May 28, 2020 Executive Order and extended the Temporary Suspension through June 30, 2020. On June 24, 2020, the Board of Directors again extended the Temporary Suspension through July 31, 2020 by adopting Resolution No. WA-2020-08. On July 29, 2020 the Executive Director adopted an Executive Order extending the Temporary Suspension for an additional two months through September 30, 2020. The Board of Directors ratified this July 29, 2020 Executive Order on August 7, 2020. The prior Resolutions authorize the Board of Directors or Executive Director to further modify, supersede, or rescind the extended Suspension Period.

The temporary suspension period expired on September 30, 2020. The proposed Resolution would readopt the same protections found in Resolution WA-2020-04 and reinstate the Temporary Suspension **through January 15, 2021.**

From now until the extension lapses on January 15, 2021, the Board of Directors and Executive Director will continue to monitor the situation and may rescinded, modify, or further extend the Temporary Suspension as necessary.

ALTERNATIVES:

1. Do not adopt Resolution WA-2020-10.
2. Provide additional direction.

FISCAL IMPACT:

None Anticipated.

ATTACHMENT:

1. Resolution WA-2020-10.

**ORDER OF THE EXECUTIVE DIRECTOR OF THE
COACHELLA WATER AUTHORITY**

DATE OF ORDER: November 12, 2020

**AN ORDER OF THE EXECUTIVE DIRECTOR OF THE COACHELLA
WATER AUTHORITY DECLARING A TEMPORARY SUSPENSION OF
SERVICE TURNOFFS DURING THE COVID-19 STATE OF
EMERGENCY.**

WHEREAS, the Coachella Water Authority (“Authority”) adopted Ordinance 1057, Section 3. Chapter 13.03- *Water Service System* establishing requirements for the provision of water service including billing, payment, interest, late penalties, and shut off processing; and

WHEREAS, beginning in March 2020, federal, state, county and local governments began declaring states of emergency to increase efforts to protect the public from the novel coronavirus (“COVID-19”). In addition, school districts have maintained distance learning since that time; and

WHEREAS, many customers face issues such as their children’s schools being closed and their workplaces being closed or going out of business. These affected customers may not have access to paid time off from their employers, are contract workers who only get paid when they work and they cannot work remotely, or have lost their jobs. Even a few lost days of wages due to the effects of COVID-19 could mean not being able to buy food, pay rent, or pay utilities; and

WHEREAS, Government Code Section 8634 provides that during a local emergency the governing body of a political subdivision, such as the Authority, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property.

WHEREAS, to help mitigate negative financial impacts, the Authority Board of Directors adopted Resolution WA-2020-04 on March 25, 2020 directing the Executive Director, or his/her designees, to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment. Resolution WA-2020-04 is attached hereto as **Attachment “1”**; and

WHEREAS, Resolution WA-2020-04 further directs the Executive Director to take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment as of March 25, 2020; and

WHEREAS, the Temporary Suspension shall only apply to residential retail customers of the Authority and shall only apply to service termination due to non-payment; and

WHEREAS, on May 28, 2020, pursuant to authority granted by Resolution WA-2020-04, the Executive Director adopted an Executive Order extending the Temporary Suspension through

June 30, 2020. The May 28, 2020 Executive Order is attached hereto and incorporated herewith as **Attachment “2”**; and

WHEREAS, on June 10, 2020, the Board of Directors adopted Resolution No. WA-2020-07, which ratified the May 28, 2020 Executive Order and formally adopted the Temporary Suspension extension through June 30, 2020. Resolution WA-2020-07 is attached hereto and incorporated herewith as **Attachment “3”**; and

WHEREAS, on June 24, 2020, the Board of Directors adopted Resolution No. WA-2020-07, which extended the Temporary Suspension through July 31, 2020. Resolution WA-2020-07 is attached hereto and incorporated herein as **Attachment “4”**; and

WHEREAS, on July 29, 2020, the Executive Director adopted an Executive Order extending the Temporary Suspension through September 30, 2020. The July 29, 2020 Executive Order is attached hereto and incorporated herewith as **Attachment “5”**; and

WHEREAS, on August 7, 2020, the Board of Directors adopted Resolution No. WA-2020-09, which ratified the July 29, 2020 Executive Order and extended the Temporary Suspension through September 30, 2020. Resolution WA-2020-09 is attached hereto and incorporated herewith as **Attachment “6”**; and

WHEREAS, the Temporary Suspension expired on September 30, 2020; and

WHEREAS, the COVID-19 pandemic and all of its impacts on public health, the economy, and the community at large continue to be felt by the citizens of Coachella. The Recitals above continue to describe the current situation and the support the need to reapprove and readopt the provisions of Resolution WA-2020-4 and reestablish a Temporary Suspension on any action, which would result in the termination of service to any residential retail customer due to nonpayment; and

WHEREAS, pursuant to Government Code section 8634, the Authority has given the Executive Director the ability to promulgate orders regarding the Temporary Suspension and Suspension Period; and

WHEREAS, the Executive Director hereby finds that all provisions set forth in Resolution WA-2020-04 should be reapproved and readopted, including adoption of a Temporary Suspension and Suspension Period that will continue through January 15, 2021, unless he, or the Board of Directors, later finds that the extended Suspension Period should be modified, superseded, or rescinded.

NOW, THEREFORE, BE IT ORDERED,

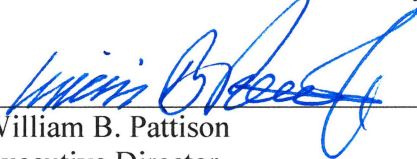
Section 1. Incorporation of Recitals and Attachments. The recitals and Attachment “1” (Resolution WA-2020-04), Attachment “2” (May 28, 2020 Executive Order), Attachment “3” (Resolution WA-2020-07), Attachment “4” (Resolution WA-2020-08), Attachment “5” (July 29, 2020 Executive Order), and Attachment “6” (Resolution WA-2020-09) to this Order are true and

correct and this Authority so finds, determines and represents. Said recitals are incorporated herein and made a part of this Order.

Section 2. Temporary Suspension and Suspension Period. Based on the authority set forth in Government Code section 8634, the Executive Director finds that the provisions set forth in Resolution WA-2020-04 shall be reapproved and readopted, the Temporary Suspension shall be reinstated, and Suspension Period shall continue **through January 15, 2021**. This Suspension Period may be modified, superseded, or rescinded by the Board of Directors or Executive Director.

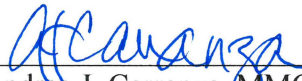
Section 3. Severability. If any section, subsection, clause or phrase in this Order is for any reason held invalid, the validity of the remainder of this Order shall not be affected thereby. The Executive Director hereby declares that he would have adopted this Order and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

IT IS SO ORDERED this 12th day of November 2020.




William B. Pattison
Executive Director

ATTEST:



Andrea J. Carranza, MMC
Deputy Secretary of the Coachella Water Authority

APPROVED AS TO FORM:



Carlos Campos, Attorney

ATTACHMENT “1”
RESOLUTION WA-2020-04

RESOLUTION NO. WA-2020-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA WATER AUTHORITY, CALIFORNIA, DECLARING A TEMPORARY SUSPENSION OF SERVICE TURNOFFS DURING THE COVID-19 STATE OF EMERGENCY

WHEREAS, the Coachella Water Authority (“Authority”) adopted Ordinance 1057, Section 3. Chapter 13.03- Water Service System establishing requirements for the provision of water service including billing, payment, interest, late penalties, and shut off processing; and

WHEREAS, in recent weeks, federal, state, county and local governments have declared states of emergency to increase efforts to protect the public from the novel coronavirus (“COVID-19”). In addition, a number of school districts have announced closures which may be in effect for a number of weeks; and

WHEREAS, many customers face issues such as their children’s schools, or their workplaces, closing in an effort to stop the virus from spreading. These affected customers may not have access to paid time off from their employers or are contract workers who only get paid when they work and they cannot work remotely. Even a few lost days of wages due to the effects of COVID-19 could mean not being able to buy food, pay rent, or pay utilities; and

WHEREAS, Government Code Section 8634 provides that during a local emergency the governing body of a political subdivision, such as the Authority, may promulgate orders and regulations necessary to provide for the protection of life and property. Such orders and regulations, and amendments and rescissions thereof, must be in writing and must be given publicity and notice; and

WHEREAS, to help mitigate the negative impacts on those who may suffer a loss of wages due to efforts to slow the spread of COVID-19, the Board desires to take action to direct the Executive Director, or his/her designees, to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment.

NOW, THEREFORE, BE IT RESOLVED,

Section 1. Incorporation of Recitals. The recitals in this Resolution are true and correct and this Authority so finds, determines and represents. Said recitals are incorporated herein and made a part of this Resolution.

Section 2. Temporary Suspension. The Board hereby authorizes, and otherwise directs, the Executive Director refrain from taking any action, which would result in the termination of service to any residential retail customer due to nonpayment (“Temporary Suspension”). As a result, the Executive Director shall take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment now. The terms and conditions of the Temporary Suspension shall be

established and implemented as determined in the Executive Director's reasonable discretion and in accordance with this Resolution.

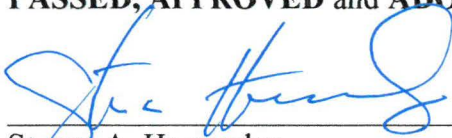
Section 3. Eligible Customers. The Temporary Suspension shall only apply to residential retail customers of the Authority. In addition, the Temporary Suspension shall only apply to service termination due to non-payment. The Executive Director will continue to have the authority to proceed with service termination for any other reason including, but not limited to, the theft of water or interference with Authority facilities.

Section 4. Suspension Period. The Temporary Suspension shall commence on the effective date of this Resolution and shall expire on June 1, 2020 ("Suspension Period"). The Suspension Period may be extended, or otherwise revised, by the Executive Director from time to time, as determined in the Executive Director's reasonable discretion.

Section 5. Report to the Board. The Executive Director shall provide updates to the Board at least as frequently as each Board meeting following the effective date of this Resolution. Said updates shall include information regarding: (a) establishment and implementation of the Temporary Suspension; (b) extensions or revisions to the Suspension Period; (c) the number of qualified customers; and (d) and any other information regarding how this Resolution is being implemented.

Section 6. If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

PASSED, APPROVED and ADOPTED this 25th day of March 2020.



 Steven A. Hernandez
 President

ATTEST:



 Angela M. Zepeda, Secretary

APPROVED AS TO FORM:



Carlos Campos, Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. WA-2020-04 was duly adopted by the Board of Directors of the Coachella Water Authority at a regular meeting thereof, held on the 25th day of March 2020, by the following vote of the Board:

AYES: Authority Member Bautista, Authority Member Beaman Jacinto, Vice President Martinez and President Hernandez.

NOES: None.

ABSENT: Authority Member Gonzalez.

ABSTAIN: None.



Andrea J. Carranza, MMC
Deputy City Clerk

ATTACHMENT “2”
MAY 28, 2020 EXECUTIVE ORDER

**ORDER OF THE EXECUTIVE DIRECTOR OF THE
COACHELLA WATER AUTHORITY**

DATE OF ORDER: MAY 28, 2020

**AN ORDER OF THE EXECUTIVE DIRECTOR OF THE COACHELLA
WATER AUTHORITY DECLARING AN EXTENSION OF THE
TEMPORARY SUSPENSION OF SERVICE TURNOFFS DURING THE
COVID-19 STATE OF EMERGENCY.**

WHEREAS, the Coachella Water Authority (“Authority”) adopted Ordinance 1057, Section 3. Chapter 13.03- *Water Service System* establishing requirements for the provision of water service including billing, payment, interest, late penalties, and shut off processing; and

WHEREAS, in the past ten weeks, federal, state, county and local governments have declared states of emergency to increase efforts to protect the public from the novel coronavirus (“COVID-19”). In addition, a number of school districts have announced closures which may be in effect for a number of weeks; and

WHEREAS, many customers face issues such as their children’s schools, or their workplaces, closing in an effort to stop the virus from spreading. These affected customers may not have access to paid time off from their employers or are contract workers who only get paid when they work and they cannot work remotely. Even a few lost days of wages due to the effects of COVID-19 could mean not being able to buy food, pay rent, or pay utilities; and

WHEREAS, Government Code Section 8634 provides that during a local emergency the governing body of a political subdivision, such as the Authority, may promulgate orders and regulations necessary to provide for the protection of life and property. Such orders and regulations, and amendments and rescissions thereof, must be in writing and must be given publicity and notice; and

WHEREAS, to help mitigate the negative impacts on those who may suffer a loss of wages due to efforts to slow the spread of COVID-19, the Authority Board of Directors adopted Resolution WA-2020-04 on March 25, 2020 directing the Executive Director, or his/her designees, to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment. Resolution WA-2020-04 is attached hereto as **Attachment “1”**; and

WHEREAS, Resolution WA-2020-04 further directs the Executive Director to take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment as of March 25, 2020; and

WHEREAS, the Temporary Suspension shall only apply to residential retail customers of the Authority and shall only apply to service termination due to non-payment; and

WHEREAS, the Temporary Suspension is set to expire on June 1, 2020, but Resolution Section 4 *Suspension Period* provides that the Executive Director may extend, or otherwise revise, the Suspension Period from time to time, as determined in the Executive Director's reasonable discretion; and

WHEREAS, the COVID-19 pandemic and all of its impacts on public health, the economy, and the community at large continue to be felt by the citizens of Coachella. The Recitals above continue to describe the current situation and the support the need to extend the Suspension Period; and

WHEREAS, the Executive Director finds that the Suspension Period shall be extended through June 30, 2020, unless he/she later finds that the extended Suspension Period should be modified, superseded, or rescinded.

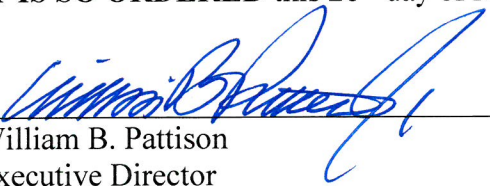
NOW, THEREFORE, BE IT ORDERED,

Section 1. Incorporation of Recitals and Attachment. The recitals and Attachment "1" (Resolution WA-2020-04) to this Order are true and correct and this Authority so finds, determines and represents. Said recitals are incorporated herein and made a part of this Order. Resolution WA-2020-04 shall remain in full force and effect, the only modification being the Suspension Period Extension described in Section 2 of this Order, below.

Section 2. Suspension Period Extension. Based on the Authority set forth in Resolution WA-2020-04, the Executive Director hereby extends the Temporary Suspension **through June 30, 2020**. This Extended Suspension Period may be modified, superseded, or rescinded by the Board of Directors or Executive Director.

Section 3. Severability. If any section, subsection, clause or phrase in this Order is for any reason held invalid, the validity of the remainder of this Order shall not be affected thereby. The Executive Director hereby declares that he would have adopted this Order and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

IT IS SO ORDERED this 28th day of May 2020.



 William B. Pattison
 Executive Director

ATTEST:



Andrea J. Carranza, MMC
Deputy Secretary of the Coachella Water Authority

APPROVED AS TO FORM:



Carlos Campos, Attorney

ATTACHMENT “3”
RESOLUTION WA-2020-07

RESOLUTION NO. WA-2020-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA WATER AUTHORITY RATIFYING THE MAY 28, 2020 EXECUTIVE ORDER AND EXTENDING THE TEMPORARY SUSPENSION OF SERVICE TURNOFFS DURING THE COVID-19 STATE OF EMERGENCY.

WHEREAS, the Coachella Water Authority (“Authority”) adopted Ordinance 1057, Section 3. Chapter 13.03- *Water Service System* establishing requirements for the provision of water service including billing, payment, interest, late penalties, and shut off processing; and

WHEREAS, in the past ten weeks, federal, state, county and local governments have declared states of emergency to increase efforts to protect the public from the novel coronavirus (“COVID-19”). In addition, a number of school districts have announced closures which may be in effect for a number of weeks; and

WHEREAS, many customers face issues such as their children’s schools, or their workplaces, closing in an effort to stop the virus from spreading. These affected customers may not have access to paid time off from their employers or are contract workers who only get paid when they work and they cannot work remotely. Even a few lost days of wages due to the effects of COVID-19 could mean not being able to buy food, pay rent, or pay utilities; and

WHEREAS, Government Code Section 8634 provides that during a local emergency the governing body of a political subdivision, such as the Authority, may promulgate orders and regulations necessary to provide for the protection of life and property. Such orders and regulations, and amendments and rescissions thereof, must be in writing and must be given publicity and notice; and

WHEREAS, to help mitigate the negative impacts on those who may suffer a loss of wages due to efforts to slow the spread of COVID-19, the Authority Board of Directors adopted Resolution WA-2020-04 on March 25, 2020 directing the Executive Director, or his/her designees, to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment. Resolution WA-2020-04 is attached hereto as **Attachment “1”**; and

WHEREAS, Resolution WA-2020-04 further directs the Executive Director to take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment as of March 25, 2020; and

WHEREAS, the Temporary Suspension shall only apply to residential retail customers of the Authority and shall only apply to service termination due to non-payment; and

WHEREAS, on May 28, 2020, pursuant to authority granted by Resolution WA-2020-04, the Executive Director adopted an Executive Order extending the Temporary Suspension through June 30, 2020. The May 28, 2020 Executive Order is attached hereto and incorporated herewith as **Attachment “2”**;

WHEREAS, the COVID-19 pandemic and all of its impacts on public health, the economy, and the community at large continue to be felt by the citizens of Coachella. The Recitals above continue to describe the current situation and the support the need to extend the Suspension Period; and

WHEREAS, the Board of Directors hereby desire to ratify the May 28, 2020 Executive Order and find that the Suspension Period shall be extended through June 30, 2020, unless the Board of Directors and/or the Executive Director later find that the extended Suspension Period should be modified, superseded, or rescinded.

NOW, THEREFORE, BE IT RESOLVED,

SECTION 1. Incorporation of Recitals and Attachment. The recitals and Attachments “1” (Resolution WA-2020-04) and “2” (May 28, 2020 Executive Order) to this Resolution are true and correct and this Authority so finds, determines, and represents. Said recitals and Attachments are incorporated herein and made a part of this Resolution. Resolution WA-2020-04 shall remain in full force and effect, the only modification being the Suspension Period Extension described in Section 2 of this Resolution, below.

SECTION 2. Suspension Period Extension. The Board of Directors hereby ratifies the Executive Order dated May 28, 2020 and extends the Temporary Suspension **through June 30, 2020**. This Extended Suspension Period may be modified, superseded, or rescinded by the Board of Directors or Executive Director.

SECTION 3. Severability. If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board of Directors hereby declare that they would have adopted this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

PASSED, APPROVED and ADOPTED this 10th day of June 2020.


Steven A Hernandez
President

ATTEST:

for 

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:



Carlos Campos
Authority Attorney

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

I HEREBY CEERTIFY that the foregoing Resolution No. WA-2020-07 was duly adopted by the Board of the Authority of the Coachella Water Authority at a regular meeting thereof held on the 10th day of June 2020, by the following vote of the Authority:

AYES: Authority Member Bautista, Authority Member Beaman Jacinto, Authority Member Gonzalez, Vice President Martinez and President Hernandez.

NOES: None.

ABSENT: None.

ABSTAIN: None.



Andrea J. Carranza, MMC
Deputy City Clerk

ATTACHMENT “4”
RESOLUTION WA-2020-08

RESOLUTION NO. WA-2020-08**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA WATER AUTHORITY EXTENDING THE TEMPORARY SUSPENSION OF SERVICE TURNOFFS DURING THE COVID-19 STATE OF EMERGENCY**

WHEREAS, the Coachella Water Authority (“Authority”) adopted Ordinance 1057, Section 3. Chapter 13.03- *Water Service System* establishing requirements for the provision of water service including billing, payment, interest, late penalties, and shut off processing; and

WHEREAS, in March 2020, federal, state, and local governments have declared states of emergency to increase efforts to protect the public from the 2019 novel coronavirus (“COVID-19”). In addition, a number of school districts have announced closures which may be in effect for a number of weeks; and

WHEREAS, many customers face issues such as their children’s schools, or their workplaces, closing in an effort to stop the virus from spreading. These affected customers may not have access to paid time off from their employers or are contract workers who only get paid when they work and they cannot work remotely. Even a few lost days of wages due to the effects of COVID-19 could mean not being able to buy food, pay rent, or pay utilities; and

WHEREAS, Government Code Section 8634 provides that during a local emergency the governing body of a political subdivision, such as the Authority, may promulgate orders and regulations necessary to provide for the protection of life and property. Such orders and regulations, and amendments and rescissions thereof, must be in writing and must be given publicity and notice; and

WHEREAS, to help mitigate the negative impacts on those who may suffer a loss of wages due to efforts to slow the spread of COVID-19, the Authority Board of Directors adopted Resolution WA-2020-04 on March 25, 2020 directing the Executive Director, or his/her designees, to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment. Resolution WA-2020-04 is attached hereto as **Attachment “1”**; and

WHEREAS, Resolution WA-2020-04 further directs the Executive Director to take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment as of March 25, 2020; and

WHEREAS, the Temporary Suspension shall only apply to residential retail customers of the Authority and shall only apply to service termination due to non-payment; and

WHEREAS, on May 28, 2020, pursuant to authority granted by Resolution WA-2020-04, the Executive Director adopted an Executive Order extending the Temporary Suspension through

June 30, 2020. The May 28, 2020 Executive Order is attached hereto and incorporated herewith as **Attachment “2”**; and

WHEREAS, on June 10, 2020, the Board of Directors adopted Resolution No. WA-2020-07, which ratified the May 28, 2020 Executive Order and formally adopted the Temporary Suspension extension through June 30, 2020. Resolution WA-2020-07 is attached hereto and incorporated herewith as **Attachment “3”**; and

WHEREAS, the COVID-19 pandemic and all of its impacts on public health, the economy, and the community at large continue to be felt by the citizens of Coachella. The Recitals above continue to describe the current situation and the support the need to further extend the Suspension Period; and

WHEREAS, the Board of Directors hereby find that the Suspension Period shall be extended through July 31, 2020, unless the Board of Directors and/or the Executive Director later find that the extended Suspension Period should be modified, superseded, or rescinded.

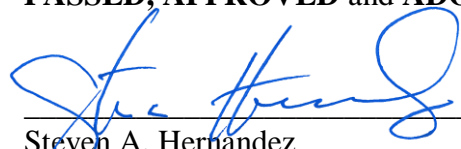
NOW, THEREFORE, BE IT RESOLVED,

SECTION 1. Incorporation of Recitals and Attachments. The recitals and Attachments “1” (Resolution WA-2020-04), “2” (May 28, 2020 Executive Order), and “3” (Resolution WA-2020-07) to this Resolution are true and correct and this Authority so finds, determines, and represents. Said recitals and Attachments are incorporated herein and made a part of this Resolution. Resolution WA-2020-04 shall remain in full force and effect, the only modification being the Suspension Period Extension described in Section 2 of this Resolution, below.

SECTION 2. Suspension Period Extension. The Board of Directors hereby extends the Temporary Suspension **through July 31, 2020**. This Extended Suspension Period may be modified, superseded, or rescinded by the Board of Directors or Executive Director.


SECTION 3. Severability. If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board of Directors hereby declare that they would have adopted this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

PASSED, APPROVED and ADOPTED this 24th day of June 2020.



 Steven A. Hernandez
 President

ATTEST:



Angela M. Zepeda, Secretary

APPROVED AS TO FORM:



Carlos Campos, Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. WA-2020-08 was duly adopted by the Board of Directors of the Coachella Water Authority at a regular meeting thereof, held on the 24th day of June 2020, by the following vote of the Board:

AYES: Authority Member Bautista, Authority Member Beaman Jacinto, Authority Member Gonzalez and Vice President Martinez.

NOES: None.

ABSENT: None.

ABSTAIN: President Hernandez.



Andrea J. Carranza MMC
Deputy City Clerk

ATTACHMENT “5”
JULY 29, 2020 EXECUTIVE ORDER

**ORDER OF THE EXECUTIVE DIRECTOR OF THE
COACHELLA WATER AUTHORITY**

DATE OF ORDER: JULY 29, 2020

**AN ORDER OF THE EXECUTIVE DIRECTOR OF THE COACHELLA
WATER AUTHORITY DECLARING AN EXTENSION OF THE
TEMPORARY SUSPENSION OF SERVICE TURNOFFS DURING THE
COVID-19 STATE OF EMERGENCY.**

WHEREAS, the Coachella Water Authority (“Authority”) adopted Ordinance 1057, Section 3. Chapter 13.03- *Water Service System* establishing requirements for the provision of water service including billing, payment, interest, late penalties, and shut off processing; and

WHEREAS, beginning in March 2020, federal, state, county and local governments began declaring states of emergency to increase efforts to protect the public from the novel coronavirus (“COVID-19”). In addition, a number of school districts have announced closures which may be in effect for a number of weeks; and

WHEREAS, many customers face issues such as their children’s schools, or their workplaces, closing in an effort to stop the virus from spreading. These affected customers may not have access to paid time off from their employers or are contract workers who only get paid when they work and they cannot work remotely. Even a few lost days of wages due to the effects of COVID-19 could mean not being able to buy food, pay rent, or pay utilities; and

WHEREAS, Government Code Section 8634 provides that during a local emergency the governing body of a political subdivision, such as the Authority, may promulgate orders and regulations necessary to provide for the protection of life and property. Such orders and regulations, and amendments and rescissions thereof, must be in writing and must be given publicity and notice; and

WHEREAS, to help mitigate the negative impacts on those who may suffer a loss of wages due to efforts to slow the spread of COVID-19, the Authority Board of Directors adopted Resolution WA-2020-04 on March 25, 2020 directing the Executive Director, or his/her designees, to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment. Resolution WA-2020-04 is attached hereto as **Attachment “1”**; and

WHEREAS, Resolution WA-2020-04 further directs the Executive Director to take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment as of March 25, 2020; and

WHEREAS, the Temporary Suspension shall only apply to residential retail customers of the Authority and shall only apply to service termination due to non-payment; and

WHEREAS, on May 28, 2020, pursuant to authority granted by Resolution WA-2020-04, the Executive Director adopted an Executive Order extending the Temporary Suspension through June 30, 2020. The May 28, 2020 Executive Order is attached hereto and incorporated herewith as **Attachment “2”**; and

WHEREAS, on June 10, 2020, the Board of Directors adopted Resolution No. WA-2020-07, which ratified the May 28, 2020 Executive Order and formally adopted the Temporary Suspension extension through June 30, 2020. Resolution WA-2020-07 is attached hereto and incorporated herewith as **Attachment “3”**; and

WHEREAS, on June 24, 2020, the Board of Directors adopted Resolution No. WA-2020-07, which extended the Temporary Suspension through July 31, 2020. Resolution WA-2020-07 is attached hereto and incorporated herein as **Attachment “4”**; and

WHEREAS, the COVID-19 pandemic and all of its impacts on public health, the economy, and the community at large continue to be felt by the citizens of Coachella. The Recitals above continue to describe the current situation and the support the need to further extend the Suspension Period; and

WHEREAS, the Temporary Suspension is set to expire on July 31, 2020, but Resolution Section 4 *Suspension Period* provides that the Executive Director may extend, or otherwise revise, the Suspension Period from time to time, as determined in the Executive Director’s reasonable discretion; and

WHEREAS, the Executive Director hereby finds that the Suspension Period shall be extended through September 30, 2020, unless he, or the Board of Directors, later finds that the extended Suspension Period should be modified, superseded, or rescinded.

NOW, THEREFORE, BE IT ORDERED,

Section 1. Incorporation of Recitals and Attachments. The recitals and Attachment “1” (Resolution WA-2020-04), Attachment “2” (May 28, 2020 Executive Order), Attachment “3” (Resolution WA-2020-07), and Attachment “4” (Resolution WA-2020-08) to this Order are true and correct and this Authority so finds, determines and represents. Said recitals are incorporated herein and made a part of this Order. Resolution WA-2020-04 shall remain in full force and effect, the only modification being the Suspension Period Extension described in Section 2 of this Order, below.

Section 2. Suspension Period Extension. Based on the Authority set forth in Resolution WA-2020-04, the Executive Director hereby extends the Temporary Suspension **through September 30, 2020**. This Extended Suspension Period may be modified, superseded, or rescinded by the Board of Directors or Executive Director.

Section 3. Severability. If any section, subsection, clause or phrase in this Order is for any reason held invalid, the validity of the remainder of this Order shall not be affected thereby.

The Executive Director hereby declares that he would have adopted this Order and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

IT IS SO ORDERED this 29th day of July 2020.



William B. Pattison
Executive Director

ATTEST:



Andrea J. Carranza, MMC
Deputy Secretary of the Coachella Water Authority

APPROVED AS TO FORM:



Carlos Campos, Attorney

ATTACHMENT “6”
RESOLUTION WA-2020-09

RESOLUTION NO. WA-2020-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA WATER AUTHORITY RATIFYING THE JULY 29, 2020 EXECUTIVE ORDER AND EXTENDING THE TEMPORARY SUSPENSION OF SERVICE TURNOFFS DURING THE COVID-19 STATE OF EMERGENCY.

WHEREAS, the Coachella Water Authority (“Authority”) adopted Ordinance 1057, Section 3. Chapter 13.03- *Water Service System* establishing requirements for the provision of water service including billing, payment, interest, late penalties, and shut off processing; and

WHEREAS, in March 2020, federal, state, and local governments began to declare states of emergency to increase efforts to protect the public from the 2019 novel coronavirus (“COVID-19”). In addition, a number of school districts have announced closures which have been in effect for months; and

WHEREAS, many customers face issues such as their children’s schools, or their workplaces, closing in an effort to stop the virus from spreading. These affected customers may have lost their jobs, do not have access to paid time off from their employers, or are contract workers who only get paid when they work and they cannot work remotely. Even a few lost days of wages due to the effects of COVID-19 could mean not being able to buy food, pay rent, or pay utilities; and

WHEREAS, Government Code Section 8634 provides that during a local emergency the governing body of a political subdivision, such as the Authority, may promulgate orders and regulations necessary to provide for the protection of life and property. Such orders and regulations, and amendments and rescissions thereof, must be in writing and must be given publicity and notice; and

WHEREAS, to help mitigate the negative impacts on those who may suffer a loss of wages due to efforts to slow the spread of COVID-19, the Authority Board of Directors adopted Resolution WA-2020-04 on March 25, 2020 directing the Executive Director, or his/her designees, to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment. Resolution WA-2020-04 is attached hereto as **Attachment “1”**; and

WHEREAS, Resolution WA-2020-04 further directs the Executive Director to take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment as of March 25, 2020; and

WHEREAS, the Temporary Suspension shall only apply to residential retail customers of the Authority and shall only apply to service termination due to non-payment; and

WHEREAS, on May 28, 2020, pursuant to authority granted by Resolution WA-2020-04, the Executive Director adopted an Executive Order extending the Temporary Suspension through June 30, 2020. The May 28, 2020 Executive Order is attached hereto and incorporated herewith as **Attachment “2”**; and

WHEREAS, on June 10, 2020, the Board of Directors adopted Resolution No. WA-2020-07, which ratified the May 28, 2020 Executive Order and formally adopted the Temporary Suspension extension through June 30, 2020. Resolution WA-2020-07 is attached hereto and incorporated herewith as **Attachment “3”**; and

WHEREAS, on June 24, 2020, the Board of Directors adopted Resolution No. WA-2020-08, which extended the Temporary Suspension through July 31, 2020. Resolution WA-2020-08 is attached hereto and incorporated herewith as **Attachment “4”**; and

WHEREAS, on July 29, 2020, the Executive Director adopted an Executive Order extending the Temporary Suspension through September 30, 2020. The July 29, 2020 Executive Order is attached hereto and incorporated herewith as **Attachment “5”**; and

WHEREAS, the COVID-19 pandemic and all of its impacts on public health, the economy, and the community at large continue to be felt by the citizens of Coachella. The Recitals above continue to describe the current situation and the support the need to further extend the Suspension Period; and

WHEREAS, the Board of Directors hereby find that the Suspension Period shall be extended through September 30, 2020, unless the Board of Directors and/or the Executive Director later find that the extended Suspension Period should be modified, superseded, or rescinded.

NOW, THEREFORE, BE IT RESOLVED,


SECTION 1. Incorporation of Recitals and Attachments. The recitals and Attachments “1” (Resolution WA-2020-04), “2” (May 28, 2020 Executive Order), “3” (Resolution WA-2020-07), “4” (Resolution WA-2020-08), and “5” (July 29, 2020 Executive Order) to this Resolution are true and correct and this Authority so finds, determines, and represents. Said recitals and Attachments are incorporated herein and made a part of this Resolution. Resolution WA-2020-04 shall remain in full force and effect, the only modification being the Suspension Period Extension described in Section 2 of this Resolution, below.

SECTION 2. Suspension Period Extension. The Board of Directors hereby extends the Temporary Suspension **through September 30, 2020**. This Extended Suspension Period may be modified, superseded, or rescinded by the Board of Directors or Executive Director.

SECTION 3. Severability. If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board of Directors hereby declare that they would have adopted this

Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

PASSED, APPROVED and ADOPTED this 7th day of August 2020.



Steven Hernandez
President

ATTEST:



Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'cc', is written over the text 'APPROVED AS TO FORM:'.

Carlos Campos, General Counsel

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


I HEREBY CEERTIFY that the foregoing Resolution No. WA-2020-09 was duly adopted by the Board of the Authority of the Coachella Water Authority at a special meeting thereof held on the 7^h day of August 2020, by the following vote of the Authority:

AYES: Authority Member Bautista, Authority Member Beaman Jacinto, Authority Member Gonzalez, Vice President Martinez and President Hernandez.

NOES: None.

ABSENT: None.

ABSTAIN: None.



Andrea J. Carranza, MMC
Deputy Secretary, Coachella Water Authority

RESOLUTION NO. 2020-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA WATER AUTHORITY, CALIFORNIA, DECLARING A TEMPORARY SUSPENSION OF SERVICE TURNOFFS DURING THE COVID-19 STATE OF EMERGENCY

WHEREAS, the Coachella Water Authority (“Authority”) adopted Ordinance 1057, Section 3. Chapter 13.03- *Water Service System* establishing requirements for the provision of water service including billing, payment, interest, late penalties, and shut off processing; and

WHEREAS, in recent weeks, federal, state, county and local governments have declared states of emergency to increase efforts to protect the public from the novel coronavirus (“COVID-19”). In addition, a number of school districts have announced closures which may be in effect for a number of weeks; and

WHEREAS, many customers face issues such as their children’s schools, or their workplaces, closing in an effort to stop the virus from spreading. These affected customers may not have access to paid time off from their employers or are contract workers who only get paid when they work and they cannot work remotely. Even a few lost days of wages due to the effects of COVID-19 could mean not being able to buy food, pay rent, or pay utilities; and

WHEREAS, Government Code Section 8634 provides that during a local emergency the governing body of a political subdivision, such as the Authority, may promulgate orders and regulations necessary to provide for the protection of life and property. Such orders and regulations, and amendments and rescissions thereof, must be in writing and must be given publicity and notice; and

WHEREAS, to help mitigate the negative impacts on those who may suffer a loss of wages due to efforts to slow the spread of COVID-19, the Authority Board of Directors adopted Resolution WA-2020-04 on March 25, 2020 directing the Executive Director, or his/her designees, to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment; and

WHEREAS, Resolution WA-2020-04 further directs the Executive Director to take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment as of March 25, 2020; and

WHEREAS, the Temporary Suspension shall only apply to residential retail customers of the Authority and shall only apply to service termination due to non-payment; and

WHEREAS, on May 28, 2020, pursuant to authority granted by Resolution WA-2020-04, the Executive Director adopted an Executive Order extending the Temporary Suspension through June 30, 2020; and

WHEREAS, on June 10, 2020, the Board of Directors adopted Resolution No. WA-2020-07, which ratified the May 28, 2020 Executive Order and formally adopted the Temporary Suspension extension through June 30, 2020; and

WHEREAS, on June 24, 2020, the Board of Directors adopted Resolution No. WA-2020-08, which extended the Temporary Suspension through July 31, 2020; and

WHEREAS, on July 29, 2020, the Executive Director adopted an Executive Order extending the Temporary Suspension through September 30, 2020; and

WHEREAS, on August 7, 2020, the Board of Directors adopted Resolution No. WA-2020-09, which ratified the July 29, 2020 Executive Order and extended the Temporary Suspension through September 30, 2020; and

WHEREAS, on September 30, 2020 the Temporary Suspension expired;

WHEREAS, on November 12, 2020, the Executive Director adopted an Executive Order extending the Temporary Suspension through January 15, 2021 (“November 12, 2020 Executive Order”), which is attached hereto as Attachment “A”; and

WHEREAS, the COVID-19 pandemic and all of its impacts on public health, the economy, and the community at large continue to be felt by the citizens of Coachella. The Recitals above continue to describe the current situation and the support the need to reapprove and readopt the provisions of Resolution WA-2020-04 and reestablish a Temporary Suspension on any action, which would result in the termination of service to any residential retail customer due to nonpayment.

NOW, THEREFORE, BE IT RESOLVED,

Section 1. Incorporation of Recitals and Attachment. The recitals in and attachment to this Resolution are true and correct and this Authority so finds, determines and represents. Said recitals and attachment are incorporated herein and made a part of this Resolution.

Section 2. Temporary Suspension. The Board hereby authorizes, and otherwise directs, the Executive Director refrain from taking any action, which would result in the termination of service to any residential retail customer due to nonpayment (“Temporary Suspension”). As a result, the Executive Director shall take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment now. The terms and conditions of the Temporary Suspension shall be established and implemented as determined in the Executive Director’s reasonable discretion and in accordance with this Resolution.

Section 3. Eligible Customers. The Temporary Suspension shall only apply to residential retail customers of the Authority. In addition, the Temporary Suspension shall only apply to service termination due to non-payment. The Executive Director will continue to have the

authority to proceed with service termination for any other reason including, but not limited to, the theft of water or interference with Authority facilities.

Section 4. Suspension Period. The November 12, 2020 Executive Order is hereby ratified and the Temporary Suspension **shall expire on January 15, 2021** (“Suspension Period”). The Suspension Period may be extended, or otherwise revised, by the Executive Director from time to time, as determined in the Executive Director’s reasonable discretion.

Section 5. Report to the Board. The Executive Director shall provide updates to the Board at least as frequently as each Board meeting following the effective date of this Resolution. Said updates shall include information regarding: (a) establishment and implementation of the Temporary Suspension; (b) extensions or revisions to the Suspension Period; (c) the number of qualified customers; and (d) and any other information regarding how this Resolution is being implemented.

Section 6. Severability. If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

PASSED, APPROVED and ADOPTED this 18th day of November 2020.

Steven A. Hernandez
President

ATTEST:

Angela M. Zepeda, Secretary

APPROVED AS TO FORM:

Carlos Campos, Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. WA-2020-10 was duly adopted by the Board of Directors of the Coachella Water Authority at a regular meeting thereof, held on the 18th day of November 2020, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

Attachment “A”

November 12, 2020 Executive Order



STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., City Engineer; Celina Jimenez, Grants Manager;
Gabriel Martin, Economic Development Director

SUBJECT: Construction Contract with C.S. Legacy, Inc. in the amount of \$4,258,602 and an amount of \$425,860 for contingency for the construction of the Grapefruit Urban Greening + Connectivity Project – City Project ST-123.

STAFF RECOMMENDATION:

Contingent upon approval of the reimbursement agreement by the CVAG Executive Committee on December 7, 2020, Staff recommends the City Council to:

- Authorize the City Manager to execute a construction contract with C.S. Legacy, Inc. in the amount of \$4,258,602 and an amount of \$425,860 for contingency for the construction of the Grapefruit Urban Greening + Connectivity Project – City Project ST-123.
- Authorize the City Manager to execute a contract for construction materials and quality assurance testing with Atlas Engineering (On-Call Consultant) in the amount of \$25,860.

BACKGROUND:

On November 2, 2018, the City of Coachella received a \$3.19 million dollar grant from the California Natural Resources Agency (CNRA) for the Grapefruit Urban Greening + Connectivity Project. The City's grant was the largest distributed by the CNRA's Urban Greening Program, its purpose is to enhance and create sustainable green spaces and reduce greenhouse gas emissions. This project will create a pleasant, safe, artful and walkable roadway in the Pueblo Viejo Downtown District. The route will connect the key assets and activity centers in the community, including the transportation center, schools, parks, library, post office, the senior center, restaurants, and more:

- ✓ The project will plant a total of 288 trees: 144 on each side of Grapefruit Boulevard
- ✓ 1,100 native, drought-tolerant and low-water plantings
- ✓ Install Security Lighting
- ✓ Construct Class II Bicycle Lanes
- ✓ Bio-swales
- ✓ Wayfinding Signage
- ✓ Drinking Fountains
- ✓ Shaded Structures with benches, bicycle racks + bike repair kiosk

On October 9, 2019, the City Council approved a professional services agreement with NV5 to develop final plans, specifications and estimates for the Grapefruit Blvd Urban Greening + Connectivity Project in the amount of \$330,000.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On September 1, 2020, the City issued the Notice Inviting Bids with a mandatory job walk held on September 9, 2020. The project bid opening was held on October 7, 2020 at 2:00 pm, with four companies submitting bids for this project. The bid opening results are listed below:

Company Name:	Result:	Bid Amount:
C.S. Legacy Construction, Inc.	Responsive	\$4,258,602
Urban Habitat	Non-Compliant	\$4,372,594
All American Asphalt	Non-Compliant	\$4,799,156
Granite Construction	Responsive	\$4,887,884

Staff has reviewed the bids and has determined that C.S. Legacy Construction, Inc. is the lowest responsive, responsible bidder. However, due to the current high construction cost from the COVID-19 pandemic, the project budget exceed the amount of grant funds received:

Project Item:	Project Cost:	Project Revenue:
Architectural Design – NV5	\$333,000	
Construction – C.S. Legacy Construction, Inc.	\$4,258,602	
Geotechnical Survey – Sladden Engineering	\$7,000	
Construction Contingency (10%)	\$400,000	
ATLAS Engineering materials testing	\$25,860	
TOTAL PROJECT COST:	\$5,024,462	
CA Natural Resources Agency - Grant		\$3,189,153
PROJECT COST DIFFERENCE:	\$1,835,309	

On October 21, 2020, the City submitted a letter to Mr. Tom Kirk, Executive Director of the Coachella Valley Association of Governments (CVAG) for a request for a reimbursement agreement between CVAG and the City of Coachella to improve Grapefruit Blvd between Leoco Lane and 9th Street. In the letter, Staff determined that the construction management, contingencies and engineering and soils are proportioned 60% towards Urban Greening Elements (CNRA) and 40% towards Transportation Corridor Elements. As shown in the table below, the total amount of funding required is in the amount of **\$5,024,462**. The total cost of Urban Greening elements is **\$2,881,793**, and the total cost of transportation corridor elements is **\$2,142,669**.

Total project Cost = \$5,024,462				
		CNRA	CVAG (75%)	CITY (25%)
Urban Greening Elements	\$2,881,793	\$2,881,793		

Transportation Corridor Elements	\$2,142,669	\$307,360	\$1,376,482	\$458,827
Totals:	\$5,024,462	\$3,189,153	\$1,376,482	\$458,827

The **\$2,142,669** transportation corridor element costs will be split with CNRA contributing the remainder of their grant funds, **\$307,360**, and the remaining balance, **\$1,835,309** being split 75% towards CVAG (**\$1,376,482**) and 25% towards the City (**\$458,827**).

On November 2, 2020, CVAG Transportation Committee approved a Reimbursement Agreement with the City of Coachella in an amount not-to-exceed \$1,376,484 in regional funds for transportation improvements to Grapefruit Boulevard between Leoco Lane and 9th Street (Item 6c), contingent upon approval of the reimbursement agreement by the CVAG Executive Committee on December 7, 2020.

The City of Coachella’s 25% contribution of \$458,827 will be allocated from Fund 127, Street and Transportation Development Impact Fees (DIF). Contingent upon approval of the reimbursement agreement by the CVAG Executive Committee on December 7, 2020, Staff recommends awarding the construction contract to C.S. Legacy Construction, Inc.

ALTERNATIVES:

1. City Council rejects all bids and directs Staff to reduce the scope and redesign the project to stay within the CNRA grant award amount.

FISCAL IMPACT:

The Grapefruit Blvd Urban Greening + Connectivity Project (ST-123) will be appropriated with the following allocations:

- CNRA - \$3,189,153
- CVAG - \$1,376,482
- Coachella Fund 127 - \$458,827
- Total: \$5,024,462

These appropriations will replace current budgeted appropriations adopted in the 20/21 CIP budget.

ATTACHMENT(S):

1. Construction Contract – C.S. Legacy Construction, Inc.
2. CVAG Transportation Committee Approval – Item 6c
3. Bid Summary – ST-123

CONSTRUCTION CONTRACT

This Contract for Construction (“Contract”), No. _____, is made and entered into this ____ day of _____, 2020, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53390 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the “City” and C.S. Legacy Construction, Inc., sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**Grapefruit Boulevard Urban Greening + Connectivity Project
City Project ST-123**

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor’s failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **135 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Four Million Two Hundred Fifty-Eight Thousand Six Hundred Two Dollars (\$4,258,602). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City’s actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of \$500 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may

deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Construction Plans and Drawings
- City of Coachella Standard Specifications and Procedures (June 2007)
- City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
- Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9
- Standard Plans for Public Works Construction "Greenbook" (2018)
- Caltrans Standard Specifications (2018), except Division 1
- Caltrans Standard Plans (2018)
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

C.S. LEGACY CONSTRUCTION, INC.

By: _____
WILLIAM B. PATTISON, JR.
City Manager

By: _____
GREGG STRUMPF
President

Print Name: _____

ATTEST:

826870 - Class A, B and C-27
Contractor's License Number and Classification

By: _____
Andrea Carranza, City Clerk

1000002947
DIR Registration Number

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger LLP
City Attorney

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2020, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above



October 21, 2020

Tom Kirk, Executive Director
Coachella Valley Association of Governments
73-710 Fred Waring Drive, Ste. 200
Palm Desert, CA 92260

Subject: Request for a Reimbursement Agreement Between CVAG and the City of Coachella to Improve Grapefruit Boulevard between Leoco Lane and 9th Street

Dear Mr. Kirk:

The City of Coachella would like to respectfully request that the Coachella Valley Association of Governments (CVAG) prepare a Reimbursement Agreement between CVAG and the City of Coachella to improve Grapefruit Boulevard between Leoco Lane and 9th Street. This project is consistent with the City's General Plan, Circulation Element and the current 2016 RTP/SCS Plan. This project is listed on the 2016 Active Transportation Plan list of projects (project number H11131) and this project is located on the critical Grapefruit Boulevard corridor which contains three segments and two top 10 projects listed in CVAG's Transportation Project Prioritization Study (TPPS) 2016. The 2016 TPPS lists the three projects on the Grapefruit corridor as: GRPF1 (B-409) ranked #10, GRPF2 (B-410) ranked #87 and GRPF3 (B-349) ranked #10. This project shall complete the critical GRPF2 segment of the Grapefruit Boulevard corridor, filling in the missing link between sections 1 and 3 and paving the way for the completion of the adjacent top 10 projects.

Grapefruit Boulevard between Leoco Lane and 9th Street is currently a 2 lane road with a painted two-way center turn lane. This section of roadway has 16 driveways, 10 street intersections and zero traffic signals. The frequent turning movements in this area result in traffic congestion, vehicle accidents and unsafe conditions for both pedestrians and bicycles. In October of 2018, the City was successfully awarded an urban greening grant from the California Natural Resource Agency (CNRA) in the amount of \$3,189,153. This grant provides landscaping and alternative transportation funding to reduce greenhouse gas emissions and will provide funding for bicycle lanes, sidewalks, ADA improvements, landscaping, irrigation and lighting to improve the shade, function and pedestrian access to the Pueblo Viejo Historic Downtown area of Coachella. These grant funds must be fully utilized by May 1st, 2021.

In order to maximize the benefit and functionality of this important Urban Greening Grant, the City of Coachella and our design Engineering firm included significant transportation corridor improvements to the overall project to comply with the General Plan and Circulation Element. These improvements include: widening the street from 3 lanes to 5 lanes, installing raised center medians to reduce left hand turn movements, providing storm water management bio-swales, providing a Class I bike lane and associated street signage and striping. These added

Subject: Request for a reimbursement agreement between CVAG and the City of Coachella to improve Grapefruit Boulevard between Leoco Lane and 9th Street
 October 21, 2020
 Page 2 of 2

transportation corridor improvements allow the project to comply with the active transportation and vehicular transportation goals set forth in both the 2016 ATP and 2016 TPPS.

Additionally, the City of Coachella has procured grant funds from the California Department of Housing and Community Development in the amount of \$250,000 for traffic signal improvements at the intersection of 6th street and Grapefruit Boulevard. Completion of this current project will facilitate the future utilization of these funds by completing the necessary widening of the corridor prior to the installation of the traffic signal.

To date, the City has already completed all environmental clearances and design drawings and will be ready to break ground on the project within weeks of authorization of this reimbursement agreement. On September 3, 2020, the City published a Notice Inviting Bids. on October 7, 2020, the City opened the bids and the apparent lowest responsive bidder at the bid opening was C. S. Legacy for a total construction cost of **\$ 4,258,602**. Total project costs including: construction, engineering, construction management and contingencies are **\$5,024,462**. The City is seeking to award the project to the lowest responsive bidder at our November 18th City Council meeting contingent upon the authorization of this reimbursement agreement at the following CVAG Executive Committee meeting.

Construction management, contingencies and engineering and soils are proportioned 60% towards Urban Greening Elements (CNRA) and 40% towards Transportation Corridor Elements. As shown in the table below, the total amount of funding required is in the amount of **\$5,024,462**. The total cost of Urban Greening elements is **\$2,881,793**, and the total cost of transportation corridor elements is **\$2,142,669**.

Total project Cost = \$5,024,462				
		CNRA	CVAG (75%)	CITY (25%)
Urban Greening Elements	\$2,881,793	\$2,881,793		
Transportation Corridor Elements	\$2,142,669	\$307,360	\$1,376,482	\$458,827
Totals:	\$5,024,462	\$3,189,153	\$1,376,482	\$458,827

The **\$2,142,669** transportation corridor element costs will be split with CNRA contributing the remainder of their grant funds, **\$307,360**, and the remaining balance, **\$1,835,309** being split 75% towards CVAG (**\$1,376,482**) and 25% towards the City (**\$458,827**).

With your support, the City will strive to deliver this project expeditiously for our region. We greatly appreciate your consideration.

Sincerely,



Steven Hernandez
 Mayor

Attachments: Site Map

ITEM 6B

**Coachella Valley Association of Governments
Transportation Committee
November 2, 2020**



Staff Report

Subject: Reimbursement Agreement with the City of Coachella for Grapefruit Boulevard between Leoco Lane and 9th Street

Contact: Martin Magaña, Director of Transportation (mmagana@cvag.org)

Recommendation: Authorize the Executive Director to execute a Reimbursement Agreement with the City of Coachella in an amount not-to-exceed \$1,376,482 in regional funds for transportation improvements to Grapefruit Boulevard between Leoco Lane and 9th Street

Background: In October 2018, the City of Coachella was awarded an Urban Greening grant from the California Natural Resource Agency (CNRA) in the amount of \$3,189,153 for improvements to Grapefruit Boulevard between Leoco Lane and 9th Street. This roadway segment is currently a two-lane road with a painted, two-way center turn lane. It has 16 driveways, 10 intersections and zero traffic signals. Frequent turning movements in this area result in traffic congestion, vehicle accidents and unsafe conditions for both pedestrians and bicycles.

The Urban Greening grant will fund landscaping, irrigation, and alternative transportation elements to reduce greenhouse gas emissions. In addition, it will fund improvements for bicycle lanes, sidewalks, ADA improvements, lighting and enhance functional safety for bicyclists and pedestrian access to the Pueblo Viejo Historic Downtown area of Coachella.

Additionally, the City has procured grant funds from the California Department of Housing and Community Development in the amount of \$250,000 for traffic signal improvements at the intersection of Grapefruit Boulevard and 6th Street. Completion of this current project will facilitate the future utilization of these funds by completing the necessary widening of the corridor prior to the installation of the traffic signal.

To maximize the benefit of these funding opportunities, the City is requesting funding for transportation improvements to Grapefruit Boulevard between Leoco Lane and 9th Street. The project includes significant transportation improvements including widening Grapefruit Boulevard from two lanes to four lanes, installing raised center medians to reduce left hand turn movements, providing stormwater management bio-swales. It also will provide a Class I bike lane and associated street signage and striping.

These bike-and-pedestrian improvements are identified in the 2016 Active Transportation Plan (ATP), which CVAG completed as part of the Transportation Project Prioritization Study (TPPS). The limits of this ATP segment are from Avenue 48/Dillon Road to the north and Avenue 54 to the south.

In addition, there are three regional roadway segments in the 2016 TPPS within the ATP segment and include the following with rankings and points from the TPPS:

1. Grapefruit Boulevard between Avenue 50 and Avenue 52, which ranks 87 with 9 points;
2. Grapefruit Boulevard. between Avenue 50 and Avenue 48/Dillon Road, which ranks 10 with 13 points;
3. Grapefruit Boulevard. between Avenue 52 and Avenue 54, which ranks 10 with 13 points.

The segment of Grapefruit Boulevard between Avenue 50 and Avenue 52 does not rank with the top ten percent. CVAG staff reviewed the Level of Service (LOS) for each segment to determine why this segment ranked lower than the adjacent two segments. LOS is a qualitative measure describing traffic operational conditions and is used to define the level of service on a particular roadway segment, with LOS A having free flowing, light volumes of traffic and LOS F having the most congested volumes of traffic.

All of the three segments are currently two lanes, with the TPPS showing build-out at six lanes. Coachella's General Plan shows Grapefruit Boulevard. between Avenue 50 and Avenue 52 as a major arterial with six lanes. Projected volumes on the segments of Grapefruit Boulevard from Avenue 50 to Avenue 52 and from Avenue 52 to Avenue 54 are very similar. Grapefruit Boulevard between Avenue 50 and Avenue 52 has an LOS of A, while the segments north and south have an LOS of F. It does not make sense that simply crossing Avenue 52 would change the LOS from A to F, and likewise that crossing over Ave. 50 would change LOS from F to A. This appears to be an error. At this point it is not possible to determine adjustments that might have been made to the modeling when the TPPS was prepared five years ago. Notably, the 2010 TPPS scored Grapefruit Boulevard between Avenue 50 and Avenue 52 above the other two segments. This would have been the case today, had Grapefruit Boulevard between Avenue 50 and Avenue 52 received the same LOS score as the other two.

It is typical to look at the TPPS not only in terms of segment score, but corridor, sub-corridor or "buildable project" averages of segment scores. Even with the apparent error on the LOS for Grapefruit Boulevard between Avenue 50 and Avenue 52, the stretch of Grapefruit Boulevard from Avenue 48 to Avenue 54 would show a weighted average of a top ten percent project.

Upon Assuming the City of Coachella does not plan on amending its Circulation Element of the General Plan in the near future, CVAG staff recommends that the reimbursement agreement acknowledge that completion of this project in the TPPS will improve Grapefruit to its 2040 build-out condition.

With approval, CVAG will include a statement in the reimbursement agreement that the City acknowledges that this segment of Grapefruit Boulevard is fulfilled for purposes of the 2016 Regional Arterial Cost Estimate (RACE)/TPPS and any future RACE or TPPS updates.

Fiscal Impact: The total estimated cost of construction of the entire project is \$5,024,462 including, construction, engineering, construction management and contingencies. The City has completed all environmental clearances and design drawings and has bid the project. The City is seeking to award a construction contract to the lowest responsive bidder at the City Council's November 18 meeting, contingent upon approval of the reimbursement agreement by the CVAG Executive Committee.

Regional funds can only be used for transportation corridor elements of the project.

CVAG policy is that any outside money for a transportation project be taken off the top before the 75 percent/ 25 percent split is calculated. The total project cost is \$5,024,462. The Urban Greening portion of the project cost is \$2,881,793. Applying 100% of the \$3,189,153 of the grant

received to the urban greening portion leaves a balance of \$307,360 to be applied toward the transportation elements of the project.

The remaining balance for transportation to be split 75/25 leaves \$230,520 to be subtracted from the City's request of \$1,607,002 from CVAG. Therefore, CVAG's share would be \$1,376,482. There are sufficient transportation funds available to cover this amount. CVAG staff will ensure that only transportation corridor elements are funded with regional funds.

Attachments:

1. Location exhibit
2. City of Coachella funding request letter

SITE MAP

Grapefruit Boulevard Urban Greening & Connectivity Project Between Leoco Lane and 9th Street



**GREEN BIKE LANE
CITY OF COACHELLA
HARRISON STREET COST ESTIMATE 1/28/2019**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM PRICE	TOTAL
1	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00
2	CLEARING, GRUBBING, AND MISCELLANEOUS REMOVALS; LANDSCAPE RESTORATION	1	LS	\$ 2,500.00	\$ 2,500.00
3	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 7,500.00	\$ 7,500.00
4	WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES	1	LS	\$ 4,000.00	\$ 4,000.00
5	REMOVE CONFLICTING TRAFFIC STRIPE AND PAVEMENT MARKING.	1	LS	\$ 5,000.00	\$ 5,000.00
6	INSTALL DASHED GREEN PAINT PER DETAIL "E" ON SHEET 2	7,460	SF		
7	APPLY 6" WHITE THERMOPLASTIC DASHED BIKE LANE INTERSECTION LINE PER CALTRANS TD. PLAN A20D, DETAIL 39A	4,810	LF	\$ 1.00	\$ 4,810.00
8	REMOVE EXISTING BIKE LANE SYMBOL	150	LF		\$ -
9	APPLY 6" WHITE THERMOPLASTIC BIKE LANE LINE PER CALTRANS STD. PLAN A20D, DETAIL 39	47,700	LF		\$ -
10	APPLY WHITE THERMOPLASTIC SOLID LANE LINE PER DETAIL "B", SEE SHEET 2.	400	LF	\$ 1.00	\$ 400.00
11	APPLY PAINTED WHITE 6" CHEVRON STRIPE 15' C-C	3,960	LF		\$ -
12	APPLY 4" WHITE THERMOPLASTIC LANE LINE PER CALTRANS STD. PLAN A20A, DETAIL. 11	1,850	LF	\$ 1.00	\$ 1,850.00
13	APPLY 4" THERMOPLASTIC DOUBLE YELLOW CENTERLINE STRIPE PER CALTRANS STD. PLAN A20A, DETAIL 22.	3,500	LF	\$ 1.00	\$ 3,500.00
14	APPLY 8" THERMOPLASTIC WHITE CHANNELIZING LINE PER CALTRANS STD. PLAN A20D, DETAIL 38.	950	LF	\$ 1.00	\$ 950.00
15	APPLY WHITE THERMOPLASTIC TYPE IV ARROW PAVEMENT MARKING PER CALTRANS STD. PLAN A24A.	9	EA	\$ 150.00	\$ 1,350.00
16	APPLY PAINTED WHITE TYPE I 10'-0" ARROW PAVEMENT MARKING PER CALTRANS STD. PLAN A24A.	2	EA	\$ 150.00	\$ 300.00
17	APPLY PAINTED WHITE TYPE VII ARROW PAVEMENT MARKING PER CALTRANS STD. PLAN A24A.	2	EA	\$ 150.00	\$ 300.00
18	APPLY GREEN BIKE LANE SYMBOL PER DETAIL "C" ON SHEET 2	112	EA		
19	FURNISH AND INSTALL ROADSIDE SIGN	80	EA		
20	FURNISH AND INSTALL ROADSIDE POST	63	EA		
21	REMOVE STREET SIGN AND PROTECT POLE IN PLACE	2	EA		
22	CONSTRUCTION SURVEY AND MONUMENTATION	1	LS	\$ 4,000.00	\$ 4,000.00

Sub-Total \$ 41,460
10% CONTINGENCY \$4,146
FINAL TOTAL \$45,606

Grapefruit Blvd Urban Greening and Connectivity Project CITY OF COACHELLA BID OPENING: OCTOBER 7, 2020				Engineer's Estimate		C.S Legacy Construction, Inc		Granite Construction	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL
1	Mobilization	1	LS	\$ 130,000.00	\$ 130,000.00	\$ 154,617.85	\$ 154,617.85	\$ 225,000.00	\$ 225,000.00
2	Clearing, Grubbing and Miscellaneous Removals; Landscape Restoration	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 11,048.84	\$ 11,048.84	\$ 117,000.00	\$ 117,000.00
3	Temporary Traffic Control, Furnish and Install CMS, Arrow Boards and all devices required by the MUTCD in order to implement a Traffic control Plan as required by the City.	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 38,791.12	\$ 38,791.12	\$ 165,926.00	\$ 165,926.00
4	Prepare NOI and Notice of Termination. Prepare SWPPP or Erosion Control Plan and implement all applicable Best Management Practices (BMPs).	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 11,146.97	\$ 11,146.97	\$ 35,000.00	\$ 35,000.00
5	Prepare PM10/Dust Control Plan. Prepare, install and maintain PM10/Dust Control measures.	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 15,976.56	\$ 15,976.56	\$ 25,000.00	\$ 25,000.00
6	Furnish and Install Project Signs	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,394.15	\$ 1,394.15	\$ 2,500.00	\$ 2,500.00
7	Roadway Excavation including all cost for excavation and disposition of excess materials.	6,501	CY	\$ 25.00	\$ 162,525.00	\$ 38.97	\$ 253,343.97	\$ 45.00	\$ 292,545.00
8	Full depth removal of existing Curb & Gutter	2,211	LF	\$ 5.00	\$ 11,055.00	\$ 6.51	\$ 14,393.61	\$ 7.00	\$ 15,477.00
9	Full depth removal of existing Concrete Sidewalk	11,673	SF	\$ 2.50	\$ 29,182.50	\$ 1.23	\$ 14,357.79	\$ 1.50	\$ 17,509.50
10	Full depth removal of existing Concrete Spandrels/Cross Gutters	5,134	SF	\$ 3.50	\$ 17,969.00	\$ 2.64	\$ 13,553.76	\$ 4.00	\$ 20,536.00
11	Full depth removal of existing Concrete Driveways	11,842	SF	\$ 3.50	\$ 41,447.00	\$ 2.65	\$ 31,381.30	\$ 4.00	\$ 47,368.00
12	Sawcut and remove full depth of existing Asphalt Pavement	151,300	SF	\$ 1.50	\$ 226,950.00	\$ 0.94	\$ 142,222.00	\$ 0.60	\$ 90,780.00
13	Remove existing Landscaping; Plant material to be removed and disposed of, irrigation to be capped and removed where conflicting	2,971	SF	\$ 1.20	\$ 3,565.20	\$ 0.40	\$ 1,188.40	\$ 3.50	\$ 10,398.50
14	Relocate or remove existing sign	20	EA	\$ 300.00	\$ 6,000.00	\$ 172.85	\$ 3,457.00	\$ 50.00	\$ 1,000.00
15	Relocate existing fire hydrant and re-install fire hydrant assembly per City of Coachella Water Authority Std. W-4.	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 6,510.53	\$ 13,021.06	\$ 5,200.00	\$ 10,400.00
16	Relocate existing water meter and re-install water meter per Coachella Water Authority Std. W-9	1	EA	\$ 750.00	\$ 750.00	\$ 4,896.64	\$ 4,896.64	\$ 6,000.00	\$ 6,000.00
17	Cold Plane 2' wide, 1" deep along joint cuts, feather A.C. to match existing pavement	15,075	SF	\$ 2.50	\$ 37,687.50	\$ 0.86	\$ 12,964.50	\$ 0.25	\$ 3,768.75
18	Construct 4" A.C. pavement in two lifts. (Bottom lift will be 2.5" of 3/4" max. medium material and the top lift will be 1.5" of 1/2" max. medium material with asphalt binder PG 70-10)	2,440	TONS	\$ 110.00	\$ 268,400.00	\$ 89.55	\$ 218,502.00	\$ 110.00	\$ 268,400.00

Bid Summary

19	Construct 12" Class II A.B. under A.C. pavement. Includes all work, tools, equipment and incidentals, subgrade preparation and materials, placement and finishing and disposition of excess materials.	8,355	TONS	\$ 17.00	\$ 142,035.00	\$ 22.66	\$ 189,324.30	\$ 22.00	\$ 183,810.00
20	Apply slurry seal (type II) to existing pavement, includes cleaning, preparation and Crack Seal for Slurry Seal	12,090	SY	\$ 12.00	\$ 145,080.00	\$ 3.72	\$ 44,974.80	\$ 5.00	\$ 60,450.00
21	Construct 8" Curb and Gutter (Type B) per City of Coachella Std. S-8.	619	LF	\$ 38.00	\$ 23,522.00	\$ 29.53	\$ 18,279.07	\$ 62.00	\$ 38,378.00
22	Construct 6" Curb and Gutter (Type A) per City of Coachella Std. S-7.	374	LF	\$ 36.00	\$ 13,464.00	\$ 29.05	\$ 10,864.70	\$ 40.00	\$ 14,960.00
23	Construct 6" Concrete Header per detail on plans	3,527	LF	\$ 25.00	\$ 88,175.00	\$ 18.03	\$ 63,591.81	\$ 15.00	\$ 52,905.00
24	Construct standard 4" thick sidewalk (560-C-3250 Type V) per City of Coachella Std. S-25. See plan for width.	25,234	SF	\$ 12.00	\$ 302,808.00	\$ 4.47	\$ 112,795.98	\$ 10.00	\$ 252,340.00
25	Construct 4" thick sidewalk with colored concrete "Medium Brown" per City of Coachella Std. S-25. See plan for width.	19,477	SF	\$ 14.00	\$ 272,678.00	\$ 6.04	\$ 117,641.08	\$ 11.00	\$ 214,247.00
26	Construct Class I bike path per City of Coachella Std. S-25. See plan for width.	32,056	SF	\$ 12.00	\$ 384,672.00	\$ 5.91	\$ 189,450.96	\$ 10.00	\$ 320,560.00
27	Construct Commercial Driveway per Riverside County standard 207.	16	EA	\$ 3,500.00	\$ 56,000.00	\$ 2,330.13	\$ 37,282.08	\$ 11,000.00	\$ 176,000.00
28	Construct Residential Driveway per Riverside County standard 213.	11	EA	\$ 1,800.00	\$ 19,800.00	\$ 2,402.24	\$ 26,424.64	\$ 3,000.00	\$ 33,000.00
29	Construct spandrel per City of Coachella Std. S-14.	4,584	SF	\$ 18.00	\$ 82,512.00	\$ 13.61	\$ 62,388.24	\$ 15.00	\$ 68,760.00
30	Construct Cross Gutter per City of Coachella Std. S-14. Width per plan.	5,156	SF	\$ 18.00	\$ 92,808.00	\$ 14.18	\$ 73,112.08	\$ 15.00	\$ 77,340.00
31	Construct ADA Access Ramp per City of Coachella Std. S-26 and details shown on plans.	6	EA	\$ 4,000.00	\$ 24,000.00	\$ 2,177.48	\$ 13,064.88	\$ 1,300.00	\$ 7,800.00
32	Construct ADA Access Ramp per Caltrans Std. 88A Type C and details shown on plans.	14	EA	\$ 3,000.00	\$ 42,000.00	\$ 2,177.48	\$ 30,484.72	\$ 1,300.00	\$ 18,200.00
33	Construct ADA Access Ramp per Caltrans Std. 88A Type C modified to fit per detail shown on plans.	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 2,177.49	\$ 6,532.47	\$ 1,900.00	\$ 5,700.00
34	Furnish and Install ADA Truncated Dome plate per Details on plan.	1,034	SF	\$ 2.00	\$ 2,068.00	\$ 35.08	\$ 36,272.72	\$ 42.00	\$ 43,428.00
35	Install Concrete Splash Pad per detail on plans. Sawcut and remove 1.5' of curb, gutter to remain per detail 12 sheet 21	151	EA	\$ 500.00	\$ 75,500.00	\$ 72.86	\$ 11,001.86	\$ 120.00	\$ 18,120.00
36	Install Bio-swale per details on plans	7,023	LF	\$ 10.00	\$ 70,230.00	\$ 56.63	\$ 397,712.49	\$ 63.00	\$ 442,449.00
37	Install Barricade per Riverside County Std. 810.	16	LF	\$ 200.00	\$ 3,200.00	\$ 172.85	\$ 2,765.60	\$ 250.00	\$ 4,000.00
38	Construct residential driveways per Riverside County Std. 207 per detail sheet 21	5	EA	\$ 1,800.00	\$ 9,000.00	\$ 2,454.99	\$ 12,274.95	\$ 1,200.00	\$ 6,000.00
39	Construct 6" "D" Type Curb Only per City of Coachella Std S-10.	5,425	LF	\$ 20.00	\$ 108,500.00	\$ 25.04	\$ 135,842.00	\$ 18.00	\$ 97,650.00
40	Install street light (see Street light Plans)	13	EA	\$ 7,000.00	\$ 91,000.00	\$ 6,654.72	\$ 86,511.36	\$ 6,300.00	\$ 81,900.00

Bid Summary

41	Adjust Manhole to Grade	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 1,152.98	\$ 5,764.90	\$ 2,500.00	\$ 12,500.00
42	Adjust Sewer Cleanout to Grade	2	EA	\$ 750.00	\$ 1,500.00	\$ 670.09	\$ 1,340.18	\$ 2,000.00	\$ 4,000.00
43	Adjust Water Valve to Grade	6	EA	\$ 750.00	\$ 4,500.00	\$ 910.93	\$ 5,465.58	\$ 1,500.00	\$ 9,000.00
44	Adjust Gas Valve to Grade	2	EA	\$ 750.00	\$ 1,500.00	\$ 2,880.83	\$ 5,761.66	\$ 600.00	\$ 1,200.00
45	Adjust Water Meter Box to Grade	6	EA	\$ 300.00	\$ 1,800.00	\$ 345.17	\$ 2,071.02	\$ 300.00	\$ 1,800.00
46	Adjust Utility Box to Grade	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,440.42	\$ 2,880.84	\$ 600.00	\$ 1,200.00
47	Install Service Riser (Combination)	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 720.21	\$ 1,440.42	\$ 625.00	\$ 1,250.00
48	Power Service Installation	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 4,378.86	\$ 4,378.86	\$ 3,800.40	\$ 3,800.40
49	Install Power Control Cabinet 6 Circuit	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 9,218.65	\$ 9,218.65	\$ 6,200.00	\$ 6,200.00
50	Install 2" Rigid Electrical Conduit	8,444	LF	\$ 3.00	\$ 25,332.00	\$ 20.74	\$ 175,128.56	\$ 18.00	\$ 151,992.00
51	Install Standard Electrical Pull Box	15	EA	\$ 2,000.00	\$ 30,000.00	\$ 518.55	\$ 7,778.25	\$ 450.00	\$ 6,750.00
52	Install Single Conductor 8	6,303	LF	\$ 4.00	\$ 25,212.00	\$ 1.73	\$ 10,904.19	\$ 1.50	\$ 9,454.50
53	Install Single Conductor 10	12,909	LF	\$ 3.00	\$ 38,727.00	\$ 13.25	\$ 171,044.25	\$ 1.15	\$ 14,845.35
54	Install Single Conductor 12	4,371	LF	\$ 2.00	\$ 8,742.00	\$ 1.15	\$ 5,026.65	\$ 1.00	\$ 4,371.00
55	Install Single Conductor #2	105	LF	\$ 5.00	\$ 525.00	\$ 4.90	\$ 514.50	\$ 4.25	\$ 446.25
56	Remove conflicting Traffic Stripe and Pavement Marking	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 5,973.69	\$ 5,973.69	\$ 4,000.00	\$ 4,000.00
57	Apply 6" wide Yellow double lines, two-direction, no passing pattern with pavement markings per Caltrans Std. Plan A20	519	LF	\$ 1.70	\$ 882.30	\$ 1.73	\$ 897.87	\$ 0.50	\$ 259.50
58	Apply 6" wide Yellow double edge left line median island per Caltrans Std. Plan A20B, Detail 29.	1,083	LF	\$ 1.70	\$ 1,841.10	\$ 3.23	\$ 3,498.09	\$ 1.00	\$ 1,083.00
59	Apply 12" White Thermoplastic Crosswalk Limit Line per Caltrans Std. Plan A24F.	2,084	LF	\$ 3.50	\$ 7,294.00	\$ 4.32	\$ 9,002.88	\$ 2.00	\$ 4,168.00
60	Apply White Thermoplastic "BIKE LANE" Pavement Word Marking Per Caltrans Std. Plan A24D.	18	EA	\$ 50.00	\$ 900.00	\$ 57.62	\$ 1,037.16	\$ 95.00	\$ 1,710.00
61	Apply White Thermoplastic Bike Lane Arrow Marking Per Caltrans Std. Plan A24A.	4	EA	\$ 30.00	\$ 120.00	\$ 28.81	\$ 115.24	\$ 70.00	\$ 280.00
62	Install Caltrans sign R81 "BIKE LANE"	16	EA	\$ 300.00	\$ 4,800.00	\$ 276.56	\$ 4,424.96	\$ 190.00	\$ 3,040.00
63	Apply 6" White Bike Lane Line Per Caltrans Std. Plan A20D, Detail 39.	1,719	LF	\$ 0.75	\$ 1,289.25	\$ 0.58	\$ 997.02	\$ 0.45	\$ 773.55
64	Apply 8" wide White channelization line per Caltrans Std. plan A20D, Detail 38.	469	LF	\$ 0.90	\$ 422.10	\$ 1.38	\$ 647.22	\$ 0.85	\$ 398.65
65	Apply 6" wide white lead line with one-way clear retro-reflective markers 25' on center.	500	LF	\$ 1.50	\$ 750.00	\$ 0.92	\$ 460.00	\$ 0.45	\$ 225.00
66	Apply 6" wide White lane line per Caltrans Std. Plan A20A, detail 12.	4,533	LF	\$ 0.75	\$ 3,399.75	\$ 0.46	\$ 2,085.18	\$ 0.45	\$ 2,039.85
67	Install "STOP" Pavement Marking (white) per Caltrans Std. Plan A24D	14	EA	\$ 150.00	\$ 2,100.00	\$ 172.85	\$ 2,419.90	\$ 55.00	\$ 770.00
68	Paint Curb Red to indicate no parking.	2,256	LF	\$ 1.50	\$ 3,384.00	\$ 3.75	\$ 8,460.00	\$ 1.20	\$ 2,707.20
69	Furnish and Install Solar Powered ELTEC HAWK (or approved equal) and sign, per detail.	12	EA	\$ 7,500.00	\$ 90,000.00	\$ 23,046.63	\$ 276,559.56	\$ 20,000.00	\$ 240,000.00
70	Install Caltrans Sign R26, "NO PARKING ANY TIME"	29	EA	\$ 300.00	\$ 8,700.00	\$ 288.08	\$ 8,354.32	\$ 190.00	\$ 5,510.00

Bid Summary

71	Apply 6" Yellow Edge of Travelway Line Per Caltrans Std. Plan A20B, Detail 24.	5,380	LF	\$ 1.50	\$ 8,070.00	\$ 0.63	\$ 3,389.40	\$ 0.45	\$ 2,421.00
72	Apply 6" White Dashed Bike Lane Intersection Line Per Caltrans Std. Plan A20D, Detail 39A.	400	LF	\$ 1.50	\$ 600.00	\$ 0.52	\$ 208.00	\$ 0.45	\$ 180.00
73	Apply White Thermoplastic Type IV Pavement Arrow Marking Per Caltrans Std. Plan A24A.	17	EA	\$ 75.00	\$ 1,275.00	\$ 144.04	\$ 2,448.68	\$ 40.00	\$ 680.00
74	Install Caltrans sign R4-7 "Keep Right".	4	EA	\$ 300.00	\$ 1,200.00	\$ 311.13	\$ 1,244.52	\$ 225.00	\$ 900.00
75	Install Sunline Bus Stop Signs per Section 5.10 'BUS STOP SIGNAGE' of the Sunline Design Manual.	1	EA	\$ 700.00	\$ 700.00	\$ 305.37	\$ 305.37	\$ 225.00	\$ 225.00
76	Apply White Thermoplastic Series of Isosceles Triangles Painted Yield Line per Caltrans Std. Plan A24E.	192	SF	\$ 6.00	\$ 1,152.00	\$ 5.76	\$ 1,105.92	\$ 5.00	\$ 960.00
77	Apply White Thermoplastic "Ped Xing" Pavement Painted Word Marking per Caltrans Std. Plan A24D.	12	EA	\$ 240.00	\$ 2,880.00	\$ 375.66	\$ 4,507.92	\$ 125.00	\$ 1,500.00
78	Apply Green Bike Lane Symbol Per Detail.	740	SF	\$ 3.50	\$ 2,590.00	\$ 7.49	\$ 5,542.60	\$ 6.90	\$ 5,106.00
79	Install Dashed Green Paint Per Detail.	640	SF	\$ 1.50	\$ 960.00	\$ 7.49	\$ 4,793.60	\$ 6.90	\$ 4,416.00
80	Apply 4" Solid Yellow Bike Path Centerline	800	LF	\$ 0.60	\$ 480.00	\$ 0.58	\$ 464.00	\$ 0.45	\$ 360.00
81	Apply 4" Yellow Broken Bike Path Centerline 3' Segments, 9' distance between segments	2,444	LF	\$ 0.60	\$ 1,466.40	\$ 0.46	\$ 1,124.24	\$ 0.45	\$ 1,099.80
82	Install Caltrans Sign W6-1 "Divided Highway".	2	EA	\$ 300.00	\$ 600.00	\$ 334.18	\$ 668.36	\$ 225.00	\$ 450.00
83	Install Caltrans Sign W6-2 "Divided Highway Ends"	2	EA	\$ 300.00	\$ 600.00	\$ 334.18	\$ 668.36	\$ 225.00	\$ 450.00
84	Install Caltrans Sign W6-3 "Two-Way Traffic"	2	EA	\$ 300.00	\$ 600.00	\$ 334.18	\$ 668.36	\$ 225.00	\$ 450.00
85	Install Caltrans Sign W4-2 "Lane Ends"	5	EA	\$ 300.00	\$ 1,500.00	\$ 334.18	\$ 1,670.90	\$ 225.00	\$ 1,125.00
86	Install Caltrans Sign W9-1 "Left Lane Ends"	2	EA	\$ 300.00	\$ 600.00	\$ 334.18	\$ 668.36	\$ 225.00	\$ 450.00
87	Install Caltrans Sign R4-1 "Do Not Pass"	1	EA	\$ 300.00	\$ 300.00	\$ 311.13	\$ 311.13	\$ 225.00	\$ 225.00
88	Install Caltrans Sign R3-2 "No Left Turn"	5	EA	\$ 300.00	\$ 1,500.00	\$ 190.13	\$ 950.65	\$ 225.00	\$ 1,125.00
89	Install Caltrans Sign R3-5 "Right Turn Only"	5	EA	\$ 300.00	\$ 1,500.00	\$ 190.13	\$ 950.65	\$ 225.00	\$ 1,125.00
90	Install Caltrans Sign R6-2 "One Way, Arrow to the Right"	5	EA	\$ 300.00	\$ 1,500.00	\$ 316.89	\$ 1,584.45	\$ 225.00	\$ 1,125.00
91	Install Caltrans Sign W9-1 "Right Lane Ends"	1	EA	\$ 300.00	\$ 300.00	\$ 334.18	\$ 334.18	\$ 225.00	\$ 225.00
92	Install Caltrans Sign W74 "Through Traffic Merge Left"	1	EA	\$ 300.00	\$ 300.00	\$ 334.18	\$ 334.18	\$ 225.00	\$ 225.00
93	Install Caltrans Sign R3-7 "Right Lane Must Turn Right"	1	EA	\$ 300.00	\$ 300.00	\$ 334.18	\$ 334.18	\$ 225.00	\$ 225.00
94	Apply Thermoplastic Lane Reduction Arrow Type VI Per Caltrans Standard Plan A24A	6	EA	\$ 150.00	\$ 900.00	\$ 282.32	\$ 1,693.92	\$ 100.00	\$ 600.00
95	Apply White 8" Lane Drop Line Per Caltrans Standard Plan A20C, Detail 37B	205	LF	\$ 0.60	\$ 123.00	\$ 2.07	\$ 424.35	\$ 0.80	\$ 164.00
96	Apply 6" White Edge of Travelway Line Per Caltrans Std. Plan A20B, Detail 27B.	250	LF	\$ 0.60	\$ 150.00	\$ 0.46	\$ 115.00	\$ 0.40	\$ 100.00
97	Apply 6" Yellow Lane Line with two way yellow retro-reflective markers 25' on center.	400	LF	\$ 0.60	\$ 240.00	\$ 1.27	\$ 508.00	\$ 0.45	\$ 180.00
98	Apply 6" wide Yellow Lane line per Caltrans Std. Plan A20A, Detail 6.	306	LF	\$ 0.60	\$ 183.60	\$ 0.58	\$ 177.48	\$ 0.45	\$ 137.70
99	Decomposed Granite, "Desert Gold" or approved equal, furnished and installed in place	18,700	SF	\$ 2.00	\$ 37,400.00	\$ 1.70	\$ 31,790.00	\$ 1.30	\$ 24,310.00

100	Crushed Rock, "Desert Gold" or approved equal, furnished and installed in place	28,650	SF	\$ 1.60	\$ 45,840.00	\$ 1.15	\$ 32,947.50	\$ 0.75	\$ 21,487.50
101	Rip Rap, "Brown Cresta" or approved equal, furnished and installed in place	6,180	SF	\$ 3.50	\$ 21,630.00	\$ 1.84	\$ 11,371.20	\$ 2.90	\$ 17,922.00
102	Desert Select Boulders, 1/3 buried - 18" diameter, furnished and installed in place	32	EA	\$ 50.00	\$ 1,600.00	\$ 155.26	\$ 4,968.32	\$ 100.00	\$ 3,200.00
103	Desert Select Boulders, 1/3 buried - 2' diameter, furnished and installed in place	22	EA	\$ 95.00	\$ 2,090.00	\$ 169.96	\$ 3,739.12	\$ 120.00	\$ 2,640.00
104	Desert Select Boulders, 1/3 buried - 3' diameter, furnished and installed in place	17	EA	\$ 175.00	\$ 2,975.00	\$ 222.50	\$ 3,782.50	\$ 200.00	\$ 3,400.00
105	Mulga (Acacia Aneura) 15 Gal., furnished and planted complete in place	96	EA	\$ 175.00	\$ 16,800.00	\$ 267.13	\$ 25,644.48	\$ 125.00	\$ 12,000.00
106	Texas Ebony (Ebenopsis Ebana) 15 Gal., furnished and planted complete in place	96	EA	\$ 175.00	\$ 16,800.00	\$ 244.99	\$ 23,519.04	\$ 135.00	\$ 12,960.00
107	Desert Willow (Chilopsis Linerai) 15 Gal., furnished and planted complete in place	48	EA	\$ 175.00	\$ 8,400.00	\$ 244.99	\$ 11,759.52	\$ 110.00	\$ 5,280.00
108	Desert Ironwood (Olneya Tesota) 15 Gal., furnished and planted complete in place	48	EA	\$ 175.00	\$ 8,400.00	\$ 244.99	\$ 11,759.52	\$ 125.00	\$ 6,000.00
109	Texas Ranger (Leucophyllum Frutescens) 5Gal., furnished and planted in place	250	EA	\$ 26.00	\$ 6,500.00	\$ 29.77	\$ 7,442.50	\$ 35.00	\$ 8,750.00
110	Fairy Duster (Calliandra Eriophylla) 5 Gal., furnished and planted in place	250	EA	\$ 26.00	\$ 6,500.00	\$ 29.77	\$ 7,442.50	\$ 35.00	\$ 8,750.00
111	Trailing Indigo Bush (Dalea Greggii) 5 Gal., furnished and planted in place	200	EA	\$ 26.00	\$ 5,200.00	\$ 29.77	\$ 5,954.00	\$ 50.00	\$ 10,000.00
112	Desert Spoon (Dasylirion Wheeleri) 5 Gal., furnished and planted in place	75	EA	\$ 26.00	\$ 1,950.00	\$ 29.78	\$ 2,233.50	\$ 35.00	\$ 2,625.00
113	Bear Grass (Nolina Microcarpa) 5 Gal., furnished and planted in place	125	EA	\$ 26.00	\$ 3,250.00	\$ 32.30	\$ 4,037.50	\$ 30.00	\$ 3,750.00
114	Mexican Fether Grass (Nassella Tenuissima) 5 Gal., furnished and planted in place	100	EA	\$ 26.00	\$ 2,600.00	\$ 29.77	\$ 2,977.00	\$ 30.00	\$ 3,000.00
115	Brittlebush (Encelia Farinosa) 5 Gal., furnished and planted in place	100	EA	\$ 26.00	\$ 2,600.00	\$ 29.77	\$ 2,977.00	\$ 35.00	\$ 3,500.00
116	Irrigation system, furnish and install all pipes, fittings, emitters, valves control boxes, etc. complete in place	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 354,302.71	\$ 354,302.71	\$ 290,000.00	\$ 290,000.00
117	Provide and Install "Way Finding" Signs complete in place	8	EA	\$ 3,575.00	\$ 28,600.00	\$ 8,642.49	\$ 69,139.92	\$ 7,500.00	\$ 60,000.00
118	LED Bollards by DABMAR LIGHTING Model D3400 or approved equal furnished and installed complete in place	126	EA	\$ 1,000.00	\$ 126,000.00	\$ 893.06	\$ 112,525.56	\$ 1,000.00	\$ 126,000.00
119	Round Lattice Shade Structure by Americana Building Products or approved equal - 10'x20' free stranding open round lattice, single arm tubular steel frame, round extruded aluminum lattice, color to be approved by the City, furnished and installed complete in place	4	EA	\$ 15,000.00	\$ 60,000.00	\$ 15,632.45	\$ 62,529.80	\$ 24,000.00	\$ 96,000.00
120	Ash Urn and Trash Receptacle with metal lid by Park Warehouse or approved equal, color to be approved by the City, furnished and installed complete in place	10	EA	\$ 700.00	\$ 7,000.00	\$ 862.35	\$ 8,623.50	\$ 1,250.00	\$ 12,500.00
121	Powder Steel Bench by The Bench Factory or approved equal, furnished and installed complete in place	10	EA	\$ 1,500.00	\$ 15,000.00	\$ 1,103.34	\$ 11,033.40	\$ 1,700.00	\$ 17,000.00
122	Drinking Fountain with optional pet fountain and bottle filler by Elkay or approved equal, color to be approved by the City, furnished and installed complete in place	4	EA	\$ 8,000.00	\$ 32,000.00	\$ 7,230.81	\$ 28,923.24	\$ 8,000.00	\$ 32,000.00

123	5 Bike Wave Bike Rack, "Roller Coaster" by Park Tastic or approved equal, color to be approved by the City, furnished and installed complete in place	4	EA	\$ 500.00	\$ 2,000.00	\$ 997.92	\$ 3,991.68	\$ 450.00	\$ 1,800.00
124	Bike Repair Station with air kit by Dero or approved equal, color to be approved by the City, furnished and installed complete in place	4	EA	\$ 750.00	\$ 3,000.00	\$ 1,871.88	\$ 7,487.52	\$ 2,100.00	\$ 8,400.00
Sub-Total:				\$ 4,046,008.70		\$ 4,258,601.20		\$ 4,887,884.00	
Contingency				\$ 404,600.87		\$ 425,860.12		\$ 488,788.40	
Grand Total				\$ 4,450,609.57		\$ 4,684,461.32		\$ 5,376,672.40	



**STAFF REPORT
11/18/2020**

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Coachella Travel Center Project

SPECIFICS:

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

STAFF RECOMMENDATION:

Staff recommends that the City Council open the public hearing and continue this item, including all requested entitlements, to the January 27, 2020 City Council meeting.

BACKGROUND:

This item was continued from the May 13, 2020, July 8, 2020, July 22, 2020 and September 9, 2020 City Council meeting dates due to numerous issues previously identified by City Council and staff that had yet to be addressed before the City Council could make an informed decision about the proposed development project. Additionally, the City has been in discussions with the City Attorney's office about the future roadway infrastructure project. It was noted by the City

Attorney in late July 2020 that a land appraisal had been ordered and that negotiations for a land purchase were to commence.

SUMMARY AND CONCLUSIONS:

The City Council and City staff previously raised traffic concerns with the project, as a result of the following issues:

- 1) Inadequacy of the traffic analysis discussed in the CEQA Initial Study/Mitigated Negative Declaration document in light of existing substandard conditions at the intersection of Avenue 50 and Tyler Street, near the project entry and the need for a traffic impact analysis to be prepared by a licensed traffic engineer.
- 2) Seasonal flooding issues that result in closure of Avenue 50 at the Whitewater Channel immediately adjacent to the main entrance into the property and the proposed project.
- 3) Concern regarding the Cal Trans Bridge Inspection Report for the Dillon Road Bridge requiring posting weight restriction limits signs for truckers to use alternate routes.
- 4) City Engineer concerns for public sewer and water improvements conceptual-level engineering plans and analyses to be submitted for review prior to final decision actions for the project.

The applicants are in favor of continuing this public hearing but have indicated that they disagree with the above issues as a reason to delay the project, stating only that they believe the City will acquire their property for street right-of-way purposes, and they are waiting for the City of Coachella to make an offer to purchase the subject property for the Avenue 50 / 86 Expressway Interchange project. As such, the developer has not met with the City Engineer to further discuss the scoping for a traffic study and for concept-level utility plans for the project.

Because the City's right-of-way acquisition team is currently engaged and the developer is unsure whether to finalize the entitlements at this time, staff is recommending another 60-day continuance to the January 27, 2020 City Council meeting.



STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Hold a Public Hearing, Receive Public Comment, and Adopt Resolution No. 2020-70 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2021-22 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Green Infrastructure Improvements Project

STAFF RECOMMENDATION:

Staff recommends that the City Council hold a public hearing, receive public comment, and adopt Resolution No. 2020-70 authorizing the city manager to submit an application for the Community Development Block Grant program Entitlement Funds for Fiscal Year 2021- 22 in the amount of \$364,000.00 for the Green Infrastructure Improvements Project at three locations: Avenida Adobe (north of Westerfield Way), Meadows Lane/Sierra Street, Meadows Lane/Brianne Lane.

BACKGROUND:

The County of Riverside and City of Coachella executed a Cooperation Agreement, for a term commencing July 1, 2021 through June 30, 2024 for the Community Development Block Grant, Home Investment Partnership Program and Emergency Solutions Grant for fiscal years 2021-22, 2022-23, and 2023-24, whereby the City elected to participate with the County, which has qualified as an “Urban County” for purposes of receiving Community Development Block Grant (CDBG) funds, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974.

Through this agreement, the City agreed to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of \$364,000.00, CDBG Entitlement Funds for the Green Infrastructure Improvements Project for fiscal year 2021-2022. This allocation reflects a proportional share of the County of Riverside’s entitlement allocation from the Department of Housing and Urban Development (HUD). The City can use its allocation for any eligible CDBG-activity, including, but not limited to, housing rehabilitation, code enforcement, and infrastructure improvement needs, as long as the primary beneficiaries are low-to-moderate income households. The City’s annual allocation is based on a formula that includes population, poverty rate, overcrowding, and sub-standard housing. For fiscal year 2021-2022, the City of Coachella’s allocation is approximately \$364,000.00 for CDBG-related activities.

DISCUSSION/ANALYSIS:

Through the 2021-2022 CDBG General Allocation, City Staff is proposing the submittal of a grant application for up to \$364,000.00 for the following eligible activities:

Green infrastructure improvements to manage stormwater at three locations:

<p style="text-align: center;">AVENIDA ADOBE (north of Westerfield Way)</p>	<p style="text-align: center;">MEADOWS LANE/SIERRA STREET <i>and</i> MEADOWS LANE/BRIANNE LANE</p>
<ul style="list-style-type: none"> ✓ Design plan development ✓ Creation of DG walking path ✓ Installation of desert-scape rock and plant material ✓ Installation of three 250-foot leach lines to improve drainage, ✓ Installation of 6-8 solar lights <p style="text-align: center;">\$200,000.00</p>	<ul style="list-style-type: none"> ✓ Design plan development ✓ Creation of DG walking path ✓ Installation of desert-scape rock and plant material ✓ Installation of 2 solar lights per basin <p style="text-align: center;">\$164,000.00</p>

The proposed activities are considered eligible for CDBG funding because they meet one or more of the following CDBG national objectives:

- Provide a benefit to low and moderate income persons;
- Prevent or eliminate slums and blight; or
- Meet other urgent community development needs due to natural disasters or other emergencies.

ALTERNATIVES:

1. Hold a Public Hearing, Receive Public Comment, and Adopt Resolution No. 2020-70 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2021-22 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Green Infrastructure Improvements Project
2. Not Hold a Public Hearing, Receive Public Comment, and Adopt Resolution No. 2020-70 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2021-22 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Green Infrastructure Improvements Project

FISCAL IMPACT:

Once the application is approved, the County will send a Supplemental Agreement for signature and the County will issue a Letter to Incur Costs to the City of Coachella so that the City can receive reimbursement in the amount of \$364,000.00 in CDBG entitlement funds for its Green Infrastructure Improvements Project. All disbursements of CDBG funds will be made within thirty (30) days after the County has received the City's reimbursement request including documentation supporting expenditures.

ATTACHMENTS:

Resolution No. 2020-70

RESOLUTION NO. 2020-70

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE
A 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ENTITLEMENT FUNDING APPLICATION TO THE COUNTY OF RIVERSIDE IN
THE AMOUNT OF \$364,000.00 FOR THE GREEN INFRASTRUCTURE
IMPROVEMENTS PROJECT**

WHEREAS, the County of Riverside and City of Coachella executed a Cooperation Agreement, dated July 1, 2018, whereby the City elected to participate with the County, which has qualified as an “Urban County” for purposes of receiving Community Development Block Grant, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974; and,

WHEREAS, the purpose of the CDBG grant application being submitted to the County of Riverside by the City of Coachella is to authorize the use of CDBG entitlement funds for fiscal year 2021-2022 in the estimated amount of \$364,000.00 which reflects a proportional share of the County of Riverside’s entitlement allocation from the Department of Housing and Urban Development. The City’s annual allocation is based on a formula that includes population, poverty rate, overcrowding, and sub-standard housing; and,

WHEREAS, the City Council has published information regarding eligible activities under the Act and has conducted a duly noticed public hearing on November 18, 2020, at 6:00 p.m. via Zoom video live conferencing due to the worldwide novel coronavirus pandemic and pursuant to Executive Order N-29-20; and,

WHEREAS, the notice of public hearing was posted and advertised pursuant to applicable federal, state, and local laws; and,

WHEREAS, both oral and written testimony was presented to the City Council at the public hearing.

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

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

Section 2. Conduct a Public Hearing and Adopt Resolution No. 2020-70 Authorizing the City Manager to Submit and Execute a 2021-2022 Community Development Block Grant (CDBG) Entitlement Funding Application to the County of Riverside in the Amount of \$364,000.00 for the Green Infrastructure Improvements Project.

Section 3. The City of Coachella intends to use its fiscal year 2021-2022 CDBG allocation for the following eligible CDBG-activities where the primary beneficiaries are low-to-moderate income households and activities prevent or eliminate slums and blight.

Section 4. That the City Manager is authorized to submit and execute the contractual and related documents to be prepared by the City of Coachella that are required for the implementation of projects set forth herein.

PASSED, APPROVED and ADOPTED this 18th day of November, 2020.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2020-70 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 18th day of November, 2020, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
11/18/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Cairo Casitas Project

SPECIFICS:

- a) Ordinance No. 1169 approving Change of Zone (CZ 20-2) to change the zoning from C-G (General Commercial) and R-M (Multiple Family Residential) to CN-PD (Neighborhood Commercial – Planned Development) and RM-PD (Multifamily Residential – Planned Development) on 0.49 acres of partially-developed land.
- b) Resolution No. 2020-69 approving Conditional Use Permit (CUP 328 setting land use regulations and minimum development standards for the CN-PD (Neighborhood Commercial – Planned Development Overlay) and R-M (Multiple-Family Residential – Planned Development Overlay) zones, and approving Architectural Review (AR 20-08) to allow parking lot and façade renovations of an existing commercial / mixed-use building and construction of a new 7,279 square foot, two-story apartments building with eight dwelling units and detached carports on 0.489 acres located at 51-704 Cesar Chavez Street (APN: 778-150-001). Tomer Tzadok (Applicant).

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Cairo Casitas project by taking the following actions:

- 1) Move to introduce for first reading, by title only, Ordinance No. 1169 approving Change of Zone (CZ 20-2) to change the zoning from C-G (General Commercial) and R-M (Multiple Family Residential) to CN-PD (Neighborhood Commercial – Planned Development) and RM-PD (Multifamily Residential – Planned Development) on 0.49 acres of partially-developed land.
- 2) Move to Adopt Resolution No. 2020-69 approving Conditional Use Permit (CUP 328 setting land use regulations and minimum development standards for the CN-PD (Neighborhood Commercial – Planned Development Overlay) and R-M (Multiple-Family Residential –

Planned Development Overlay) zones, and approving Architectural Review (AR 20-08) to allow parking lot and façade renovations of an existing commercial / mixed-use building and construction of a new 7,279 square foot, two-story apartments building with eight dwelling units and detached carports on 0.489 acres located at 51-704 Cesar Chavez Street (APN: 778-150-001). Tomer Tzadok (Applicant).

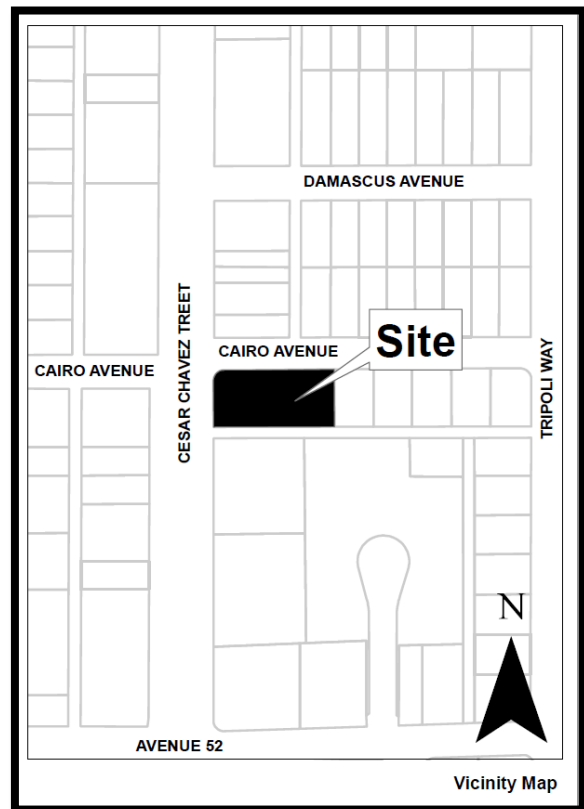
EXECUTIVE SUMMARY:

On October 7, 2020 the Planning Commission conducted a public hearing and recommended to the City Council, approval of the “Cairo Casitas” project inclusive of Change of Zone (CZ 20-02), Conditional Use Permit (CUP 328) and Architectural Review (AR 20-08). The proposed project is an “infill development” that will renovate an aging commercial/mixed use building located at the southeast corner of Cesar Chavez Street and Cairo Avenue. The project further includes the construction of a new eight-unit “garden apartments” two-story building and detached carports accessed from a public alley. The project will use the “PD (Planned Development Overlay)” zoning regulations for flexible “mixed use” zoning regulations to implement the vision of the City’s General Plan for this sector of Cesar Chavez Street. There were no public concerns registered during the public noticing periods, and the Planning Commission approved the project directing the applicant to provide additional landscaping in the central garden, and to complement the renovation of the commercial building with the new construction.

BACKGROUND:

The property known as 51-704 Cesar Chavez Street is a 0.489-acre corner site with an existing two-story commercial building constructed in 1965 that was historically used as a multi-tenant building with a laundromat and pub/bar (The Keg). The building has had two residential apartments on the second floor, and there is access from a public alley on the south side of the property.

In the late 2000’s the laundromat was planned for an expansion on the north side but the project was abandoned, leaving a 1,300 square foot “storage room” addition to the building. Within the past 10 years the commercial space previously occupied by the pub/bar was converted into a beauty salon and a snack shop (La Mangoneada), and the laundromat space was converted into two retail/office suites (Botanica and Office Services). Additionally, in the late 2000’s, the rear of the property accessed from Cairo Avenue and the public alley was paved and fenced, and has been used periodically for outdoor storage.



DISCUSSION/ANALYSIS:

The applicant/owner, Mr. Tomer Tzadok, submitted a conceptual development plans, and a formal application to renovate an older existing commercial building, and to construct a new two-story apartments building on the rear portion of the property. The existing building is a multi-tenant retail building with ground-floor commercial businesses and two dwelling units on the second floor. The easterly 11,392 square feet of the property (east side) contains an open paved area, which is being proposed for a new two-story apartments building will consist of eight (8) dwelling units designed in a “garden apartment” layout with detached carports to be accessed from the public alley on the south side of the property.

The project requires a change of zone from C-G (General Commercial), in the front portion of the property, to CN-PD (Neighborhood Commercial – Planned Development) in order to be consistent with the City’s General Plan land use designation. Additionally, the rear of the site will be re-zoned from R-M (Multiple-Family Residential) to RM-PD (Multiple Family – Planned Development Overlay) in order to allow flexible land use regulations and development standards for the project. Additionally, architectural review is required under the Zoning Code for review of the site plan, exterior building materials and colors, and the landscaping / fencing/ signage improvements.

Environmental Setting:

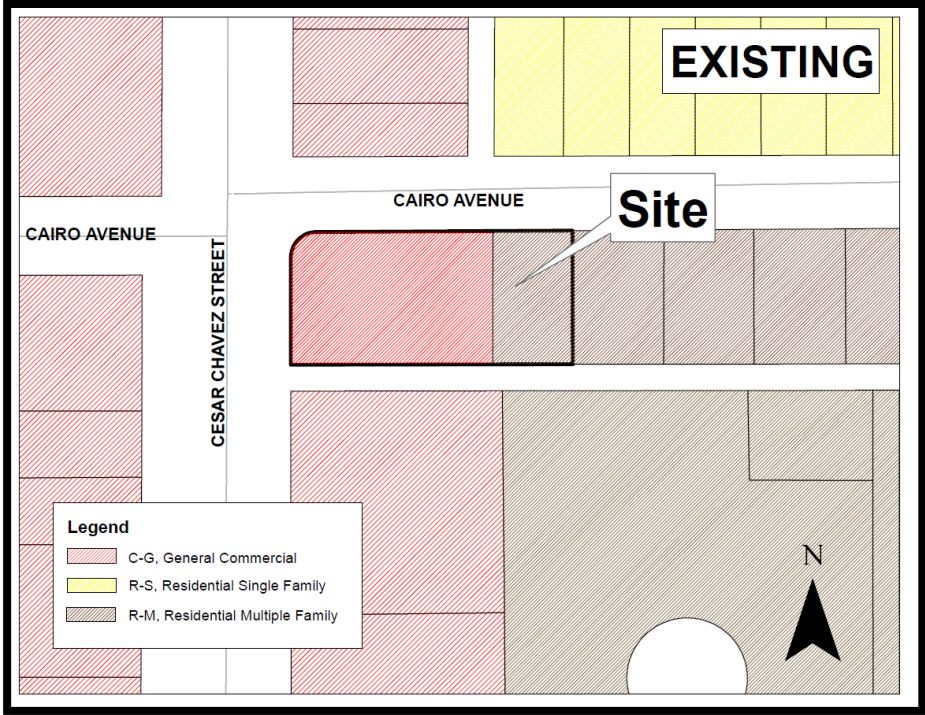
The subject site is a 0.489-acre partially-developed site with a split-zoning of commercial zoning (C-G) in the front, and multiple-family residential (R-M) in the rear. The site abuts a 20-foot wide public alley that runs east-to-west and which connects Cesar Chavez Street to Tripoli Way. There are existing apartment buildings adjacent and east of the subject site that use the alley for parking and carport access. The rear portion of the site is paved and has been previously used for outdoor storage and parking.

The site is designated as “Neighborhood Center” along Cesar Chavez Street on the 2035 Coachella General Plan’s Land Use and Community Character Element, as illustrated in the light purple designator, and “Urban Neighborhood” in the orange designator below:



Surrounding properties are designated “Neighborhood Center” to the north, south and west along Cesar Chavez Street and “Suburban Neighborhood” to the northeast along the north side of Cairo Avenue. There is an “Urban Neighborhood” designation to the east along the south side of Cairo Avenue where the Plaza Miranda Apartments are located. The Urban Neighborhood designation allows very high-density residential ranging from 0-38 dwelling units per acre. The proposed eight apartments will be situated on the rear 0.26-acre portion of the site. This would equal a density of 30.7 units per acre for that portion of the site, which is consistent with the density envisioned by the General Plan.

As previously stated, the site is currently split-zoned with C-G (General Commercial) zoning in the front and R-M (Multiple-Family Residential) zoning in the rear, as illustrated below:

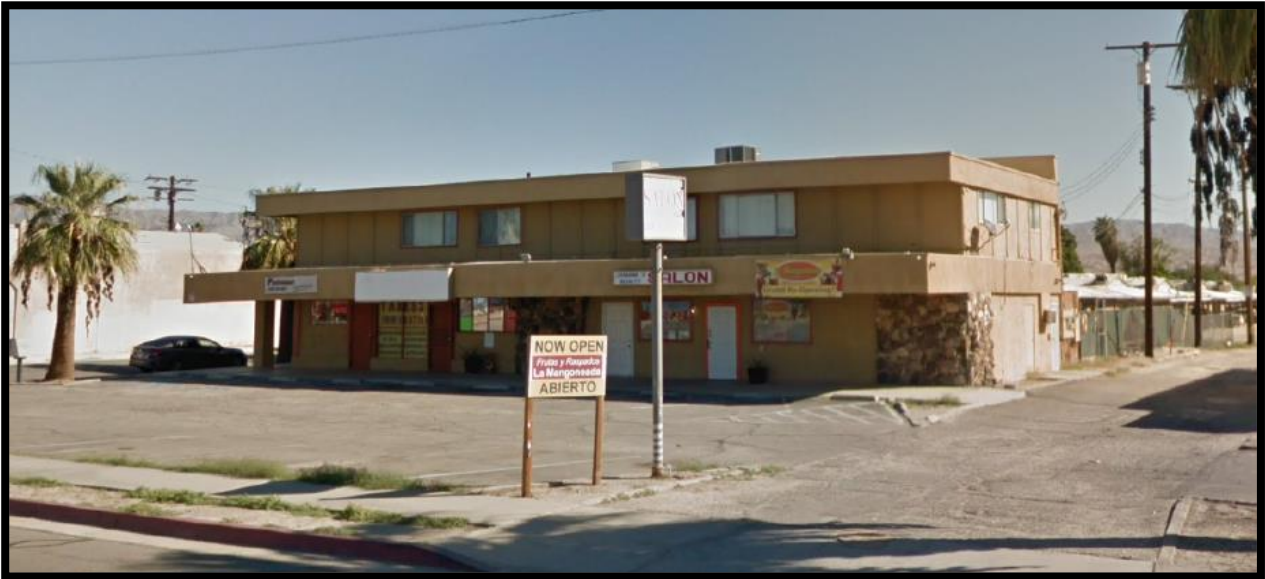


Existing Conditions:

The aerial photograph of the site and vicinity, and some Google image photographs are shown below:



Aerial Photograph:



Cesar Chavez Street Frontage



Cesar Chavez Street Frontage



Cairo Avenue Frontage



Cairo Avenue Frontage

The commercial building has existing businesses on the ground floor (Snack Bar, Beauty Salon, Office uses) and two apartments on the second floor. There is a “storage room” addition on the north side of the ground floor that will be converted into one of the eight apartments as part of the development. A trash enclosure area on the south side of the commercial building will be accessed from the service alley and will serve all tenants. Currently the existing one-way angled parking lot along Cesar Chavez Street is in disrepair and is nonconforming as it does not provide the required landscaping. The proposed project will renovate the parking lot and add landscaping.

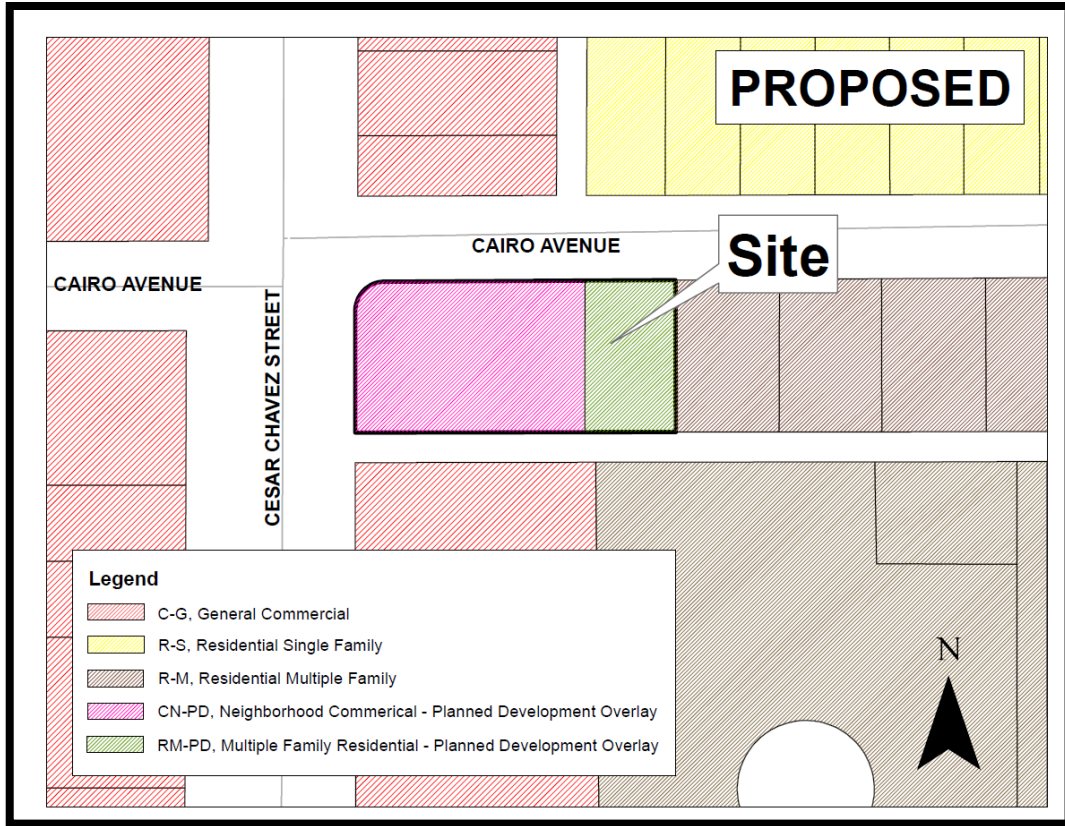
Surrounding properties to the east are zoned R-M and have one-story apartments on the south side of Cairo Avenue. The buildings along the south side of Cairo Avenue have a reduced setback of approximately five feet. There are single family residences on the north side of Cairo Avenue with a standard 15-20 foot deep front yard, and there are commercial uses to the north, west, and south along Cesar Chavez Street. The building at the southwest corner of Cairo Avenue and Cesar Chavez Street is an abandoned warehouse/office building with unimproved parking in the front.

Change of Zone:

The City has not created a “mixed-use zoning” ordinance or similar district regulations in the City’s Municipal Code, for this type of development, as envisioned in the General Plan. This would call for neighborhood commercial uses mixed with high-density multifamily residential, creating a gathering spot in the community and providing commercial services close to residential uses. Staff has previously recommended the use of the “PD” (Planned Development Overlay) zone which allows for flexible land use regulations and development standards. Although the PD Overlay is mostly intended for larger development sites that incorporate multiple parcels of land, staff finds that the flexibility provided in the Code is a feasible way to allow mixed-use development, until the City updates the Zoning Code in the future. This same approach was used to entitle the Pueblo Viejo Villas project, and the Tower Market/Borrego/Ravella project at the northwest corner of Calhoun Street and Avenue 50.

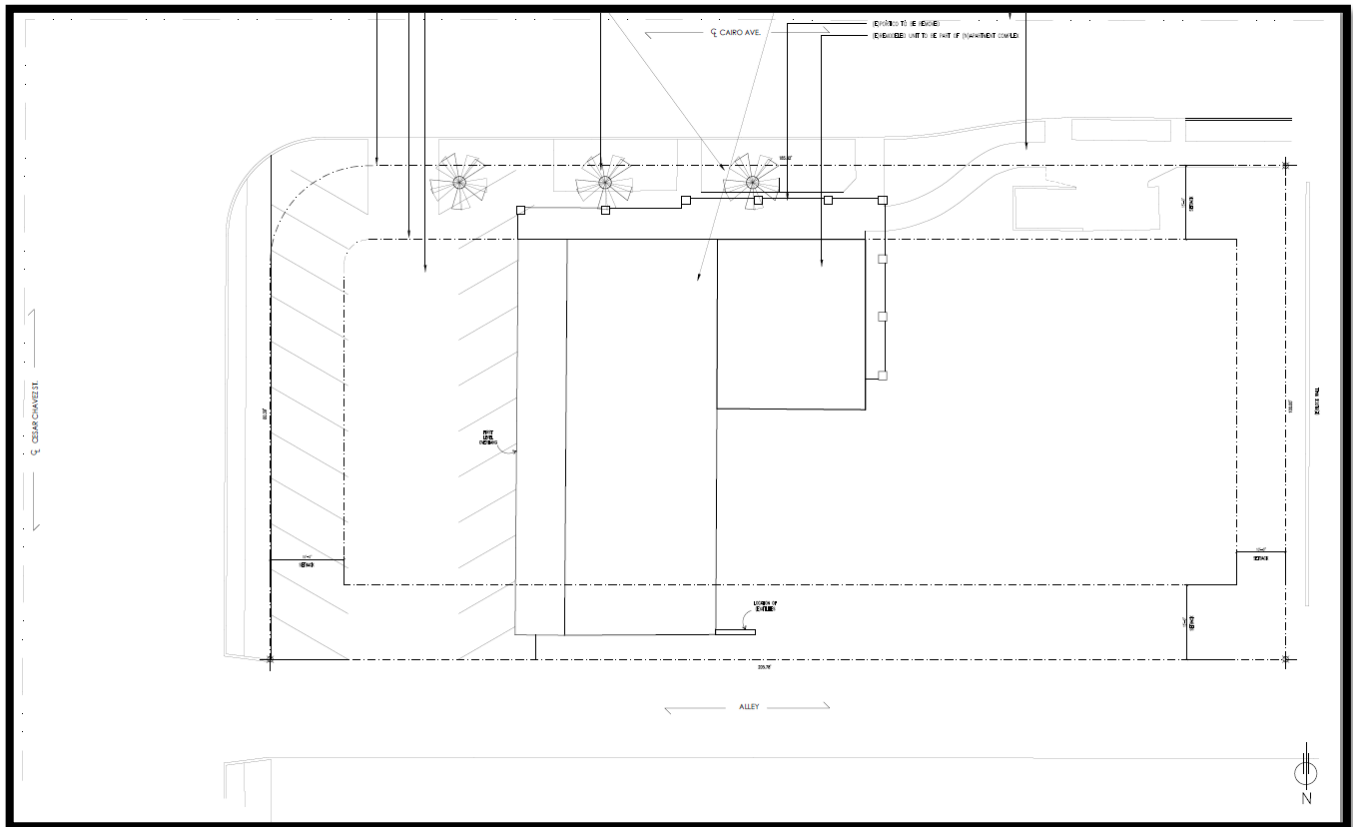
The “PD” Overlay Zone requires the adoption of “design guidelines” to include a master circulation plan, landscape plan, building massing plan, architectural theming and signage plan for all common areas and for the various building types. This project will use a streamlined “Architectural Review” approach because the renovation and new apartments will be built in one phase and the site is a small infill property.

The “change of zone” exhibit below shows how the PD Overlay zone will be incorporated on the City’s Official Zoning Map.



Site Plan Review:

The exhibit below shows the “existing site plan” conditions:



As shown above, there was a “storage room” addition on the northeast side of the commercial building is oriented towards Cairo Avenue, while all the existing storefronts are oriented towards Cesar Chavez Street. The parking lot is accessed from the south side at the public alley entrance from Cesar Chavez Street. The apartments on the second floor of the commercial building are accessed from a door near the alley and along Cairo Avenue. There is minimal landscaping on the site with palm trees located along Cairo Avenue. The rear portion of the site is fully paved, but will require some mitigation for on-site retention/drainage pursuant to current Engineering requirements.

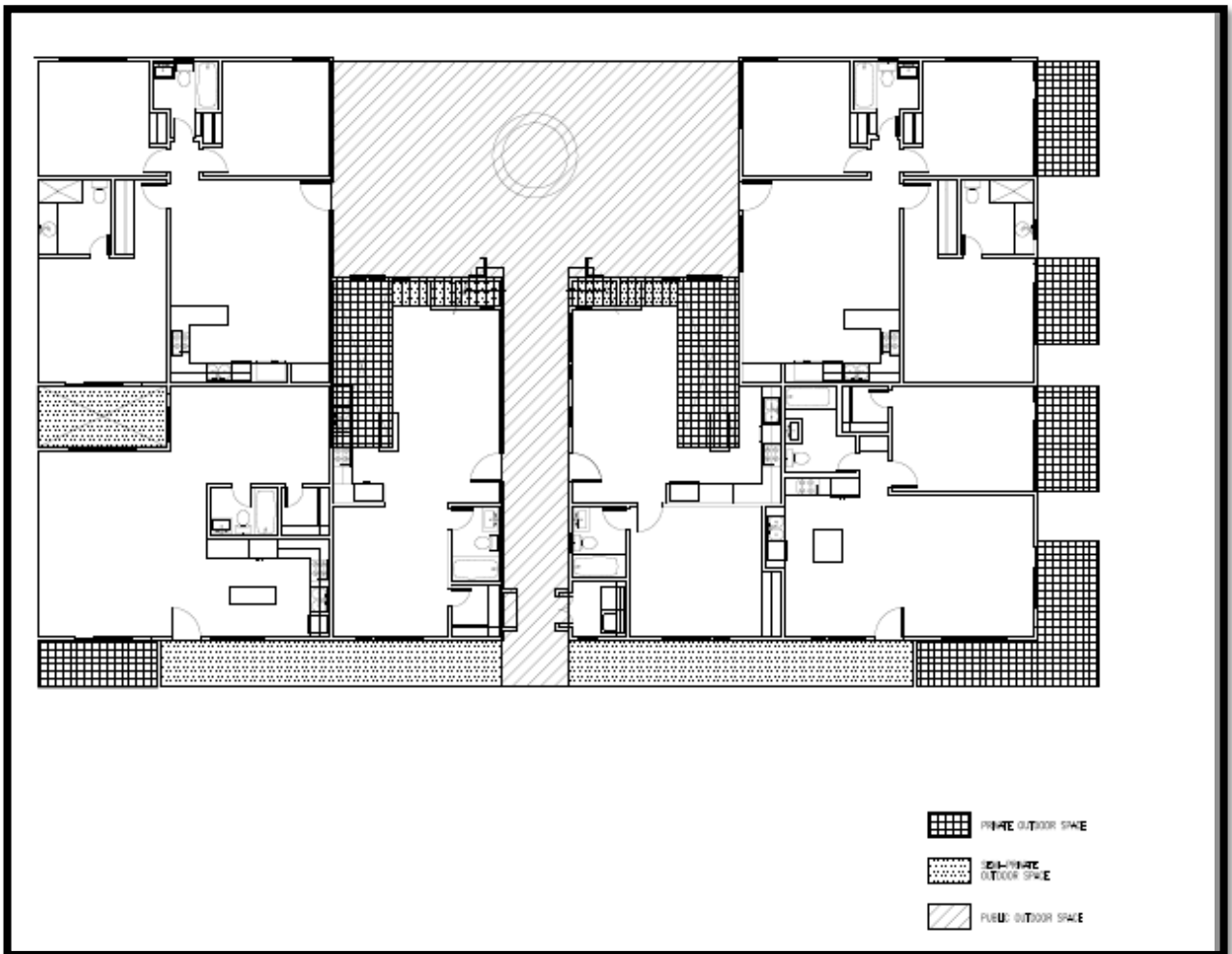
The applicant submitted the overall site plan that shows the project at build out. The existing commercial building would have a converted “storage area” and the new apartments building on the east side of the property, as shown below:

Floor Plans / Unit Mix:

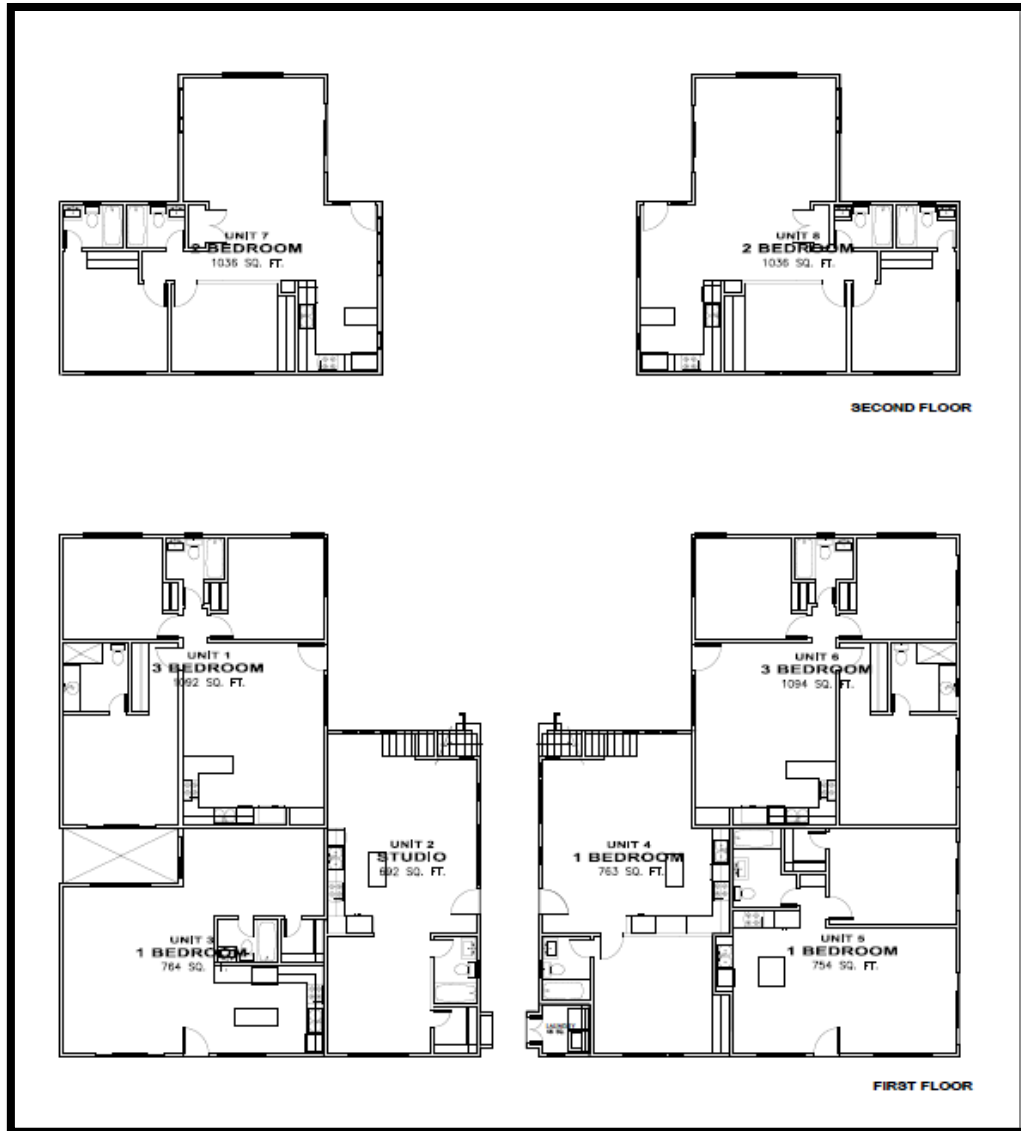
The applicant has submitted floor plans showing the following unit mix and minimum unit sizes:

- Studio Unit692 square feet (1 Unit)
- 1 Bedroom Unit754 square feet (3 units)
- 2 Bedroom Unit1,036 square feet (2 units)
- 3 Bedroom Unit.....1,092 square feet (2 units)

The exhibits below show the orientation of the various apartment dwellings, and the individual floor plans for each unit:



The above exhibit shows private and common open space areas for each dwelling. Each apartment will have a private patio area and access to the central garden area with fountain.



The above exhibit shows the front door entries into each apartment unit. Two ground floor units will have front doors facing the garden, and two will be accessed from the breezeway area, and two accessed from the rear. The upper floor units are two-bedroom units that will be accessed via a staircase that leads to a covered porch/balcony area.

Consistency with General Plan/Zoning / Proposed Flexible PD Overlay Standards:

The existing commercial building is a non-conforming structure in that it does not comply with current land use regulations and development standards. The standards in effect in 1965, or any exceptions granted by the City at that time, indicate that the parking lot was built with minimal landscaping and the public improvements including sidewalks, and drive approaches do not comply with current city standards. By virtue of the expansion of floor area and the addition of new dwelling units, the owner will be required to upgrade the existing non-conforming conditions and bring the commercial project up to City standards. Therefore, new commercial drive approaches will be installed and the existing sidewalks will be removed and replaced as needed to comply with current ADA path-of-travel requirements.

The PD Overlay zone allows the Planning Commission (through approval of a Conditional Use Permit) to set flexible land use regulations and development standards. The original ordinance was intended to encourage “clustered housing” where a large open space amenity is provided. For this project, the PD regulations can provide the ability to use smaller dwelling unit sizes, reduced setbacks and reduced parking ratios that would allow for a more urban character as envisioned in the General Plan for the “Neighborhood Center” and “Urban Neighborhood” designations.

However, this ordinance has also served the City as a zoning tool to allow mixed-use developments by creating mixed-use standards and reduced setbacks for urban infill projects. Accordingly, the CN-PD zone that is proposed for the commercial building will allow “multifamily residential” uses on the upper floors of the commercial building. Additionally, it will vest the parking lot to have reduced landscaping, and allow for loading to occur on parking stalls themselves instead of having a dedicated commercial loading area.

Setbacks and Parking:

The apartments will utilize flexible standards in that the front yard setback requirement which would normally be 15 feet along Cairo Avenue is being proposed at 11 feet. This would be compatible with the adjoining apartments to the east which have a reduced front yard setback of approximately five feet along Cairo Avenue. The interior side yard setback of 10 feet can be provided along the eastern property line.

Similarly, the off-street parking requirements for the project would be flexible as shown below:

Required Parking:

9 “commercial” stalls (2,212 sq. ft. bldg.)
 10 Covered “residential” Parking Spaces
 9 Uncovered “residential” Parking Spaces
28 Total Required

Parking Provided:

17 spaces
 8 Covered Parking Spaces
 3 Uncovered residential stalls
28 Total Provided

The summary above shows that the City’s Parking regulations require 28 parking stalls and the project can provide 28 parking stalls. However, there are two existing residences within the commercial building that would share parking in the commercial parking lot. Additionally, six of the required uncovered parking stalls would be shared with the commercial stalls. In addition to the off-street parking there is public parking allowed along Cairo Avenue that would mitigate the need for parking during peak hour use of the commercial uses.

Unit Mix/Dwelling unit sizes:

The new apartments building will have one Studio apartment, three 1-Bedroom apartment units, two 2-Bedroom apartment units, and two 3-Bedroom apartment units. The units will have the following sizes, which comply with minimum standards in the RM zone:

<u>Minimum Dwelling Unit Size:</u>	<u>Proposed Unit Size:</u>
<i>Studio Unit- 600 sq. ft.</i>	<i>692 sq. ft.</i>
<i>1 Bedroom Unit- 750 sq. ft.</i>	<i>754 sq. ft.</i>
<i>2 Bedroom Unit- 900 sq. ft.</i>	<i>1,036 sq. ft.</i>
<i>3 Bedroom Unit- 1,050 sq. ft.</i>	<i>1,092 sq. ft.</i>

Architectural Theming:

The PD Overlay zone requires that design guidelines showing theming for all common areas and architectural themes be provided as part of the change of zone request. Because this project will be developed in one phase and represents a small infill project, the architect submitted all the architectural exhibits for the buildings, showing the parking lot and façade renovations for the old building, signage plan, architectural and landscape exhibits for the new apartments, and a pictorial representation of a “Contemporary Art Deco” architectural theming that is proposed as shown below.





The images above show the inspiration style of architecture, and the bright color schemes, to be used in the proposed for the new apartments building. The style of architecture includes mono-color smooth plaster walls with flat roofs, strong horizontal banding, glass block windows, simple rooflines and cornice trims. These element which is a modernistic, and modern streamlined architectural forms. The architect designed the building in order to complement the existing commercial / mixed-use building which has a similar design motif, but that will be renovated significantly with this project.

The color schemes shown in the colored elevation drawings below depict what is being proposed for the commercial building, and the apartments building as viewed from the street:



The existing commercial building has a flat-roof design with a bold awning structure along the storefronts where signs are currently placed. The submitted plans show that the awning structure will be removed and replaced with canvas awnings. The Planning Commission imposed a requirement that the exterior finishes of the commercial building be treated to be compatible with the new apartments building. As such, the applicant has agreed to treat the textures and colors of the existing building to match those of the new apartments building.

The colored elevation drawing shows a soft white field color for all exterior walls of the buildings, with bronze window trims and bronze horizontal banding on the apartments. Glass block will be used in combination with vinyl windows on the apartments. The commercial

building will use espresso window trims and espresso-colored vertical wood cladding. Turquoise fascia trims on the commercial building and Turquoise canvas awnings will be used over all the storefront windows and side facades. A new sign program shows wall signs attached flat against the wall of the new building, with goose-neck lighting over each sign area.

The brochure below shows the vinyl window material, and a sample image of the vertical wood cladding.

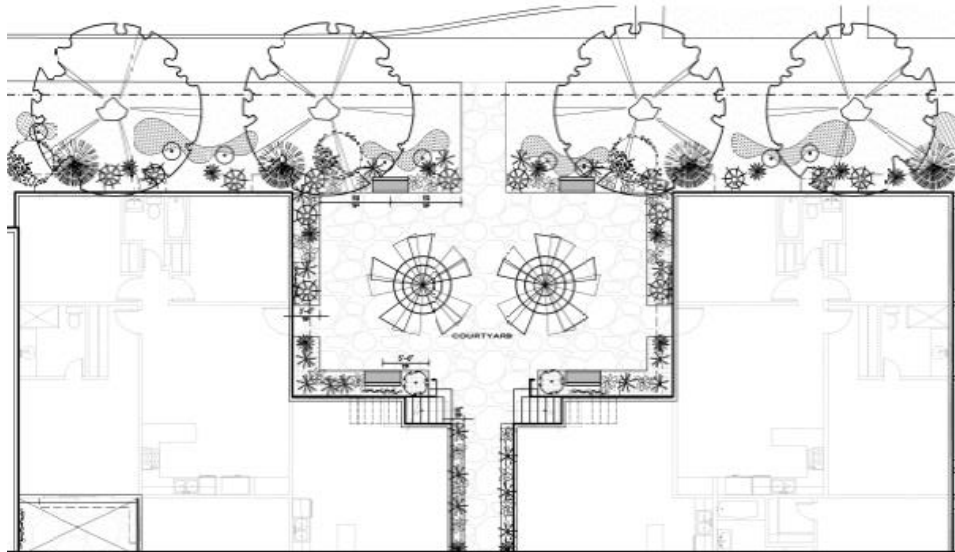


Landscaping:

The applicant submitted conceptual landscaping plans for the project showing new “fruitless olive trees” along the Cairo Avenue street frontage and in the parking lot perimeter planters along Cesar Chavez Street. New linear landscaping planters will be installed around the parking stalls and in front of the retail storefronts with desert-friendly plantings. The central garden will have stamped concrete and a fountain that is visible to the street, in addition to perimeter plantings in all walkway areas with a variety of shrubs, succulents, accent palm trees, and espalier/ vines as shown in the exhibit below.



The Planning Commission imposed a new condition of approval requiring the use of stamped concrete, additional shading with landscaping and seating benches to be added to the main garden. As a result of this, the architect submitted a revised landscaping plan for the main garden and the street trees / landscaping along Cairo Avenue was submitted as shown in the exhibit below:



The above plan shows the addition of two California Fan Palms in lieu of one fountain that was shown previously in the center of the garden. The revised plan shows four seating benches around the perimeter of the garden and enhanced plantings in the perimeter planter areas of the garden and breezeway. The street trees along Cairo Avenue were modified to add additional “Fruitless Olive” trees at the entry to the garden where the two palm trees were shown originally.

Environmental Review:

Staff found that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as “Infill Development” (CEQA Guidelines, Section 15332). The proposed project is consistent with the general plan designation and all applicable general plan policies and current zoning designations and will comply with the PD Overlay zoning regulations. The subject site is less than five acres in size and is substantially surrounded by urban uses. The project site has no value as habitat for endangered, rare or threatened species since it is improved with buildings and hardscape. The approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and the site can be adequately served by all required utilities and public services.

FISCAL IMPACT:

There are no fiscal impacts associated with approval of the Cairo Casitas project.

ALTERNATIVES:

1. Introduce Ordinance No. 1169 for first reading, by title only, and adopt Resolution No. 2020-69 to approve the Cairo Casitas Project with the findings and conditions attached to this staff report.
2. Introduce Ordinance No. 1169 for first reading, by title only, and adopt Resolution No. 2020-69 to approve the Cairo Casitas Project with modified conditions of approval.
3. Continue this matter and provide staff direction.
4. Make findings for denial of the Cairo Casitas Project.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 or #2 as noted above.

Attachments:

Ordinance No 1169 approving Change of Zone (CZ 20-02)
Resolution No. 2020-69 approving CUP 328 and AR 20-08

ORDINANCE NO. 1169

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE (CZ 20-02) FOR THE CAIRO CASITAS PROJECT FROM C-G (GENERAL COMMERCIAL) AND R-M (MULTIPLE-FAMILY RESIDENTIA) TO CN-PD (NEIGHBORHOOD COMMERCIAL - PLANNED DEVELOPMENT OVERLAY) AND R-M (MULTI-FAMILY RESIDENTIAL – PLANNED DEVELOPMENT OVERLAY) ZONES ON 0.489 ACRES LOCATED AT 51-704 CESAR CHAVEZ STREET (APN: 778-150-001). TOMER TZADOK (APPLICANT).

WHEREAS, Mr. Tomer Tzadok has filed an application for Change of Zone (CZ 20-02) on 0.489 acres of partially-developed land located at the southeast corner of Cesar Chavez Street and Cairo Avenue in order to allow the renovation of an existing commercial/mixed-use building and the construction of a new 7,279 square foot apartments building with eight dwelling units ranging in size from 692 square feet to 1,094 square feet and detached carports; and,

WHEREAS, the Proposed Project is in full compliance with the City of Coachella General Plan’s “Land Use and Community Character Element” because the site has a split designation of Neighborhood Center where a mixed-use building will be renovated, and the rear portion of the site is designated Urban Neighborhood requiring high-density residential uses, and the proposed multifamily apartments building will have a density of 30 units per acre; and,

WHEREAS, the proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15332 as an infill development project because the project involves development on a site under five acres where the parcel complies with General Plan policies and zoning regulations, is not suitable as habitat for any sensitive plant or animal species, and can be served with public utilities; and,

WHEREAS, the Planning Commission held a duly noticed public hearing to consider Change of Zone (CZ 20-02) and the attendant entitlement requests (CUP 328 and AR 20-08) at a regular Planning Commission meeting held on October 7, 2020 wherein the applicant and the public was given an opportunity to testify, in the Coachella Permit Center located at 53-990 Enterprise Way, Coachella, California; and the Commission recommended to the City Council approval of Change of Zone (CZ 20-02); and,

WHEREAS, the City Council held a duly noticed public hearing to consider Change of Zone (CZ 20-02) and the attendant entitlement requests (CUP 328 and AR 20-08) at a special meeting held on November 18, 2020 wherein the applicant and the public was given an opportunity to testify, in the Coachella City Hall located at 1515 6th Street, Coachella, California; and,

WHEREAS, the Project is permitted pursuant to Chapters 17.20, 17.24 and 17.28 of the Coachella Municipal Code, as proposed with this Change of Zone to allow the Project; and,

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

located; and,

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

WHEREAS, the Proposed Project would not be detrimental to the general 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 (CZ 20-02) marked “Exhibit A” from C-G (General Commercial) and R-M (Multiple Family Residential) To CN-PD (Neighborhood Commercial – Planned Development Overlay), and RM-PD (Multi-Family Residential – Planned Development) on 0.489 acres of land located at 51-704 Cesar Chavez Street, with the findings listed below

Findings for Change of Zone 20-02:

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035 in that the front portion of the site along Cesar Chavez Street has a “Neighborhood Center” land use designation which encourages mixed-use developments and the existing building has mixed commercial/residential land uses that will be preserved and renovated. The project has a neighborhood-serving commercial building with two apartments on the second floor. The site has an “Urban Neighborhood” land use designation in the rear portion of the site where high-density multifamily residential uses are required. The new apartments building will occupy the rear portion of the site and will create a residential density of 30 units per acre, which is consistent with the General Plan vision for this site.
2. The Project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code as allowed in the CN-PD and RM-PD zoning districts, with the included design criteria of the attendant development applications for the project. The Project is in compliance with the form and character policies of the applicable sections of the General Plan and the development standards of the City’s Zoning Code.
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 and multifamily residential uses.

4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. Surrounding properties to the project site include one-story and two-story buildings including commercial, and a mixture of single-family and multi-family residential 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 proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as “Infill Development” (CEQA Guidelines, Section 15332). The proposed project is consistent with the general plan designation and all applicable general plan policies and current zoning designations and will comply with the PD Overlay zoning regulations. The subject site is less than five acres in size and is substantially surrounded by urban uses. The project site has no value as habitat for endangered, rare or threatened species since it is improved with buildings and hardscape. The approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and the site can be adequately served by all required utilities and public services. As such, no environmental review is required for this project.

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 amendment shall take effect thirty (30) days following after its approval and adoption by the City Council.

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

PASSED, APPROVED, and ADOPTED this 18th day of November 2020.

Steven A. Hernandez, Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1169 was duly and regularly introduced at a meeting of the City Council on the 18th day of November, and that thereafter the said ordinance amendment was duly passed and adopted _____, 2020.

AYES:

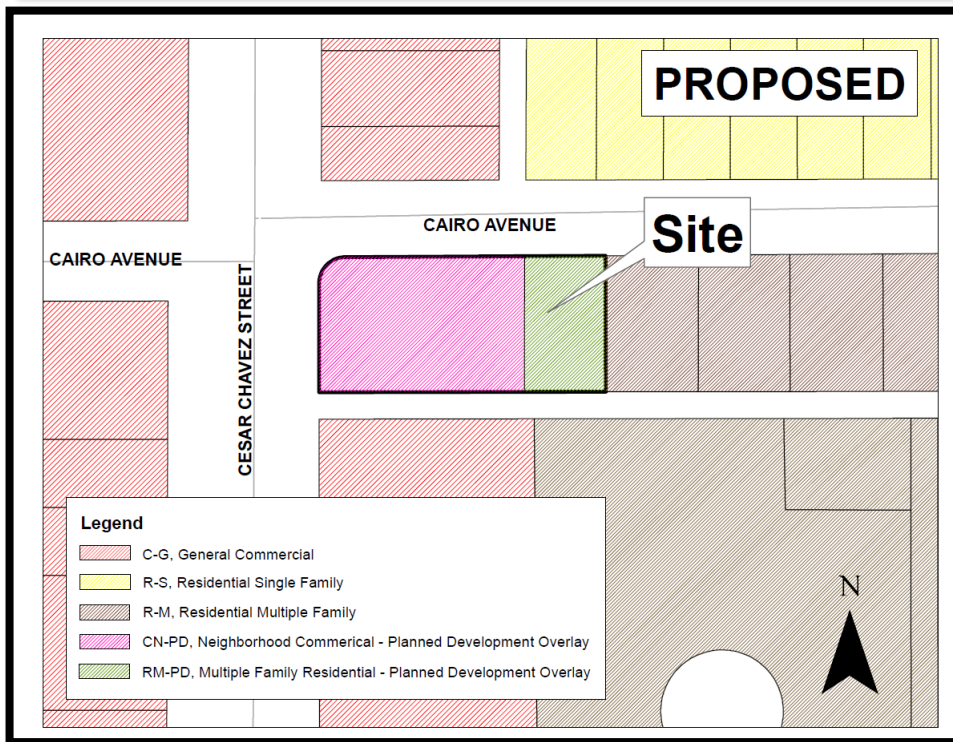
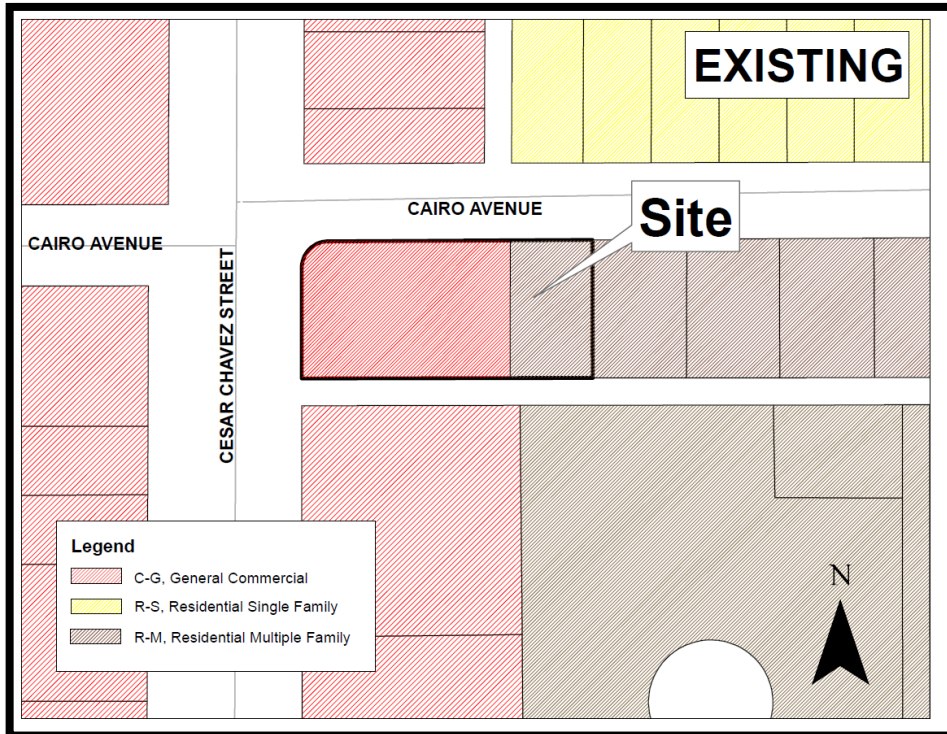
NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

”Exhibit A”



RESOLUTION NO. 2020-69

A RESOLUTION OF THE CITY OF COACHELLA APPROVING CONDITIONAL USE PERMIT (CUP 328) SETTING LAND USE REGULATIONS AND MINIMUM DEVELOPMENT STANDARDS FOR THE CN-PD (NEIGHBORHOOD COMMERCIAL – PLANNED DEVELOPMENT OVERLAY) AND R-M (MULTIPLE-FAMILY RESIDENTIAL – PLANNED DEVELOPMENT OVERLAY) ZONES, AND APPROVING ARCHITECTURAL REVIEW (AR 20-08) TO ALLOW PARKING LOT AND FAÇADE RENOVATIONS TO AN EXISTING COMMERCIAL/MIXED-USE BUILDING AND CONSTRUCTION OF A NEW 7,279 SQUARE FOOT, TWO-STORY APARTMENTS BUILDING WITH EIGHT DWELLING UNITS AND DETACHED CARPORTS ON 0.489 ACRES LOCATED AT 51-704 CESAR CHAVEZ STREET (APN: 778-150-001). TOMER TZADOK (OWNER/APPLICANT).

WHEREAS, Mr. Tomer Tzadok (applicant) has filed an application for Conditional Use Permit (CUP 328) and Architectural Review (AR 20-08) to allow for the renovation of an existing commercial/mixed-use building and the construction of a new 7,279 square foot apartments building with eight dwelling units ranging in size from 692 square feet to 1,094 square feet and detached carports on 0.489 acres of partially developed land located at 51-704 Cesar Chavez Street; and,

WHEREAS, on September 27, 2020 the City gave public notice as required under Government Code Section 66451.3 by mailing notices to property owners within 300 feet of the project and publishing a 10-day public notice in the Desert Sun newspaper regarding the public hearing at which the project would be considered; and,

WHEREAS, the Planning Commission held a public hearing to consider CUP 328, and AR 20-08 at a regular Planning Commission meeting held on October 7, 2020 wherein the applicant and the public was given an opportunity to testify, in the Coachella Permit Center located at 53-990 Enterprise Way, Coachella, California; and,

WHEREAS, the proposed project is in conformity with the City’s General Plan policies and objectives and appropriate for the affected subject site, and not likely to be detrimental to the adjacent properties or residents; and,

WHEREAS, the proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15332 as an infill development project because the project involves development on a site under five acres where the parcel complies with General Plan policies and zoning regulations, is not suitable as habitat for any sensitive plant or animal species, and can be served with public utilities; and,

WHEREAS, the proposed project would not adversely affect the general 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 (CUP 328) and Architectural Review (20-02) subject to the findings and conditions of approval listed below.

Findings for Conditional Use Permit (CUP 328) & Architectural Review (AR 20-08):

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has an Industrial District land use designation that allows for the proposed development. The proposed uses on the site are in keeping with the policies of the Industrial District land use classification and the Project is internally consistent with other General Plan policies for this type of development.
2. The proposed use will not be in conflict with, but will be in harmony with and in accordance with the policies and objectives of the Coachella General Plan 2035, in that the front portion of the site along Cesar Chavez Street has a “Neighborhood Center” land use designation which encourages mixed-use developments and the existing building has mixed commercial/residential land uses that will be preserved and renovated. The project has a neighborhood-serving commercial building with two apartments on the second floor. The site has an “Urban Neighborhood” land use designation in the rear portion of the site where high-density multifamily residential uses are required. The new apartments building will occupy the rear portion of the site and will create a residential density of 30 units per acre, which is consistent with the General Plan vision for this site.
3. The proposed uses will be located, designed, constructed, operated and maintained so as to be compatible with the existing or intended character of the general vicinity and shall not change the essential character of the same area. The proposed project is in compliance with the applicable development standards of the City’s Zoning Code as proposed with the attendant Change of Zone No. 20-02 request to create a CN-PD and RM-PD split zoning designation. There are multi-family residential uses immediately adjacent to the east of the property and adjoining commercial uses to the north, south and west, which make the project compatible with surrounding uses.
4. Consideration is given to harmony in scale, bulk, coverage and density, to the availability of public facilities and utilities, to harmful effect, if any, upon desirable neighborhood character, to the generation of traffic and the capacity of surrounding streets, and to any other relevant impact of the development. The proposed development consists of a multi-tenant commercial/mixed-use building that provides neighborhood-serving commercial and service uses to City residents. The proposed apartments will be compatible in scale with the commercial buildings along Cesar Chavez Street and will have alley access to minimize vehicular movements along Cairo Avenue.
5. Where the proposed use may be potentially hazardous or disturbing to existing or reasonably expected neighboring uses, it must be justified by the common public interest as a benefit to the community as a whole. The proposed development will consist of neighborhood commercial, and multifamily residential uses which are compatible with the neighboring properties and are not uses known to create any potentially hazardous or disturbing impacts to surrounding property owners. The plans submitted for this project propose buildings with

enhanced architectural features and compliance with city parking regulations which will be compatible with adjoining commercial developments and apartments in the immediate vicinity of the site. The surrounding properties to the east, north and south can provide for similar commercial / mixed use developments and as such, the proposed buildings will be in keeping with the scale, massing, and aesthetic appeal of the existing neighborhood and future development.

6. The proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as “Infill Development” (CEQA Guidelines, Section 15332). The proposed project is consistent with the general plan designation and all applicable general plan policies and current zoning designations and will comply with the PD Overlay zoning regulations. The subject site is less than five acres in size and is substantially surrounded by urban uses. The project site has no value as habitat for endangered, rare or threatened species since it is improved with buildings and hardscape. The approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and the site can be adequately served by all required utilities and public services. As such, no environmental review is required for this project.

CONDITIONS OF APPROVAL:

1. Conditional Use Permit No. 328 and Architectural Review No. 20-08 are approved for 12 months from the effective date of approval unless an extension of time is requested by the applicant and granted by the Planning Commission. Issuance of building permits and pursuit of construction will vest the proposed project which includes all three application mentioned above.
2. The renovated commercial / mixed-use building and construction of the new multifamily residential building and carports shall be in conformance with construction drawings and landscaping plans designed in accordance with the exhibits submitted for the Cairo Casitas Planned Development and conditions of approval imposed below:
 - a. All exterior building materials and colors shall substantially match the exhibits submitted with the Cairo Casitas Planned Development applications and the Design Guidelines. Windows for the apartments shall be a combination of divided light with bronze vinyl trim and metal eyebrow awnings above each window. Glass block accent windows may be flush to the wall with no trim or awning. The commercial storefront windows shall incorporate a turquoise angled canvas awning at least 48 inches in depth.
 - b. Conditional Use Permit No. 328 hereby approves a 4,656 square foot mixed-use commercial building with ground-floor commercial and two dwelling units on the second floor, with shared open parking in the CN-PD (Neighborhood Commercial-Planned Development Overlay) zone. The land use regulations in the City’s Municipal Code for the C-N (Neighborhood Commercial) zone will govern the commercial uses for the property. The land use regulations in the City’s R-M (Multiple-Family Residential) zone will govern the residential apartment portion of the site.

- c. Conditional Use Permit No. 328 hereby approves a new 7,279 square foot, two-story multifamily garden apartments building with detached carports and common area improvements with one covered parking space per unit, and shared open parking with the adjacent commercial/mixed use building, with a minimum front yard setback of 11 feet along Cairo Avenue, and five feet along the east property line, in the RM-PD (Multiple Family Residential -Planned Development Overlay) zone.
 - d. The multifamily residential building shall have a minimum 11-foot landscaped front yard setback area along Cairo Avenue with no fencing. The central garden may have open, wrought-iron fencing up to 6 feet in height at the front setback line. The central garden must maintain a clear view corridor to the street with no physical obstructions for the full width of the garden.
 - e. A minimum of two front entry doors to the multifamily apartments building shall be oriented towards the central garden.
 - f. Fencing for private patios in the side and rear yard area of the apartment building shall consist of decorative masonry walls.
 - g. Carports shall be painted to match the apartments building field colors and fascia trim colors. Half of all parking spaces shall be covered and
 - h. Signage for the property may consist of business identification wall signs over each commercial storefront, not to exceed 2 square feet of sign area for every lineal foot of tenant occupancy frontage or 50 square feet (whichever is less), with a goose-neck lamp for illumination. One freestanding pylon sign identifying the center and/or the commercial tenants may be erected along the Cesar Chavez Street frontage, within a landscaped planter area, up to 12 feet in height and a maximum size of 75 square feet in size. The eight-unit apartment building may have one identification sign placed on a wall surface not to exceed 30 square feet.
 - i. The main garden shall incorporate one or more shade structures with seating/benches for common –are use.
 - j. Stucco finishes for the existing building shall be treated to match the new construction.
3. All plans, as shown, are considered “conceptual,” subject to revisions as called out by the conditions of this resolution. The plans shall not be stamp-approved until all conditions requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance with this approval, will require an amendment to the approval of Architectural Review No. 20-08, including architectural features, materials, and site layout.
4. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the

adopted C.B.C., C.P.C., C.M.C., N.E.C., including all requirements of the Riverside County Fire Marshal's Office.

5. The applicant will agree to defend and indemnify the City of Coachella against all claims, actions, damages, and losses, including attorney fees and costs, in the event that anyone files legal challenges to the approval of this project on the basis of the California Environmental Quality Act (CEQA). Prior to the issuance of building permits, the applicant shall execute a standard indemnification agreement subject to review by the City Attorney.

ENGINEERING

6. All existing & proposed public and private improvements including right of way and/or easements shall be clearly identified on the site plan including street pavement, curb, gutter, sidewalk, street trees, perimeter walls, perimeter landscaping and irrigation, storm drain, surface drainage patterns, sewer and water, street lights, and any other incidental works necessary to complete the improvements. Driveways shall conform to City of Coachella standards for residential driveways.
7. A preliminary soils report shall be prepared for the project by an appropriately licensed professional engineer. At a minimum, the soils report shall provide specific analyses and recommendations for grading, pavement structural sections, and infiltration.
8. A precise grading/improvement plan, prepared by a California Registered Civil Engineer, shall be submitted for review and approval by the City Engineer prior to issuance of any permits. A final soils report, compaction report and rough grading certificate shall be submitted and approved prior to issuance of any building permits.
9. A submittal for review and approval by the City Engineer all documents related to any existing and proposed on-site and off-site easements that may affect the development of the site. All easements shall be identified on the engineering plans.
10. 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.
11. The applicant shall pay all necessary plan check, permit and inspections fees. Fees will be determined when plans are submitted to the City Engineering Department for plan check.
12. 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.

Precise Grading:

13. A precise grading/improvement plan, prepared by a California Registered Civil Engineer, showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements, and all other pertinent information shall be submitted for review and approval by the City Engineer.
14. Rough grading shall be certified by the project soils engineer prior to issuance of a permit for precise grading or building construction.
15. If applicant is planning to build a wall, separate permits shall be required for wall construction. The maximum height of any wall shall be limited to six (6) feet as measured from an average of the ground elevations on either side.

Street Improvements

16. Applicant shall construct all off-site and on-site improvements including street pavement, curb, gutter, sidewalk, street trees, perimeter walls, perimeter landscaping and irrigation, storm drain, street lights, and any other incidental works necessary to complete the improvements. Driveways shall conform to City of Coachella standards for commercial driveways with a minimum width of 24.00 feet and curbed radius entrances.
17. Public improvements along the project's frontage shall include repair and construction of pavement, curb, gutter, and sidewalk necessary for compliance with current standards and ADA requirements.
18. Applicant shall construct all off-site and on-site water improvements and any other incidental works necessary to complete the improvements. Size and location of sewer and water improvements shall be approved by the City Engineer.

Sewer and Water Improvements

19. Sewer and water improvement plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check and City Engineer approval.
20. Applicant shall construct all off-site and on-site water improvements and any other incidental works necessary to complete the improvements. Size and location of sewer and water improvements shall be approved by the City Engineer.

Engineering - Prior to Issuance of Building Permits

21. A final soils report, compaction report and rough grading certificate shall be submitted and approved prior to issuance of any building permits.
22. Prior to issuance of building permits, all required public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be

completed or secured with appropriate sureties to the satisfaction of the City Engineer. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCad format. All off-site and on-site improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.

Engineering - Prior to Release of Occupancy Permits/Acceptance of Public Improvements

23. Prior to issuance of certificate of occupancy, all public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be completed to the satisfaction of the City Engineer. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCad format. All off-site and on-site improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.

Riverside County Fire Department (Fire Marshal's Office):

24. Prior to the issuance of building permits, the applicant shall confirm that the existing fire hydrant provides the required fire flow. Fire hydrant(s) location and spacing shall comply with the fire code. Reference 2016 California Fire Code (CFC) 507.5.1 Appendices B and C.
25. Prior to building permit issuance, the applicant shall provide a fire access site plan pursuant to CFC 503.1.1.
26. 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.
27. Fire Sprinkler System: An automatic fire sprinkler system shall be provided throughout all buildings with a Group R fire area. CFC 903.2.8
28. The applicant may be required, through the review and approval process, to install a water flow monitoring system and/or fire alarm system pursuant to CFC 903.4, CFC 907.2 and NFPA 72.
29. 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.

Imperial Irrigation District:

30. The applicant shall meet and confirm any construction or operation on IID property or within its existing and proposed right-of-way or easements will require an encroachment permit, including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities (e.g. power lines).
31. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

Utilities:

32. The applicant shall ensure that a Source Control “Short Form” has been completed by the applicant, turned into Source Control, reviewed and all modifications have been completed prior to issuance of a Certificate of Occupancy.
33. The applicant shall ensure that adequate fire protection is included and the public water supply is protected with a “Double Check Detector Assembly” (DCDA) or greater on all fire water lines to commercial/industrial facilities.
34. The applicant shall ensure that a “Reduced Pressure Principle Back-Flow Prevention Assembly” (RP) is correctly installed within 12” of all water meters servicing landscape, commercial and/or industrial facilities.
35. The applicant shall ensure that all landscape is on a separate water meter with a “Reduced Pressure Principle Back-Flow Prevention Assembly” (RP) ensuring the establishment is not assessed sewer fees for water used on landscape.
36. The applicant shall submit all mechanical and plumbing plans to Source Control for review to determine if an oil/grease interceptor is required, proper sizing is established and sample box is included, if constructed.
37. All facilities and landscape plumbing which have water or wastewater (sewer) services are required to obtain approval from the Environmental Compliance (Source Control), Water and Sanitary Sewer Divisions prior to receipt of the Certificate of Occupancy. This includes but is not limited to new construction and/or tenant improvements.
38. If a fire suppression system is to be installed, it must be conducted to a dedicated fire suppression system not the domestic drinking water system. Separation by an RP is acceptable prior to obtaining the C of O.

Coachella Valley Unified School District:

39. The applicant shall pay all applicable mitigation fees as required by the Coachella Valley Unified School District prior to issuance of a building permit. The fee has been established at

\$4.08 per square foot for all residential construction, and subject to change without prior notice.

Utilities - Environmental Compliance:

40. The applicant shall submit detailed plumbing plans for sewer and water improvements for review by the Utilities Division staff, prior to issuance of building permits.
41. Prior to issuance of building permits, the applicant shall submit a plan showing a summary of the plumbing fixture count for the new apartment building.
42. The owner shall submit a completed survey from the tenant in the existing food service establishment on the commercial building. A grease removal device shall be required if criteria is met.

Landscaping:

43. Final landscaping and irrigation plans shall be submitted to the Development Services Department for review and approval. Said plans shall conform to the landscaping plan submitted as part of the subject Architectural Review, and as conditioned herein.
44. Landscaping and irrigation shall be provided in accordance with Section 17.54.010(J) of the Municipal Code and in accordance with the State Model Water Efficient Landscape Ordinance (AB 1881). Water budget calculations, including the Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use (ETWU) shall be provided as part of the landscaping and irrigation plan.
45. The landscape plans shall provide for minimum 24-inch box trees, 5-gallon groundcover plants, 5-gallon shrubs, and 5-gallon espalier vines for all plantings shown on the submitted plans. All new plantings and all existing plants and trees shall be irrigated with an automatic and durable drip irrigation system.
46. The applicant shall submit a lighting plan for all exterior parking, landscape and driveway areas during plan check.

Project Design:

47. Prior to the issuance of building permits, all exterior architectural features and treatments shall be consistent with the submitted Architectural Review No. 20-08 elevations and color/material board samples and shall be included and noted on all construction plans and elevations, subject to review and approval.
48. All exposed metal flashing, downspouts, or utility cabinets shall be painted to match the building prior to final inspection.
49. Trash enclosures installed for the project shall be compatible architecturally with the building. The enclosure shall be constructed to Burrtec Waste Management Standards and an open trellis

cover shall be incorporated on trash enclosures.

50. All roof mounted mechanical equipment shall be view obscured by a parapet wall greater in height than the equipment installed. Ground mounted mechanical equipment shall be view obscured by landscaping or enclosure.

PASSED, APPROVED and ADOPTED this 18th day of November 2020.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2020-69 was duly adopted by the City Council of the City of Coachella at a special meeting thereof, held on the 18th day of November 2020 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk