



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

AGENDA

OF A REGULAR MEETING
OF THE

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

March 13, 2019

5:00 p.m. Closed Session

6:00 p.m. Regular Meeting

1. **CALL TO ORDER: — 5:00 P.M.**
2. **ROLL CALL:**
3. **PUBLIC COMMENTS (CLOSED SESSION ITEMS):**
4. **ADJOURN TO CLOSED SESSION:**
 - a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Citizens for Responsible Cannabis Development v. City of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. RIC 1900596
 - b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Desert Valleys Builders Association V. City Of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. RIC 1900832
 - c. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Ramona Rita Morales v. City of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. RIC 1803060
5. **RECONVENE REGULAR MEETING: — 6:00 P.M.**
6. **PLEDGE OF ALLEGIANCE:**
7. **CLOSED SESSION ANNOUNCEMENTS:**

8. APPROVAL OF AGENDA:

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

9. APPROVAL OF THE MINUTES:

- a. Regular Meeting Minutes of February 27, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

10. PROCLAMATIONS/PRESENTATIONS:

- a. Mid-Year Budget Review

11. WRITTEN COMMUNICATIONS:

12. CONSENT CALENDAR:

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

- a. Voucher Listings — Manual Checks/Utility Billing Refunds/FY 2018-19 Expenditures as of February 27, 2019, \$1,467,261.88.
- b. Ordinance No. 1134 approving a Development Agreement with Coachella Valley CRE, Inc. for the Desert Research Park 4 project consisting of a 126,000 square foot cannabis cultivation greenhouse development at 84-811 Avenue 48 (APN 603-232-023) (Second Reading).
- c. Ordinance No. 1135 approving Change of Change of Zone 18-12 to add the RC (Retail Cannabis) Overlay Zone on 20,000 square feet of developed land in the C-G (General Commercial) zone at 84-161 Avenue 48 (Second Reading).

Ordinance No. 1136 approving the Second Amendment to the Glenroy Resort Development Agreement to modify the list of approved entitlements to include a new 3,250 square foot retail cannabis microbusiness (Second Reading).

- d. Resolution No. 2019-08 Initiating the Preparation of the Engineer's Report and declaring Intention to Levy and Collect Assessments for Fiscal Year 2019/2020 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38.
- e. Approve execution of Agreement between the City of Coachella and Sunline Transit Agency concerning advertising installation and maintenance related to bus shelters.
- f. Investment Report - December 2018

- g. Authorize a Small Business Assistance Grant in the Amount of \$2,500 to Anthony Rojas to Help Defray Small Business Startup Costs
- h. Authorize the City of Coachella to Contribute \$3,000 to the CVAG Homeless Committee Alan Seman Bus Pass Program
- i. Approve Fire Services upgrades between the City of Coachella and the Riverside County Fire Department to include two additional Firefighter Personnel and Fire Engine Use Agreement
- j. Notice of Completions - All American Asphalt:
Active Transportation Program-Cycle 1, City Project No. ST-86, Federal Project ATPL-5294 (015); and
Safe Route to Schools-Cycle 3, City Project ST-66. Federal Project SRTSL -5294 (012).
- k. Approve the operation of a Beer Garden for the Coachella Mariachi Festival on Saturday, March 30, 2019 from 5:00 p.m. - 9:00 p.m. at Veterans Memorial Park.
- l. Authorizing the City Manager to Execute Agreement between the County of Riverside and the City of Coachella and authorized the payments on three consecutive fiscal years to the County for the amounts described in exhibit "C" of the agreement for Avenue 52 and Avenue 54 Street Roadway Improvements, City Project ST-116.
- m. Sub-Reimbursement Agreement by and between Coachella Valley Association of Governments, City of Coachella and Riverside County for the Avenue 48 Widening Project between Van Buren & Dillon Road

13. NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- a. Review of attendance record and consideration to remove Mr. Damian Davila as Alternate Member of the Coachella Planning Commission.

14. PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None.

15. PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

16. REPORTS AND REQUESTS:

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

17. ADJOURNMENT:

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

ITEM 9.a.



MINUTES

OF A REGULAR MEETING OF THE

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

February 27, 2019

5:00 p.m. Closed Session

6:00 p.m. Regular Meeting

1. CALL TO ORDER: — 5:00 P.M.

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:03 p.m. in the Council Chamber at City Hall by Mayor Hernandez.

2. ROLL CALL:

Present: *Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem, and Mayor Hernandez.

*(*Councilmember Bautista was present, but absent from the dais during roll call. He joined Council at 5:04 p.m. during Closed Session.)*

Absent: None.

3. PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

4. ADJOURN TO CLOSED SESSION:

Mayor Hernandez asked Council to convene into Closed Session at 5:03 p.m.

- a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
City of Indio v. City of Coachella, et al.,
Superior Ct. of California, County of Riverside, Case No. PSC 1804374

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

- c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 463-470-003, 463-470-004, 463-470-005, 463-470-006 and 463-470-008
Agency Negotiator: City Manager Bill Pattison
Negotiating Parties: PSAV;LLSE Holding
Under Negotiation: Price and Terms of Payment

- d. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 603-190-004-01 and 603-210-004-01
Agency Negotiator: City Manager Bill Pattison
Negotiating Parties: KPC Development Company, LLC
Under Negotiation: Price and Terms of Payment

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

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

6. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by City Manager Bill Pattison.

7. CLOSED SESSION ANNOUNCEMENTS:

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

8. APPROVAL OF AGENDA:

City Manager Pattison asked Council to add one item under Presentation as 8.a. *(There were no further modifications to the agenda.)*

Motion: To approve the additional item under Presentation

Made by: Mayor Pro Tem Martinez
Seconded by: Councilmember Beaman Jacinto
Approved: 5-0, by a unanimous voice vote.

9. APPROVAL OF THE MINUTES:

- a. Regular Meeting Minutes of February 13, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve minutes as presented.

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Beaman Jacinto

Approved: 5-0, by a unanimous voice vote.

10. PROCLAMATIONS/PRESENTATIONS:

- a. Introduction of newly promoted Fire Division Chief Robert Fish.

11. WRITTEN COMMUNICATIONS:

None.

12. CONSENT CALENDAR:

- a. Voucher Listings — Manual Checks/Utility Billing Refunds/FY 2018-19 Expenditures as of February 27, 2019, \$5,714,542.33.
- b. Ordinance No. 1133 approving a Development Agreement with Desert Rock Development, LLC for the Coachella Research & Development Park II Cannabis Cultivation Project which proposes a new 550,520 square foot industrial condominiums and greenhouses development on 20 acres located at 48-451 Harrison Street (APN 603-232-010). (*Second Reading*).
- c. Professional Service Agreement Amendment #3 for City Project F-31 Senior Center Expansion for Security Guard Services with Powers Security Group in an amount not to exceed \$60,000.00.
- d. Professional Service Agreement Second Amendment with Arcadis for City Project F-31 Senior Center Expansion in the amount not to exceed \$55,000.00.
- e. Notice of Completion - City of Coachella Library City Project F-20, ProWest Constructors.
- f. Authorize the City Manager to Amend the Professional Service Agreement with Oraway Engineering as Amendment No. 1.

- g. Professional Services Agreement with Ron Goldman for planning and project management services in an amount not to exceed \$35,000.00 for a 12-month term.

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

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Gonzalez

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

13. NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- a. Review Requirements for City of Coachella Commissions and Committees

Action: Direction provided. Item to be returned at the next City Council Meeting with options and new language consistency.

- b. Resolution No. 2019-11, approving the City of Coachella Legislative Platform 2019 as Prepared by Ollin Strategies, LLC.

Motion: To approve with modifications.

Made by: Councilmember Beaman Jacinto

Seconded by: Mayor Pro Tem Martinez

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

Mayor Pro Tem Martinez stepped away from the dais from 7:10 p.m. to 7:11 p.m.

- c. Preliminarily Considering the Issuance of Coachella Financing Authority Lease Revenue Refunding Bonds, Series 2019A and appointing Financial and Legal Consultants:

(Continued)

(Item 13.c. Resolution No. 2019-12, continued from previous page.)

- Resolution No. 2019-12, a resolution Preliminarily Considering the Issuance of Lease Revenue Refunding Bonds; Appointing Financial and Legal Consultants in Connection with the Proposed Refunding of California Communities Gas Tax Revenue Certificates of Participation, Series 2008A; Making Certain Determinations Relating Thereto; and Authorizing Certain Other Action in Connection Therewith

Motion: To approve per staff recommendation.

Made by: Mayor Hernandez

Seconded by: Councilmember Beaman Jacinto

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

- d. Approve a contribution to Coachella Valley Association of Governments' CV Housing First program in the amount of \$100,000 for Fiscal Year 2018-19 and the Desert Healthcare District/Foundation's 100% match.

Motion: To approve per staff recommendation.

Made by: Councilmember Beaman Jacinto

Seconded by: Councilmember Gonzalez

Approved: 4-1, by the following roll call vote:

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

NOES: Mayor Pro Tem Martinez.

ABSTAIN: None.

ABSENT: None.

- e. Resolution No. 2019-13, a Resolution of the City Council of the City of Coachella, California, Authorizing an Intra Fund Transfer in the Amount of \$2,148,293.00 from the General Fund to the General Facilities Impact Fee to Fund Capital Improvements to the Coachella Senior Center; and

(Continued)

(Item 13.e., Resolution No. 2019-13, continued from previous page, authorizing an intra fund transfer); and

- Authorize the City Manager to Execute Contract Change Order No. 4 in an amount not to exceed \$2,148,293.00 with ProWest Constructors for the Design and Pre-Construction Phase (GMP 5) of the Senior Center expansion; and

Motion: To approve per staff recommendation *[including the removal of the flag pole and applying those savings towards counter upgrades]*.

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

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

- f. Resolution No. 2019-14, a Resolution of the City Council of the City of Coachella, California, Authorizing an Intra Fund Transfer in the Amount of \$145,000.00 from the General Fund to the General Government Impact Fee Fund for the Development of a New Coachella Permit Center Located at 53-990 Enterprise Way, Coachella CA 92236

Motion: To approve per staff recommendation.

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

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

- g. Professional Services Agreement with Arivitas Partners, LLC for Housing Element Re-zoning in an amount not to exceed \$35,000.00 for a 12-month term.

Motion: To approve with the removal of the cannabis-related tasks.

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

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

14. PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- a. Ordinance No. 1134 approving a Development Agreement with Coachella Valley CRE, Inc. for the Desert Research Park 4 project consisting of a 126,000 square foot cannabis cultivation greenhouse development at 84-811 Avenue 48 (APN 603-232-023) (*First Reading*).

Mayor Hernandez opened the Public Hearing for Item 14.a. at 8:00 p.m.

Public Comment: Mike Mead.

Mayor Hernandez closed the Public Hearing for Item 14.a. at 8:12 p.m.

Motion: To approve the Development Agreement with an amendment to include a local hiring provision; and to read title only and pass to second reading.

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

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

- b. Glenroy Resort Development/Coachella Lighthouse LLC:

- Ordinance No. 1135, Change of Zone (CZ 18-12) (*First Reading*); and
- Resolution No. 2019-07, Conditional Use Permit (CUP 312); and
- Ordinance No. 1136, a Second Amendment to the Glenroy Resort Development Agreement, to allow a 3,250 sq. ft. Retail Cannabis Microbusiness on 20,000 square feet of land located at 84-161 Avenue 48. The Coachella Lighthouse LLC, Applicant (*First Reading*).

Mayor Hernandez opened the Public Hearing for Item 14.b. at 8:28 p.m.

Public Comment: Written communication was received from Coachella resident Alma G. Mondragon. Copies of the letter were placed on the dais for Council.

Mayor Hernandez closed the Public Hearing for Item 14.b. at 8:29 p.m.

(Continued)

(Item 14.b., Ordinance No. 1135, continued from previous page)

Motion: To read title only and pass to second reading.

Made by: Councilmember Bautista

Seconded by: Mayor Pro Tem Martinez

Approved: 4-0-1, by the following roll call vote:

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

NOES: None.

ABSTAIN: Councilmember Gonzalez.

ABSENT: None.

15. PUBLIC COMMENTS (NON-AGENDA ITEMS):

- a. Anna Lisa Vargas

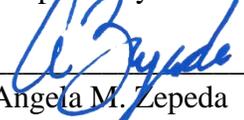
16. REPORTS AND REQUESTS:

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

17. ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 9:35 p.m.

Respectfully submitted,



Angela M. Lepeda
City Clerk

ITEM 12.a.

Bank : wfb WELLS FARGO BANK

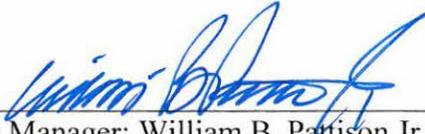
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
104418	2/21/2019	53132	ABRAVANEL CAPITOL HOLDIN	Refund	2/21/2019	REFUND FOR CONDITIONAL	9,437.00	9,437.00
104419	2/21/2019	53131	KU, MAO SUNG	Settlement	2/21/2019	SETTLEMENT- CASE NO. PSC	35,000.00	35,000.00
Sub total for WELLS FARGO BANK:							44,437.00	

2 checks in this report.

Grand Total All Checks: 44,437.00

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Date: February 21, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104420	3/13/2019	02137	AGGREGATE PRODUCTS, INC45846	2/5/2019	AC-12.5MM (1/2") FINE	710.74	
			45847	2/5/2019	BASE-CLASS II AGGREGATE	1,472.34	2,183.08
104421	3/13/2019	46835	AIR AND HOSE SOURCE, INC. 341668	2/7/2019	6R2-6FJ-E/EX30"	39.71	39.71
104422	3/13/2019	42837	ARAMARK UNIFORM SERVICE21430569	2/8/2019	SS BLENDED TWILL SHIRTS '1	195.56	195.56
104423	3/13/2019	03650	BARBARA SINATRA CHILDRENJan 2019	2/1/2019	1/19 SVCS: LAW ENFORCEMENT	855.00	855.00
104424	3/13/2019	53133	BARRAZA, JOEL	Scholarship	2019 CYBSA SCHOLARSHIP-	110.00	110.00
104425	3/13/2019	45929	BECK OIL, INC.	22651CL	2/15/2019	PE2/15 ENG DEPT FUEL	128.75
				22654CL	2/15/2019	PE2/15 LLMD DEPT FUEL	138.74
				22658CL	2/15/2019	PE2/15 STREETS DEPT FUEL	965.96
				22660CL	2/15/2019	PE2/15 WATER DEPT FUEL	374.12
				22665CL	2/15/2019	PE2/15 PARKS DEPT FUEL	638.66
				22690CL	2/15/2019	PE2/15 VEHICLE MAINT DEPT	34.16
				22691CL	2/15/2019	PE2/15 SENIOR CNTR FUEL	203.45
				22701CL	2/15/2019	PE2/15 CODE ENF DEPT FUE	290.63
				22715CL	2/15/2019	PE2/15 SANITARY DEPT FUEL	398.85
				22723CL	2/15/2019	PE2/15 BLDG MAINT DEPT FL	220.25
				22724CL	2/15/2019	PE2/15 ADMIN DEPT FUEL	61.76
				22769CL	2/15/2019	PE2/15 GRAFFITI DEPT FUEL	325.49
104426	3/13/2019	46355	BEN CASTILLO PAINTING INC 2020	2/25/2019	INTERIOR PAINTING @ ENGLI	900.00	900.00
104427	3/13/2019	49486	BRC CONSTRUCTION	2018242	1/15/2019	RELOCATION OF FOOTBALL	3,800.00
				2019112	2/12/2019	RE-FRAME/RE-STUCCO COLI	6,820.00
				2019121	2/26/2019	RMV'D SWINGS/SLIDE/LADDE	1,300.00
104428	3/13/2019	52723	BRIGHT EVENT RENTALS, LL(455644	10/22/2018	10/19-20 BAR+TENT+LIGHTIN	10,213.52	
			455645	10/20/2018	10/19-20 GENERATOR RNTLS	2,388.80	
			480945	2/13/2019	2/13 CHAIR+TBL+UMBRELLA-	1,585.72	14,188.04
104429	3/13/2019	44494	BURRTEC WASTE & RECYCLIBD 1/31/19	1/31/2019	AC 50-CO 751632, 49250 POL	382.62	
			BD 1/31/19	1/31/2019	JAN2019 SWEEPER BOXES, I	3,534.29	3,916.91
104430	3/13/2019	44494	BURRTEC WASTE & RECYCLIBD 2/1/19	2/1/2019	AC 44-BS 405340, 85075 AVE	86.52	86.52
104431	3/13/2019	53134	BUSTAMANTE, SYLVIA	Scholarship	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104432	3/13/2019	52907	BYE-BYE BIRDY PIGEON REM812654	1/31/2019	INSTLL'D ANTI-LANDING WIR	2,200.00	2,200.00
104433	3/13/2019	53154	CARDENAS, ALEJANDRO	Deposit	2/28/2019	DUST CONTROL DEPOSIT- 5	2,000.00
104434	3/13/2019	53038	CDS OFFICE INTERIORS LLC 332	2/4/2019	HUTCH, DESK & PEDESTAL	1,092.65	1,092.65
104435	3/13/2019	02048	CDW GOVERNMENT, INC.	RFB9876	2/20/2019	PAN TB CF-54 I5-7300U 256GI	2,731.87
				RFM2513	2/21/2019	MS SURFACE PRO I7 8GB 256	1,245.91

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104436	3/13/2019	43710	CHARLES P CROWLEY COMP25571	2/7/2019	GROUND FOS DMH METERIN	4,801.25	4,801.25
104437	3/13/2019	02273	CLAIREMONT EQUIPMENT 48834701	2/12/2019	2/12 54' REACH FORKLIFT RM	753.40	
			48847001	2/20/2019	2/20 54' REACH FORKLIFT RM	698.20	1,451.60
104438	3/13/2019	01072	CLASSIC AUTO TRANSPORT 54853	1/18/2019	1/18 TOWING: GEMINI/VARGO	255.00	255.00
104439	3/13/2019	53081	COACHELLA VALLEY SOCCER 1/8 Deposit	2/26/2019	DEPOSIT REIMB- JAN2019 FII	200.00	200.00
104440	3/13/2019	44959	COMPUTER CONSULTANTS, I28031	11/17/2018	10/29, 11/1+2+7 SVC CALLS	1,089.00	1,089.00
104441	3/13/2019	01924	CONSOLIDATED ELECTRICAL3298-407668	2/8/2019	1L 500 LUMEN FLUOR EMERG	72.86	72.86
104442	3/13/2019	52375	CORE & MAIN LP K144664	2/13/2019	6X6 CI HYD B/O RISER 6H	75.52	75.52
104443	3/13/2019	00749	COUNTY OF RIVERSIDE SH0000034716	2/20/2019	1/3-30 LAW ENFORCEMENT S	620,168.38	620,168.38
104444	3/13/2019	50638	CRIDER PUBLIC RELATIONS, Jan2019	2/4/2019	JAN2019 MEDIA CONSULTING	95.00	95.00
104445	3/13/2019	48603	CV STRATEGIES 4865	1/7/2019	DEC2018 PUBLIC RELATIONS	3,575.00	
			4883	2/7/2019	JAN2019 PUBLIC RELATIONS	3,052.50	
			4884	2/7/2019	JAN2019 PUBLIC RELATIONS	1,567.50	
			4885	2/7/2019	JAN2019 PUBLIC RELATIONS	3,300.00	
			4886	2/7/2019	JAN2019 PUBLIC RELATIONS	2,516.25	
			4866	1/7/2019	DEC2018 PUBLIC RELATIONS	6,328.96	
			4869	1/7/2019	DEC2018 PUBLIC RELATIONS	2,433.75	
			4870	1/7/2019	DEC2018 PUBLIC RELATIONS	2,780.25	25,554.21
104446	3/13/2019	02276	CWEA/CORBS 2/9 Dnr	1/24/2019	2/9 AWARDS DINNER: 3 GUESTS	120.00	120.00
104447	3/13/2019	02115	CWEA-TCP GL-5/31/19	2/14/2019	MBRSHRPNWL: G. LOPEZ #C	188.00	188.00
104448	3/13/2019	44718	DAMARA'S FLOWERS 3593	1/29/2019	FLORAL ARRANGEMENT: MR	75.00	75.00
104449	3/13/2019	49806	DATA TICKET INC. 97243	2/15/2019	JAN2019 CODE ENF CITATION	71.95	71.95
104450	3/13/2019	53135	DE LA CRUZ, JUAN CARLOS Scholarship	2/12/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104451	3/13/2019	53155	DELEON, MARICELA G. Scholarship	2/26/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104452	3/13/2019	01089	DESERT ELECTRIC SUPPLY S2601568.001	2/5/2019	WEST CDL2-80NW 80W LED	389.39	
			S2607728.001	2/4/2019	SYL LU250/ECO CLR E18MOC	156.52	
			S2610624.001	2/12/2019	RAB WPTF42 TALL WLPK 42V	639.84	1,185.75
104453	3/13/2019	49776	DESERT SEWER SUPPLY, INC12963	2/11/2019	3' GRADE RINGS	689.00	689.00
104454	3/13/2019	42862	DESERT VIEW TREE SERVICE2211	2/12/2019	TRIMMED/RMV'D TREES @ P	4,750.00	4,750.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104455	3/13/2019	13700	DEWEY PEST CONTROL INC.	12403895	2/1/2019	AC1126447, FEB2019, SNACK	30.00
				12413102	2/1/2019	AC1404426, FEB2019, LIBRAF	85.00
				12418112	2/1/2019	AC102942, FEB2019, ADMIN	58.50
				12418927	2/1/2019	AC1008112, FEB2019, COMML	41.00
				12425023	2/1/2019	AC103361, FEB2019, SENIOR	80.00
				12430000	2/1/2019	AC241000, FEB2019, PLANNIN	37.00
				12432401	2/1/2019	AC1318236, FEB2019, RLF SN	40.00
				12432404	2/1/2019	AC1315475, FEB2019, 53990 E	120.00
				12432418	2/1/2019	AC1281215, FEB2019, SIERRA	300.00
				12432419	2/1/2019	AC1281218, FEB2019, BAGDC	900.00
				12443587	2/1/2019	AC1178382, FEB2019, BOXINC	42.00
				12443596	2/1/2019	AC1161434, FEB2019, BGDMA	65.00
				12451641	2/1/2019	AC1067451, FEB2019, WATER	36.00
				AC1062335-FB	2/1/2019	AC1062335, FEB2019, CORP `	141.00
				AC934340-FB	2/1/2019	AC934340, FEB2019, SANITAF	150.00
				12432396	2/1/2019	AC1318239, FEB2019, FREDE	30.00
				12432397	2/1/2019	AC1318244, FEB2019, BGDMA	30.00
				12432398	2/1/2019	AC1318235, FEB2019, 84641 /	30.00
							2,215.50
104456	3/13/2019	53136	DIAZ, DENIA	Scholarship	2/25/2019	2019 CYBSA SCHOLARSHIP-	55.00
							55.00
104457	3/13/2019	49630	DORIS PEREZ INTERPRETING	102580	1/23/2019	1/23 INTERPRETING SVCS: C	350.00
				102581	1/23/2019	1/23 INTERPRETING SVCS: C	350.00
				102670	2/13/2019	2/13 INTERPRETING SVCS: C	350.00
				102671	2/13/2019	2/13 ORIGINAL TRANSCRIPT:	350.00
							1,400.00
104458	3/13/2019	14860	E. K. WOOD LUMBER COMPAN	476799	2/6/2019	COBALT DRILL	10.97
				477126	2/19/2019	3" PLAS PUTTY KNIFE	14.57
				476363	1/23/2019	WHEEL, SAFE GLASSES, UTI	52.34
				476607	1/30/2019	50LB KLEEN SWEEP PLUS	27.03
				476781	2/5/2019	8-1/4 NYL ROPE	253.43
							358.34
104459	3/13/2019	14700	E. S. BABCOCK & SONS, INC.	BB90683-0076W	2/7/2019	12/6-1/22 LAB SAMPLES FOR	5,383.00
				BB90694-0076D	2/7/2019	12/20-1/22 LAB SAMPLES FOF	1,770.00
							7,153.0
104460	3/13/2019	44713	FARMER BROTHERS CO.	68726755	1/8/2019	COFFEE, CREAMER & SUGAR	398.69
				68817694	2/11/2019	COFFEE, CREAMER & SUGAR	203.76
							602.4
104461	3/13/2019	50162	FASTENAL COMPANY	CAPAM64990	1/31/2019	18" COLD CHISEL & 12" BULL	56.88
				CAPAM64990	2/7/2019	18" COLD CHISEL & 12" BULL	-56.88
				CAPAM64991	1/31/2019	BG FOAM EAR PLUG	27.54
							27.5

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
104462	3/13/2019	15750	FEDEX	6-476-09030	3/1/2019	2/21 FEDEX	7.00	7.00
104463	3/13/2019	53137	FIERRO, PRISCILLA	Scholarship	2/25/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104464	3/13/2019	15900	FIESTA FORD, INC.	5006867	2/6/2019	KEY	5.22	5.22
104465	3/13/2019	53138	FIGUEROA, VANESSA	Scholarship	2/19/2019	2019 CYBSA SCHOLARSHIP-	110.00	110.00
104466	3/13/2019	02272	FRANKLIN TRUCK PARTS, INC	IN293391	2/19/2019	QUAD MOUNT 5800 SERIES	100.47	100.47
104467	3/13/2019	51604	FRONTIER	BD 2/16/19	2/16/2019	ACC 209-188-4039-091192-5, 2	170.95	
				3915011-FB19	2/15/2019	760/391-5011, 2/15/19	142.15	313.10
104468	3/13/2019	43672	FULTON DISTRIBUTING COM	465219	2/4/2019	TISSUE TOILET, GLOVES & U	1,252.49	
				466112	2/12/2019	GLOVES	108.73	
				466725	2/19/2019	S/O CLNR DISINFECT PINE	719.89	2,081.11
104469	3/13/2019	51716	G&M HIRE ENTERPRISES LLC	068852	2/15/2019	PE2/10: M. BARROSO ARAUJO	897.73	
				069416	2/22/2019	PE2/17: M. BARROSO ARAUJO	897.73	
				070100	3/1/2019	PE2/24: M. BARROSO ARAUJO	583.52	2,378.98
104470	3/13/2019	51494	GARDA CL WEST, INC.	20355757	1/31/2019	1/3+8 EXCESS LIABILITY/PRE	48.89	
				20355767	1/31/2019	1/10+29+31 EXCESS LIABILIT	99.95	
				10469926	3/1/2019	MAR2019 ARMORED TRANSF	596.58	
				10469937	3/1/2019	MAR2019 CASHLINK MAINTEN	726.81	1,472.23
104471	3/13/2019	00207	GRAINGER INC	9002736388	11/12/2018	VACUUM PAD ASSEMBLY	79.34	79.34
104472	3/13/2019	25500	GRANITE CONSTRUCTION CC	2	1/31/2019	PE1/31 AVE 48 WIDENING ST	146,785.59	146,785.59
104473	3/13/2019	25500	GRANITE CONSTRUCTION CC	1537950	2/5/2019	SS1-H TON	915.44	915.44
104474	3/13/2019	53150	GUERRERO, SALVADOR	Scholarship	2/27/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104475	3/13/2019	53139	GUTIERREZ, MARIO	Scholarship	2/7/2019	2019 CYBSA SCHOLARSHIP-	110.00	110.00
104476	3/13/2019	02020	HACH COMPANY	11339804	2/14/2019	CABLE ASSY, BATTERY & CH	720.62	720.62
104477	3/13/2019	00996	HOME DEPOT	0171190	2/12/2019	FLEXRITE HOSE, ROUNDUP	94.51	
				3012152	2/19/2019	HANDY PANEL	50.29	
				5010894	2/7/2019	GRILL COVER, TOWSMART 4	167.49	
				6061944	2/6/2019	INT PAINT & ENERGIZER AA	57.32	369.61
104478	3/13/2019	20150	HYDRO AG SYSTEMS	242364	2/8/2019	PVC PIPE 4", PVC ELL 6", PVC	388.29	388.29

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total				
104479	3/13/2019	20450	IMPERIAL IRRIGATION DISTRI	50705544-JA19	2/5/2019	AC50705544, 1/3-31, PERMIT	110.56				
				50733502-JA19	2/5/2019	AC50733502, 1/3-2/1	28.67				
				50734422-JA19	2/5/2019	AC50734422, 1/3-2/1	43.44				
				50387122-JA19	2/6/2019	AC50387122, 1/3-31, SEWER I	22,633.99				
				50404153-JA19	2/5/2019	AC50404153, 1/3-2/1	91.35				
				50404154-JA19	2/5/2019	AC50404154, 1/3-2/1	13.11				
				50404155-JA19	2/5/2019	AC50404155, 1/3-2/1	88.04				
				50416425-JA19	2/5/2019	AC50416425, 1/3-2/1	144.11				
				50487676-JA19	2/5/2019	AC50487676, 1/3-31, LIFT STA	13.44				
				50516108-JA19	2/5/2019	AC50516108, 1/3-2/1	13.33				
				50527782-JA19	2/5/2019	AC50527782, 1/3-2/1	12.34				
				50642002-JA19	2/5/2019	AC50642002, 1/3-31	108.27				
				50705542-JA19	2/5/2019	AC50705542, 1/3-31, PERMIT	259.52				
				MdDC-MdJA	1/15/2019	MID DECEMBER-MID JANUAF	23,769.10				
				50642141-JA19	2/5/2019	AC50642141, 1/3-31	33.51				
				50217597-JA19	2/5/2019	AC50217597, 1/3-2/1	39.81				
				50035560-JA19	2/1/2019	AC50035560, 12/28-1/29, ST LI	17,900.79				
				50035734-JA19	2/5/2019	AC50035734, 1/3-2/1, CVHS PI	91.80				
				50035836-JA19	2/5/2019	AC50035836, 1/3-31, WELL #1	34.41				
				104480	3/13/2019	45108	IMPERIAL SPRINKLER SUPPL	3629531-00	2/6/2019	ECHO ACCESS POWERFUEL	78.33
								3624866-00	1/31/2019	BLUE MARKING FLAGS	9.80
3625102-00	1/31/2019	1/2" PVC BALL VALVE	3.76								
3626333-00	2/1/2019	2" PVC BALL VALVE, LOW VO	50.25								
3622746-00	1/30/2019	HUNTER ULTRA 4" POP-UP &	251.82								
3622746-01	1/31/2019	FERTYARA CALCIUM NITRATI	591.49								
3622509-00	1/29/2019	TOOL KING HAND PUMP & KN	76.32								
3621942-00	1/29/2019	3" BLUE TRENCH SHOVEL	18.90								
104481	3/13/2019	28450	J.R. OSUNA A/C & ELECTRIC	309	1/20/2019	TRBLSHT/RPR'D WIRES ON S	50.00				
				310	1/20/2019	RPR'D BOLLARD LIGHT FIXTU	150.00				
				311	1/20/2019	RMV'D/RPLC'D FOUNTAIN CC	75.00				
				308	1/20/2019	REWired STAGE FLOOD LIG	200.00				
				312	2/11/2019	RMV'D EXPOSED CONDUIT/J	50.00				
				313	2/11/2019	RPLC'D LIGHT FIXTURE @ C	50.00				
				314	2/11/2019	RPLC'D DROP-IN LIGHT FIXT	200.00				
				315	2/11/2019	RPLC'D/RELOCATED LIGHT F	350.00				

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104482	3/13/2019	52906	JOHNSON CONTROLS SECUF32002954	2/9/2019	3/1-5/31 ALARM, 1515 6TH ST	1,109.29	1,109.29
104483	3/13/2019	53140	JUAREZ, ANGELICA C. Scholarship	2/25/2019	2019 CYBSA SCHOLARSHIP-	110.00	110.00
104484	3/13/2019	53151	KLOB-FM 444444-1	1/27/2019	1/14-20 AD SPOT: CITY OF CC	720.00	720.00
104485	3/13/2019	48293	KOA CORPORATION JB72075x11	1/9/2019	PE12/30 AVE 50 IMPROVEMEI	6,110.48	
			JB72075x12	2/6/2019	PE1/27 AVE 50 IMPROVEMEN	2,582.09	8,692.57
104486	3/13/2019	47328	KONICA MINOLTA 33123275	2/20/2019	BIZHUB C454+951+C364, FEB	783.00	
			33135356	2/23/2019	BIZHUB C454E, CITY HALL, FI	424.14	1,207.14
104487	3/13/2019	44047	KONICA MINOLTA BUSINESS 9005427927	2/19/2019	BIZHUB C360, CITY HALL, 1/2	83.43	
			9005430681	2/20/2019	BIZHUB C360, CITY HALL, 2/2	34.05	
			9005411266	2/13/2019	BIZHUB C454E, CITY HALL, 1/	198.55	316.03
104488	3/13/2019	53152	KPST-FM 444456-1	1/27/2019	1/14-20 AD SPOT: CITY OF CC	720.00	720.00
104489	3/13/2019	48595	LANDES, LUCRECIA Feb 2019	2/26/2019	FEB2019 ESL CLASS	360.00	360.00
104490	3/13/2019	44705	LION ELECTRIC & LIGHTING \$2682	2/24/2019	TRBLSHT/ASSESS VANDALIZ	1,440.00	1,440.00
104491	3/13/2019	24600	LOPES HARDWARE 007879	10/30/2018	LOCKS, DUST PAN, BRUSHE\$	457.62	
			008212	2/7/2019	PADLOCKS, 3/8" HOSE, TOWI	457.09	914.71
104492	3/13/2019	02162	LOWE'S COMPANIES, INC. 27798	2/7/2019	USG 24-48 RADAR TILE 8-CT,	390.71	
			27799	2/7/2019	USG 24-48 RADAR TILE 8-CT	376.82	767.53
104493	3/13/2019	49857	MANPOWER US INC. 33597934	2/3/2019	WE 2/3: CARMONA	465.00	
			33597935	2/3/2019	WE 2/3: SANTIAGO	512.80	
			33597936	2/3/2019	WE 1/27, 2/3: DURAN	1,497.30	2,475.10
104494	3/13/2019	45343	MCMASTER-CARR SUPPLY C185836995	2/6/2019	ADHESIVE-BACK CHARACTE	29.49	29.49
104495	3/13/2019	51982	MEDINA, YARAVI Scholarship	2/25/2019	2019 CYBSA SCHOLARSHIP-	110.00	110.00
104496	3/13/2019	51445	MEDIWASTE DISPOSAL 0000067481	2/1/2019	JAN-FEB2019 BIOHAZARD W:	184.79	184.79
104497	3/13/2019	25900	MEREDITH & SIMPSON CONS190224	2/13/2019	TRBLSHT RAS PUMP #1 @ VF	2,914.09	
			190205	2/6/2019	TRBLSHT FLUCTUATIONS OF	218.47	3,132.56
104498	3/13/2019	51579	METLIFE- GROUP BENEFITS Mar2019	2/15/2019	MAR2019 DENTAL, VISION, LI	11,788.60	11,788.60
104499	3/13/2019	51539	MICHAEL BAKER INTERNATIC1039795	2/13/2019	PE2/3 ENG SVCS FOR PJCT M	1,540.00	1,540.00
104500	3/13/2019	43425	MOWERS PLUS, INC 183799	2/11/2019	CARBURETOR & WATER PUM	281.71	281.71
104501	3/13/2019	53141	NAVA, GUILLERMO Scholarship	2/11/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104502	3/13/2019	52344	NEOFUNDS BY NEOPOST CD 2/10/19	2/10/2019	POSTAGE BY PHONE #7900 C	2,029.95	2,029.95
104503	3/13/2019	52590	NETWORKFLEET, INC. OSV000001676	2/1/2019	JAN2019 GPS MONITORING \$	1,403.70	1,403.70
104504	3/13/2019	52757	OLLIN STRATEGIES 47	2/1/2019	FEB2019 CONSULTING SVCS	5,000.00	5,000.00

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
104505	3/13/2019	47192	O'REILLY AUTO PARTS	2855-489542	2/20/2019	MICRO-V BELT, TENSIONER &	91.37	
				2855-485859	2/6/2019	HATCH SUPPORT	70.82	
				2855-486037	2/7/2019	5QT MOTOR OIL, MICRO-V BE	64.73	
				2855-486066	2/7/2019	LINK, FLOOR MATS & EXTEN:	81.12	
				2855-487342	2/12/2019	BRAKE SHOES, BRAKE DRUM	168.64	
104506	3/13/2019	52807	ORR BUILDERS	933-4	2/15/2019	PE2/15 DEVELOPMENT OF PI	183,655.90	183,655.90
104507	3/13/2019	53142	ORTIZ, ALEX	Scholarship	2/20/2019	2019 CYBSA SCHOLARSHIP-	110.00	110.00
104508	3/13/2019	51402	OVERHEAD DOOR CO OF THIWO-2736		2/11/2019	SVC'D COMMERCIAL DOOR @	135.00	135.00
104509	3/13/2019	01736	PALM SPRINGS PUMP, INC.	19-2507	2/13/2019	2/1 SVC CALL: CK'D EQUIP, P	232.50	232.50
104510	3/13/2019	49989	PAUL ASSOCIATES	83595	2/8/2019	BUSINESS CARDS: RABAGO+	156.13	
				83596	2/8/2019	BUSINESS CARDS GENERIC	156.13	312.26
104511	3/13/2019	53143	PEREZ, SANDRA	Scholarship	2/7/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104512	3/13/2019	02028	PETE'S ROAD SERVICE, INC.	299228-00	2/1/2019	FLAT REPAIR	25.61	
				301177-00	2/13/2019	22X7X16 MONARCH PRESS-C	613.55	
				302000-00	2/13/2019	P24570R17 B HANKOOK DYN.	263.87	
				303598-00	2/20/2019	FLAT REPAIR	25.61	928.64
104513	3/13/2019	42759	PROPER SOLUTIONS, INC.	8975	1/4/2019	WE 1/4: L. SERVIN	297.00	
				9168	2/22/2019	WE 2/22: L. SERVIN	180.00	477.00

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104514	3/13/2019	48977	PROTECTION 1/ADT	126973570	1/22/2019	LABOR CHRG @ CORP YARD	75.00
				127005326	1/23/2019	LABOR CHRG @ CORP YARD	184.00
				127137584	2/3/2019	MA-MY2019 ALARM/EXT SVC	177.33
				127137585	2/3/2019	MA-MY2019 ALARM/EXT SVC	209.98
				127137586	2/3/2019	MAR2019 ALARM/EXT SVC PF	49.25
				127137587	2/3/2019	MAR2019 ALARM/EXT SVC PF	626.74
				127137588	2/3/2019	MAR2019 EQUIP LSE/EXT SV	668.67
				127137589	2/3/2019	MA-MY2019 EQUIP LSE/EXT S	472.13
				127137590	2/3/2019	MA-MY2019 FIRE, 87101 AVE	136.02
				127137591	2/3/2019	MA-MY2019 ALARM, 87101 AV	85.02
				127137592	2/3/2019	MA-MY2019 EQUIP LSE/EXT S	254.06
				127137599	2/3/2019	MA-MY2019 ALARM/EXT SVC	83.01
				127137600	2/3/2019	MA-MY2019 ALARM/EXT SVC	188.19
				127137601	2/3/2019	MA-MY2019 ALARM/EXT SVC	197.34
				127137602	2/3/2019	MA-MY2019 ALARM/EXT SVC	180.09
				127137603	2/3/2019	MA-MY2019 ALARM/EXT SVC	191.34
				127137604	2/3/2019	MA-MY2019 ALARM/EXT SVC	180.09
				127137605	2/3/2019	MA-MY2019 ALARM/PRIME CF	145.02
				127137606	2/3/2019	MA-MY2019 ALARM, BGDMA S	133.53
				127163704	2/4/2019	LABOR CHRG @ 87101 AVE 5	75.00
				127137593	2/3/2019	MA-MY2019 ALARM, 87075 AV	133.53
				127137594	2/3/2019	MA-MY2019 FIRE/ALARM, 870	187.05
				127137595	2/3/2019	MA-MY2019 FIRE, COMMUNIT	216.99
				127137598	2/3/2019	MA-MY2019 CELL BACKUP/FI	218.58
				127137596	2/3/2019	MAR2019 CELL/ESUITE/ALAR	62.00
				127137597	2/3/2019	MA-MY2019 CELL BACKUP/FI	218.58
							5,348.54
104515	3/13/2019	52082	PROWEST PCM, INC.	05-GMP4	2/28/2019	PE2/28 PRE-CNSTRCTN- CO/	59,935.80
104516	3/13/2019	43576	PURE PLANET WATER, INC.	10016	2/22/2019	MAR2019 RNTL, WTR PURIFI	32.63
				10006	2/22/2019	MAR2019 RNTL, WTR PURIFI	32.63
				10012	2/22/2019	MAR2019 RNTL, WTR PURIFI	32.63
				10013	2/22/2019	MAR2019 RNTL, WTR PURIFI	32.63
				10014	2/22/2019	MAR2019 RNTL, WTR PURIFI	32.63
				10015	2/22/2019	MAR2019 RNTL, WTR PURIFI	32.63
							195.78
104517	3/13/2019	31705	RIVERSIDE COUNTY FIRE DE	INV-00068126	2/22/2019	SUPP+SPECIAL EVENT DEPC	414.00
104518	3/13/2019	44161	ROBERT HALF MNGT RESOU	52721753	1/29/2019	WE 1/25: C. CUBERO	451.88
							451.88

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
104519	3/13/2019	53144	RODRIGUEZ, CLAUDIA	Scholarship	2/7/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104520	3/13/2019	53145	RUBIO, ALDO	Scholarship	2/20/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104521	3/13/2019	53153	RUBIO, ARIEL	Scholarship	2/27/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104522	3/13/2019	52203	RUIZ, XITLALY	INV0001	2/26/2019	3/30 MC FOR MARIACHI FEST	400.00	400.00
104523	3/13/2019	52991	S & D CAR WASH MANAGEMEAR102414		1/31/2019	JAN2019 CAR WASH SERVI	135.66	135.66
104524	3/13/2019	00382	SAFEGUARD BUSINESS SYST033270529		1/4/2019	LASER L3 BLANK CHECKS	112.25	
			033273992		1/7/2019	W-2 BLANK FORMS & ENVEL	161.38	
			033367634		2/26/2019	LASER L3 BLANK CHECKS	388.37	662.00
104525	3/13/2019	32950	SAFETY-KLEEN SYSTEMS, IN79252378		2/11/2019	2/11 SVC	511.42	511.42
104526	3/13/2019	50827	SDC SOUND COMPANY	1006	2/6/2019	DEPOSIT- FOH/STAGE MONIT	3,400.00	3,400.00
104527	3/13/2019	52141	SEAMLESSDOCS	2733	2/28/2019	MAR2019/20 SBSCRPTN- ONI	11,000.00	11,000.00
104528	3/13/2019	52049	SEELCLICKFIX	2017-1951	2/4/2019	JAN2019/20 ANALYZE+CONNI	21,877.00	21,877.00
104529	3/13/2019	53146	SERVIN, ANDREW	Scholarship	2/25/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104530	3/13/2019	47193	SIEMENS INDUSTRY INC.	5610153228	2/11/2019	JAN2019 TRAFFIC SIGNAL M/	1,760.00	
				5620011478	2/11/2019	JAN2019 TRAFFIC SIGNAL C/	1,360.90	3,120.90
104531	3/13/2019	44581	SIGN-A-RAMA	93695	2/4/2019	RPLC'D MONUMENT @ VAN E	5,366.00	
				93696	2/4/2019	RPLC'D MONUMENT @ CALLI	5,366.00	10,732.00
104532	3/13/2019	52503	SILVA, CARLOS	Feb 2019	2/28/2019	FEB2019 CERAMIC CLASS	320.00	320.00
104533	3/13/2019	35000	SMART & FINAL	044397	2/26/2019	PLATES, CUPS, BOWLS, NAP	196.83	
				050750	2/25/2019	CREAMER & COFFEE	62.94	
				051248	2/27/2019	WATER & DISH DETERGENT	34.09	
				056991	2/12/2019	SOFT DRINKS, STEVIA PACKI	187.15	481.01
104534	3/13/2019	35450	SOCALGAS	1500 6th-JA19	1/28/2019	AC 020 678 1257 4, 12/22-1/24	286.05	286.05
104535	3/13/2019	51139	SOUTHERN COMPUTER WARIN-000556242		2/8/2019	22" LED-BACKLIT LCD TV W/	325.08	
			IN-000556376		2/8/2019	SAMSUNG 32IN HD	531.59	
			IN-000556458		2/8/2019	STATE OF CA EWASTE FEE	12.00	
			IN-000556459		2/8/2019	STATE OF CA EWASTE FEE	12.00	
			IN-000556685		2/11/2019	PANASONIC CR2 PHOTO BAT	74.60	955.27
104536	3/13/2019	48221	SPECIALTY MOWING SERVICE1009		2/8/2019	TRIMMED OLEANDER HEDGE	2,496.00	2,496.00
104537	3/13/2019	52595	STAPLES BUSINESS CREDIT 172901233-0-1		2/26/2019	COPY PAPER, LETTER OPEN	441.54	
			172901233-0-3		3/1/2019	SAFETY GLASSES	8.47	450.00
104538	3/13/2019	47915	SUPERCIRCUITS, INC.	INV16658	2/12/2019	2MP 4-1 TURRET 2.8-12MM 10	152.38	152.38
104539	3/13/2019	02079	THE DESERT SUN #1082	Feb/Mar Svc	3/1/2019	AC #DS0400716, FEB-MAR20	97.86	97.86
104540	3/13/2019	51918	THE GREATER COACHELLA VGCVCC 8937		2/25/2019	JAN-MAR2019 QTRLY DISBUF	12,187.50	12,187.50

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104541	3/13/2019	42289	TIME WARNER CABLE	0008595021719	2/17/2019	84626 BAGDAD AVE, MAR201	13.31
				0213187021119	2/11/2019	1515 6TH ST-FIBER, 2/20-3/19	877.30
							890.6
104542	3/13/2019	51229	TJC PROPERTY SERVICES, IN	20180708	8/9/2018	NOV2016-JUNE2018 SVCS: A	9,904.00
104543	3/13/2019	38250	TOPS N BARRICADES	1072633	1/28/2019	1/23-25 CHNGBLE MSG SIGN	540.00
				1072764	1/31/2019	PAINT WHITE RDRY	827.59
				1072982	2/11/2019	2/6-8 CHNGBLE MSG SIGN RI	540.00
				1073023	2/12/2019	SAFE GLASS PM EXTREME	25.01
							1,932.60
104544	3/13/2019	50590	TOUCHTONE COMMUNICATIO	373682	2/1/2019	AC 1100006871, FEB2019	3.44
							3.44
104545	3/13/2019	52204	TPX COMMUNICATIONS	113440775-0	2/16/2019	AC33325, 2/16-3/15	3,038.28
							3,038.28
104546	3/13/2019	48436	UNIVAR USA INC.	LA704881	2/15/2019	SODIUM BISULFITE	6,264.04
				LA704851	2/15/2019	SODIUM HYPOCHLORITE	5,602.02
							11,866.06
104547	3/13/2019	53147	VALENZUELA, ROSA I.	Scholarship	2/19/2019	2019 CYBSA SCHOLARSHIP-	55.00
							55.00
104548	3/13/2019	39640	VALLEY LOCK & SAFE	152524	2/12/2019	PRGM/INSTALL LOCKS @ LIB	912.90
				152525	2/12/2019	CYBER LOCKS FOR LIBRARY	4,455.49
				152526	2/12/2019	CYBER KEYS FOR LIBRARY	1,782.14
							7,150.53
104549	3/13/2019	49255	VEOLIA ES TECHNICAL SOLU	EW1510104	2/13/2019	RECYCLEPAK CONTAINERS	1,659.50
							1,659.50
104550	3/13/2019	44966	VERIZON WIRELESS	9823263579	2/1/2019	AC371867190-00001, 1/2-2/1	5,441.65
				9823263580	2/1/2019	AC371867190-00002, 1/2-2/1	248.47
							5,690.12
104551	3/13/2019	50629	VINTAGE ASSOCIATES, INC	210894	2/15/2019	FEB2019 LNDSCPE MAINT @	6,067.36
				210895	2/15/2019	FEB2019 LNDSCPE MAINT @	4,836.00
				210893	2/15/2019	FEB2019 LNDSCPE MAINT @	10,550.00
				210904	2/15/2019	FEB2019 LNDSCPE MAINT @	3,600.00
				210906	2/15/2019	FEB2019 LNDSCPE MAINT @	1,600.00
							26,653.36
104552	3/13/2019	44775	VISTA PAINT CORPORATION	2019-697686-00	2/12/2019	STRAINER	-8.84
				2019-709745-00	2/20/2019	BRUSH & RAGS	36.88
				2019-722063-00	2/27/2019	COVERALL EXT FLAT WHITE,	440.00
				2019-695556-00	2/11/2019	COVERALL EXT FLAT WHITE,	221.06
				2019-709740-00	2/20/2019	PROTEC ALKYD EMULSION, "	168.80
							857.90
104553	3/13/2019	53156	VIZCARRA, LORENA	Scholarship	2/26/2019	2019 CYBSA SCHOLARSHIP-	55.00
							55.00
104554	3/13/2019	01732	WAXIE SANITARY SUPPLY	78057389	2/11/2019	ADVANCE ET610-100H-15-SV	2,268.53
							2,268.53
104555	3/13/2019	49778	WEST COAST ARBORIST, INC	144766	1/16/2019	PE1/16 TREE MAINT @ LLMD	12,240.00
							12,240.00
104556	3/13/2019	51697	WESTERN WATER WORKS SI	55566-00	2/7/2019	2-1/2 DI HYD 6H DI CAPS 1-1/2	2,647.52
				55569-00	2/8/2019	ANGLE MTR VLV INSTA-TITE	1,744.35
				55597-00	2/13/2019	2-1/2 DI HYD 6H DI CAPS 1-1/2	2,736.70
				55609-00	2/15/2019	BLK RUBBER RIBBED RING C	4.14
							7,132.71

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104557	3/13/2019	00384	WILLDAN FINANCIAL SERVICE002-20508	2/1/2019	JAN2019 BLDG & SAFETY SV	20,560.00	20,560.00
104558	3/13/2019	48971	XPRESS GRAPHICS & PRINTII19-29264	2/12/2019	VETERAN'S POLE BANNERS	252.35	252.35
104559	3/13/2019	53149	ZAMORA, DAVID	Scholarship	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104560	3/13/2019	53148	ZAMORA, MARLENE	Scholarship	2019 CYBSA SCHOLARSHIP-	110.00	110.00
Sub total for WELLS FARGO BANK:							1,422,824.88

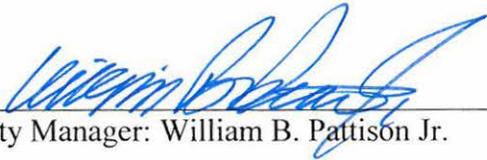
-25-

141 checks in this report.

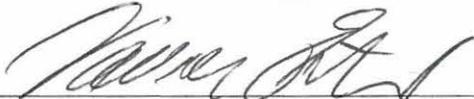
Grand Total All Checks: 1,422,824.88

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Date: March 13, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

ITEM 12.b.



STAFF REPORT 3/13/2019

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Ordinance No. 1134 approving a Development Agreement with Coachella Valley CRE, Inc. for the Desert Research Park 4 project consisting of a 126,000 square foot cannabis cultivation greenhouse development at 84-811 Avenue 48 (APN 603-232-023) (Second Reading).

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1134 approving the Development Agreement between the City of Coachella and Coachella Valley CRE, Inc. for the Desert Research Park 4 project.

BACKGROUND:

On February 27, 2019 the City Council approved first reading of Ordinance No. 1134 approving a Development Agreement between the City of Coachella, and Coachella Valley, CRE, Inc. for the Desert Research park 4 project located at 84-811 Avenue 48. The project includes construction of a new 126,000 square foot cannabis cultivation greenhouse building. The City Council directed the City Attorney to make minor modifications to the final Development Agreement adding a local hiring clause similar to the prior-executed Development Agreement with Cultivation Technologies Inc. (CTI) at this location.

DISCUSSION/ANALYSIS:

The proposed Development Agreement will vest the developments rights of the applicant for a period of seven years (with an option for one three-year extension) and to impose fees on the Project, in addition to the fees specified in the City's Municipal Code for development agreements, including a production/facility fee, cultivation fee, manufacturing fee and a distribution fee, consistent with voter approved Measure II, the Coachella Marijuana Tax. The terms of the Development Agreement allow for the following cannabis floor area excise taxes to be paid.

- \$5.00 per sq. ft. of flowering canopy area paid annually
- 2% of gross wholesale receipts for cultivation
- 2% of gross wholesale receipts for manufacturing
- 2% of receipts for distribution

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Additionally, the Development Agreement was modified in Section 7.5 to include a local hiring clause, similar to prior negotiated Development Agreements for cannabis cultivation uses.

ALTERNATIVES:

- 1) Adopt Ordinance No. 1134.
- 2) Continue this matter and provide staff with direction.
- 3) Take no action.

FISCAL IMPACT:

Adoption of Ordinance No. 1134 will approve a City Development Agreement with the owner/developer of this project which will create a favorable taxation scheme for the commercial cannabis cultivation end users of the facility. As such, it promotes retention of new jobs to be created and long-term cannabis taxation revenues, which would have positive fiscal impacts to the City's revenues.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 above.

Attachment: Ordinance No. 1134 (2nd Reading)
Development Agreement with Coachella Valley CRE, Inc.

ORDINANCE NO. 1134

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR THE 6-ACRE DESERT RESEARCH PARK #4 PROJECT, LOCATED SOUTH OF AVENUE 48, WEST OF HARRISON STREET: COACHELLA VALLEY CRE INC. (APPLICANT)

WHEREAS, the Coachella City Council of the City of Coachella (“City”) has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code Sections 65864 *et seq.*, the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein; and

WHEREAS, the Coachella Valley Cre Inc. (Applicant) has filed an application for a Development Agreement in conjunction with the Desert Research Park #4 Project which allows for the development of a commercial marijuana cultivation complex totaling 126,000 square feet on 6 acres of land located south of Avenue 48, west of Harrison Street, Assessor’s Parcel Number (APN) 603-232-023 (“Project); and

WHEREAS, owner currently holds a lease option to purchase a fee simple interest in real property considered in this Agreement located within the City of Coachella, County of Riverside, State of California; and

WHEREAS, the Applicant desires to develop the property with a commercial marijuana cultivation complex pursuant to Ordinances 1103, 1108 and Ordinance 1109; and

WHEREAS, in order to obtain a greater degree of certainty as to the Applicant’s ability to expeditiously and economically develop the Project and provide the City with various public benefits, applicant has duly filed an application for a Development Agreement in accordance with the State of California’s Development Agreement Statute (California Government Code Sections 65864 – 65869.5).

WHEREAS, on February 7, 2019 the City gave public notice as required by mailing notices to property owners within at least 300 feet of the Project and on February 9, 2019 publishing a public notice in the Desert Sun of the holding of a public hearing at which the Development Agreement would be considered; and

WHEREAS, the Planning Commission of the City of Coachella held a duly noticed and published Public Hearing on February 20, 2019 at which time interested persons had an opportunity

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to testify in support of, or opposition to, the Development Agreement and at which time the Planning Commission considered and recommended approval of the Development Agreement, together with the recommendations of the Development Services Director and all written and oral evidence within the record or provided at the public hearing; and

WHEREAS, in compliance with the requirements of the California Environmental Quality Act (“CEQA”), the City previously completed Environmental Assessment No. 15-07 for the original CTI Project and the City has made a determination that the Project will not have a significant impact on the environment and on July 13, 2016 previously adopted a Mitigated Negative Declaration for the Project; and

WHEREAS, the City Council makes the following findings:

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the general plan;

B. The Development Agreement is compatible with the uses authorized in and theregulations prescribed for the land use district in which the real property is located;

C. The Development Agreement is in conformity with the public necessity, public convenience, general welfare and good land use practices;

D. The Development Agreement will not be detrimental to the health, safety and general welfare;

E. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values;

F. The Development Agreement will have a positive fiscal impact on the city;

G. The Development Agreement was analyzed as part of the CTI Initial Study (EA 15-07) and therefore, the City Council finds that no new environmental documentation is required because no new information of substantial importance has been presented to the City showing that the Project’s impacts may be different or more severe than those set forth in the initial study.

NOW, THEREFORE BE IT RESOLVED, that the City Council, in light of the whole record before it, including but not limited to the recommendation of the Development Services Director as provided in the Staff Report dated February 27, 2019 and documents incorporated therein by reference and any other written and oral evidence within the record or provided at the public hearing of this matter, hereby recommends that the City Council approve the Desert Research Project #4 Development Agreement, attached hereto as Exhibit “A”.

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PASSED, APPROVED and ADOPTED this 13th day of March 2019.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1133 was duly and regularly introduced at a meeting of the City Council on the 27th day of February 2019, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 13th day of March 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Coachella
1515 Sixth Street
Coachella, CA 92236

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ (____th) day of _____, 2019 (the "Execution Date"), by and between the **CITY OF COACHELLA**, a California municipal corporation (the "City") and **COACHELLA VALLEY CRE, INC.**, a California corporation ("Owner"). The City and Owner are sometimes collectively referenced herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

RECITALS

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. As authorized by the Development Agreement Statutes, the City has adopted Municipal Code Section 17.100 *et seq.* establishing the procedures and requirements for the consideration of development agreements with the City.
- D. Owner currently owns a fee simple interest in real property considered in this Agreement, which has a development area approximately 6.06 acres in size, located

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at 84-811 Avenue 48, City of Coachella, County of Riverside, State of California (the "Site"). The Site is identified as Assessor's Parcel Number 603-232-023-5 and is more fully described in **Exhibit A** and shown on the map in **Exhibit B**, both exhibits being attached hereto and incorporated herein by this reference.

- E. Presently, Owner intends to: (i) record one or more condominium plans on the Site in order to facilitate the development of a set of buildings and which will allow for the development, joint venture or sale of all or portions of the Site and the buildings thereon to successor owners, and (ii) enter into one or more leases (including permitted subleases pursuant to the leases) of the Site or portions thereof with California nonprofit corporations and/or other authorized corporations or entities as allowed by law ("Tenant" or "Tenants") that are duly formed under California law or otherwise authorized to do business in California for the purpose of cannabis production which shall include, but not be limited to, facilities in which cannabis is planted, grown, harvested, dried, cured, graded, trimmed, extracted, manufactured into cannabis products, distributed, or transported, or that does all or any combination of those activities ("Commercial Cannabis Activity"). For purposes of this Agreement, "Commercial Cannabis Activity" shall not include any cannabis retail business type where cannabis is sold directly to individual consumers. Such Commercial Cannabis Activity facilities shall operate in accordance with the California State Compassionate Use Act (Health & Safety Code § 11362.5) ("CUA"), the Medical Marijuana Program Act (Health & Safety Code §§ 11362.7 *et seq.*) ("MMP"), the Control, Regulate and Tax Adult Use of Marijuana Act of 2016 ("AUMA"), and the Medicinal and Adult Use Regulation and Safety Act ("MAUCRSA"), as amended or superseded including, regulations promulgated thereunder, and any additional California state law related to Commercial Cannabis Activity (collectively "State Cannabis Law"). Owner and Tenants shall collectively be referred to in this Agreement as "Developers". Prior to operating a Commercial Cannabis Activity facility, Developers shall be required to obtain a Commercial Cannabis Activity regulatory permit from City pursuant to City ordinance.
- F. Developers shall obtain all required state licenses issued under State Cannabis Law.
- G. On or about July 6, 2016, the City approved a Conditional Use Permit, designated (CUP #265) ("CUP"), and Architectural Review (AR #16-08) ("AR"). An Environmental Initial Study recommending the adoption of a Mitigated Negative Declaration (EA #15-07) ("EA") was prepared and distributed to responsible agencies for review and comment pursuant to the guidelines of the California Environmental Quality Act ("CEQA"). On or about July 13, 2016 the City also adopted a Mitigated Negative Declaration (MND) addressing the environmental impacts of the foregoing entitlements. On or about December 19, 2018, the City

approved Modification No. 2 to Conditional Use Permit No. 265 and Modification No. 1 to Architectural Review 16-08. On _____, Owner applied to City for this Agreement. The CUP and AR modifications, EA, MND and Development Agreement, shall collectively be referred to as the “Project Approvals”.

- H. Developers presently intend to develop and open Commercial Cannabis Activity facilities and related general office facilities (collectively, “Commercial Cannabis Activity Facility”) on the Site consistent with State Cannabis Law, all other applicable California law, and the Project Approvals (known as the “Project”).
- I. The Project will include planting, growing, cultivating, harvesting, processing, drying, trimming, extracting, and manufacturing of cannabis products and distribution of same under State Cannabis Law, but would not include the retail sale to individuals at the Site.
- J. The Project will consist of a total planning area of approximately 6.06 acres, known as the Desert Research Park #4. The Project is designed to integrate seamlessly into the City of Coachella’s General Plan Goals and Policies for Industrial Districts, including the latest provisions for Commercial Cannabis Activity. The Project consists of a single industrial greenhouse totaling approximately 126,000 square feet of grow area and supporting facilities, together with common parking, landscaping and security fencing.
- K. On January 27, 2016, City adopted Ordinances 1083 and 1084 permitting Commercial Cannabis Activity Facilities in strict compliance with the State Cannabis Laws under certain conditions and provisions. The City has since updated and will continue to update its local cannabis laws in light of changing circumstances, City Council direction, and updates in State Cannabis Law.
- L. On November 8, 2016 California voters approved Proposition 64 or AUMA, and in 2017, the Governor of California signed MAUCRSA into law. The Parties intend through this Agreement that Developers shall have the right to conduct Commercial Cannabis Activity and operate Commercial Cannabis Activity Facilities, as such terms are defined herein and as allowed by State Cannabis Law (including AUMA and MAUCRSA) or any other law or initiative adopted in California, including local Ordinance, pertaining to Commercial Cannabis Activity.
- M. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City a quarterly production/facility fee based on the Flowering Room or Flowering Space square footage or gross receipts of all Cultivation (whichever is greater), a quarterly production fee based on gross receipts for Manufacturing at the

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Site, and a quarterly distribution fee based on the gross receipts of all Distribution from the Site, as hereinafter defined.

- N. All procedures of CEQA, California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied based on an addendum to the initial study as a result of which certain additional focused studies evaluating the environmental impacts of the Project have been completed and the City has made certain findings and determinations that this Agreement and the Project can be supported by a Mitigated Negative Declaration in compliance with the requirements of CEQA.
- O. City has provided proper public notice of its intent to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code section 65867 and Municipal Code Chapter 17.100. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances.
- P. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present City Council members, that this Agreement will serve to bind City and future City Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City staff, the Planning Commission, and the City Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety, and welfare are best served by entering into this Agreement. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights given in this Agreement. The City Council specifically finds that this Agreement satisfies each and every one of the required findings in Municipal Code Section 17.100.070.
- Q. The City agrees that Developers' land use entitlements for the Project shall vest for the term of this Agreement as described below, including, but not limited to, the right to cultivate, manufacture, process, transport and distribute cannabis in compliance with State Cannabis Law and local ordinances.

- R. After conducting a duly noticed hearing on July 6, 2016, in conjunction with Section 17.100.060 of the City's Municipal Code, the Planning Commission of the City reviewed, considered and recommended for approval CUP #265 and AR #16-08; a contingency with regard to this Agreement. The City Council reviewed, considered, and approved CUP #265 and AR #16-08 on July 13, 2016. The Planning Commission and City Council found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the Coachella Auto Wrecking (M-W) Zone; is in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City.
- S. After conducting a duly noticed hearing on _____, 2019, the Planning Commission adopted Resolution No. _____ recommending approval of the execution of this Agreement to City Council.
- T. After conducting a duly noticed hearing on _____, 2019, in conjunction with Section 17.100.070 of the City's Municipal Code, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the Coachella Auto Wrecking (M-W) Zone; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Coachella and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. This Agreement pertains to the Site as described in Exhibit A and shown in Exhibit B. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Riverside County Recorder. The word "Owner" as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or

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orientation of any Site component specified above be changed in minor respects, e.g., changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors after any such minor change shall remain as provided herein.

2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Developers will be deemed to be the agent of the other for any purpose whatsoever. City and Developers hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developers joint venturers or partners.

3. Term. Except as otherwise specified herein, the term of this Agreement (the "Term") is seven (7) years from the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

3.1 Term Extension – Third Party Issues. Notwithstanding the Parties' expectation that there will be no limit or moratorium upon the Project's development or the issuance of building or other development related permits (a "Development Limitation") during the Term, the Parties understand and agree that various third parties may take action causing a de facto Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developers.

3.1.1 Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project's development, or third-party initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2 Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Developers.

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at

national level effecting development involved personnel not employed by Developers, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement may be extended in either of the following ways:

3.2.1 Request of Owner. This Agreement's Term may be extended for one (1) additional three (3) year period following the expiration of the initial Term upon the occurrence of all of the following:

3.2.1.1 Written Notice. Owner shall give written notice to City of a request for the Term Extension no later than one hundred twenty (120) calendar days before the expiration of the Term; and

3.2.1.2 No Default by Owner. Unless otherwise provided in this Agreement, Owner shall not be in a continuing default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement and not having cured same, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's reasonable satisfaction.

3.2.2 Mutual Agreement of Parties. This Agreement's Term may be extended by mutual agreement of the Parties.

3.3 Termination of Agreement. Upon the termination of this Agreement, either by expiration of the Term or otherwise, Developers shall have no right to engage in Commercial Cannabis Activity at the Project Site, except as may otherwise be allowed by City ordinance or law.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1 Certified Report. "Certified Report" shall mean a detailed document prepared by Owner on a form acceptable to the City's Director of Finance to report to City of the cultivation, processing, production, distribution and sales by Tenants or

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owner-occupiers in the Project during each Operational Quarter, as defined herein. Each Certified Report shall be certified as true and correct by a duly-authorized officer of Owner. City may also require certification by any owner-occupier, as applicable.

4.2 Production/Facility Fee. “Production/Facility Fee” shall mean a quarterly Cultivation fee remitted to the City by Owner, or by its Tenant(s) on behalf of the Owner, based on its Flowering Room or Flowering Space, as such terms are defined below, square footage or gross wholesale receipts—whichever is greater, as described in Section 4.2.1, below—and that of its Tenants and a quarterly Manufacturing fee based on Owner’s gross receipts or that of its Tenants, or the prorated portion therein for any quarter in which the business begins operation, in the amounts set forth below.

4.2.1 Cultivation. The greater of (i) \$5.00 per square foot annually (\$1.25 per square foot on a quarterly basis) multiplied by the total square footage of the Flowering Space(s) of the Developers’ Greenhouse(s), or (ii) two percent (2.00%) for Cultivation. Owner and/or Tenants engaged in such activity are considered to be a “Cultivator”. Greenhouse means a structure enclosed by four solid walls and opaque ceilings that allow for the penetration of sunlight and used for the Commercial Cannabis Activity, provided that all cannabis plants must be screened from public view. Flowering Space means an area or room within a Greenhouse where cannabis plants that have reached a specific stage of growth are moved to encourage flowering.

4.2.2 Manufacturing. Two percent (2.00%) for “Manufacturing,” which includes the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container. Owner and/or any Tenant engaged in such activity are considered to be a “Manufacturer”.

4.3 Distribution Fee. Two percent (2.00%) for “Distribution” based on the gross receipts of Distributors, which include anyone engaged in the business of purchasing cannabis from a Cultivator, or cannabis products from a Manufacturer, for sale to a retailer or executing a contract made directly between a Cultivator/Manufacturer and a retailer for purposes of distribution.

4.4 Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board.

Owner will also require all Tenant(s) to certify that Tenant(s) are not income tax exempt under State or Federal Law and will not file for such an exemption.

4.5 Operational Quarter. “Operational Quarter” shall mean any calendar quarter, or portion of a calendar quarter, during which any gross revenue of the Project is produced, as defined herein. The calendar quarters shall begin and end as follows: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

4.6 Tenants. The Owner and Owner’s Tenants are subject to State Cannabis Law, other state law, and local ordinances. Each lease of any portion of the Site shall require Tenants to cooperate with Owner and City in all respects with matters pertaining to this Agreement.

4.7 Land Use Regulations. “Land Use Regulations” shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Project. “Land Use Regulations” do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.7.1 The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.7.2 Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.7.3 The control and abatement of nuisances;

4.7.4 The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.7.5 The exercise of the power of eminent domain.

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4.8 Existing Land Use Regulations. “Existing Land Use Regulations” means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

5. Fee Payments.

5.1 Fee Payments. In consideration of City’s entering into this Agreement and authorizing the development and operation of the Project, the requirements for City services created by the Project, the City insuring Developers’ compliance with this Agreement, the CUP, State Cannabis Laws, and the City’s municipal ordinances, throughout the Term of this Agreement, the following payments shall be made to City:

5.1.1 Production/Facility Fee Payments by Owner. Quarterly payments of the Production/Facility Fee (including the Cultivation Fee and Manufacturing Fee) shall be paid by Owner, or by its Tenant(s) on behalf of Owner, provided that Owner shall ultimately be responsible to ensure such payment is made, to City during the Term as specified in Section 6.1 herein. The payment obligations of the Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Production/Facility Fee under this Agreement shall cease if a City wide tax on commercial cannabis activity is imposed.

5.1.2 Distribution Fee Payments by Owner. Quarterly payments of the Distribution Fee shall be paid by Owner, or by its Tenant(s) on behalf of Owner, provided that Owner shall ultimately be responsible to ensure such payment is made, to City during the Term as specified in Section 6.1 herein. The payment obligations of the Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Distribution Fee under this Agreement shall cease if a City wide tax on commercial cannabis activity is imposed.

5.1.3 Development Agreement Fees and Exactions by Owner. The Project shall be subject to the Section 17.100.030 of the City’s Municipal Code requiring a reimbursement agreement, periodic development agreement fee for period reviews and a development agreement fee calculated as two percent (2%) of the construction project valuation as described in Section 17.100.030.

6. Payment Procedures. The following procedures shall apply during the operation of the Project:

6.1 Remittance of Production/Facility Fee and Distribution Fee/Certified Reports. Within thirty (30) calendar days following the end of each Operational Quarter during the Term of this Agreement commencing with the first Operational Quarter in which the Project has commenced, Owner, or its Tenant(s) on behalf of Owner, provided that Owner shall ultimately be responsible to ensure such payment is made, shall submit the Certified Report to the City's Finance Director and a payment for the Production/Facility Fee and Distribution Fee for that Operational Quarter as identified in the Certified Report. Owner shall pay Production/Facility Fees and Distribution Fees to City on a quarterly basis without exception. Any material misstatement or misrepresentation in the Certified Report and any failure to pay Production/Facility Fees and/or Distribution Fees when due shall constitute events of default by the Owner subject to the default provisions of this Agreement.

6.2 Maintenance of Records. Developers shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Developers of the Commercial Cannabis Activity Facility. Developers shall maintain such records in a form and location reasonably accessible to City, following reasonable notice to Developers, for a period of at least five (5) calendar years following Owner's submission of the Certified Report to which the records apply.

6.3 Audit. Within thirty (30) calendar days following the end of each calendar quarter, the City may conduct an audit or arrange for a third-party independent audit, at Developers' expense, of Developers' records regarding Certified Reports and the Production and Distribution Fees. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Developers, and shall reasonably attempt to schedule the audit so as to reduce the impact on Developers' operations as much as is feasible. Developers shall cooperate with the City in completing the audit. If the audit reveals that Owner has underpaid the Production/Facility Fee and/or Distribution Fee, Owner shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance. If the underpaid amount is more than five percent (5.00%) of the amount due, Owner shall additionally pay all costs of the audit, including city staff time and outside consultants. If the audit reveals that Owner has overpaid any amount of the Production/Facility Fee and/or Distribution Fee, City shall provide written notification to Owner and shall credit such amount against Owner's subsequent quarterly payments of Production/Facility Fees and/or Distribution Fees until the overpaid amount has been resolved, or refund the overpayment if no further quarterly payment is due from Owner.

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6.4 Site Inspection. From time to time, the City has the right to inspect the Facility for the purpose of monitoring operations, checking quantities and verifying volumes of product during operating hours or any time deemed appropriate to insure accurate reporting. The City must give notice at least forty-eight (48) hours in advance of any inspection.

7. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

7.1 Implementation. Owner shall use good faith efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement (including, without limitation, Section 8.2 below), the CUP and the Municipal Code.

7.2 Maintain & Operate Project. Developers shall maintain and operate the Project on the Site, once constructed, throughout the Term of this Agreement, in accordance with the Project Approvals and all City, State and Federal laws.

7.3 Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "Indemnified Parties") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation, consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Developers, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

7.4 Project Building Completion Deadline. Owner shall obtain Certificates of Occupancy for all six (6) of the Project buildings within three (3) years of the Execution Date of this Agreement. Failure to comply with this Section will result in the automatic and immediate termination of this Agreement.

7.5 Local Hiring. For operations of the Project after construction, Owner shall provide City a local hiring outreach plan ("Hiring Plan") at Project start-up to include all efforts Owner and its tenant(s) will pursue in attempting to provide employment at the Project Site to residents of the City. The Hiring Plan shall be approved by the City Manager. Owner shall implement the Hiring Plan, and insure its tenant(s) adhere to the Hiring Plan, and use all reasonable and best efforts to employ a

minimum of twenty-five percent (25%) of the workforce at the Project Site from residents of the City.

8. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

8.1 Expeditious Services. City shall process applications and address questions and concerns raised by Developers' representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon Owner's request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this Section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors ("Private Contractors") to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Owner's sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project's development processing. Owner shall pay such costs and expenses of Private Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

8.2 Vested Rights. During the Term of this Agreement, Owner shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances, in addition to any Commercial Cannabis Activity operating standards found in the Municipal Code ("Operating Standards"), which may be amended after the date of this Agreement at the City's discretion to reasonably minimize or eliminate safety hazards. The Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Notwithstanding anything to the contrary in this Agreement or otherwise, Owner shall have the vested right to develop the Project in such order, in such phases, at such rate and at such times as Owner deems appropriate in the exercise of its subjective good faith business judgment, provided that Owner is in compliance with the Project Approvals.

8.3 Building Permits and Other Approvals and Permits. Subject to (a) Owner's compliance with this Agreement, the Project Approvals, the Existing Land Use Ordinances, the Building Ordinances, and Operating Standards; and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Developers promptly upon application therefore all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for, including connection to all utility systems under the City's jurisdiction and

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control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

8.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

8.5 Construction Hours. The Parties recognize that the City's Municipal Code Section 7.40.070 sets construction hours within the City and allows for other hours of construction when there are unusual conditions, with the consent of the city manager, or his or her designee, upon recommendation of the building director or the city engineer. In this instance construction hours may need to be modified because construction is anticipated to take place during hot summer months, both the City and Owner have an interest in accelerating construction; the nearest residential zone is over 1,000 feet from the majority of the Project site; and the neighboring properties are all industrial uses that will not be adversely affected. As such, Owner may submit a construction schedule to the city manager, or his or her designee, that may include construction 24 hours per day. City may limit the hours of construction based on noise, interference with neighbors, or other community impacts.

9. Effect of Agreement.

9.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

9.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referenda, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project during the Term as set forth in the Project Approvals and the Existing Land Use Ordinances, and

the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

9.3 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Law") is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum in accordance with California law.

9.3.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium or to impose any other limitation that may affect the Project.

10. Specific Criteria Applicable to Development of the Project.

10.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

10.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to

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prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 5; or (v) it is otherwise expressly permitted by this Agreement. The City has adopted Operating Standards that govern this type of use, which regulations, and any amendments thereto adopted after the Execution Date which are permitted under Section 8.2 above, shall apply to the Project.

10.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Execution Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

11. Permitted Delays; Supersedure by Subsequent Laws.

11.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

11.2 Supersedure of Subsequent Laws or Judicial Action.

11.2.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a “Decision”), enacted or made after the Execution Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 3.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the Project.

11.2.2 The Parties recognize that California adopted, through ballot initiative, the AUMA and may adopt through initiative or legislative action other laws and regulations pertaining to either medical or adult use of cannabis. The Parties intend through this Agreement that Developers shall have the right to cultivate, produce, manufacture and distribute cannabis as allowed by current State Cannabis Law, pertaining to Commercial Cannabis Activity. To the extent the changes in California law change the legal process or structure by which cannabis cultivators, producers, manufacturers or distributors can or may operate (i.e. for-profit vs. non-profit entities, size of licensees, etc.), the Parties intend this Agreement to be flexible to allow such changes and may alter the procedures specified herein, by Operating Memoranda as defined below, or otherwise, as may be necessary.

12. Operating Memoranda and Administrative Variations.

12.1 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is anticipated due to the term of this Agreement that refinements and minor changes to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda (“Operating Memoranda”) approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City

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Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any operating Memoranda hereunder without further City Council action.

13. CEQA. All procedures of CEQA, California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied based on an initial study as a result of which certain additional focused studies evaluating the environmental impacts of the Project have been completed and the City has made certain findings and determinations that this Agreement and the Project can be supported by a Mitigated Negative Declaration in compliance with the requirements of CEQA.

14. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City's municipal code, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

15. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement ("Assignable Rights") to a third party, a subordinate entity, or a related entity (make an "Assignment") without the prior written consent of City in each instance, which consent may be withheld in the City's sole discretion. Any assignment in violation of this Section will be void.

16. Review for Compliance.

16.1 Periodic Review. Pursuant to California Government Code section 65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the Execution Date, in order to ascertain Owner's good faith compliance

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with its terms (the “Periodic Review”). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

17. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in California Government Code section 65865.1 or California Government Code section 65868.

18. Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.

19. Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

20. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by telecopier or facsimile (“Fax”) machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to City: City of Coachella
1515 Sixth Street
Coachella, CA 92236
Attention: City Manager

With copy to: Best, Best & Krieger, LLP, City Attorney

74760 Highway 111
Suite 200
Indian Wells, CA 92210
Attention: Carlos Campos, Esq.

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If to Owner: CV CRE, Inc.
72-100 Magnesia Falls, Ste. 2
Rancho Mirage, CA 92270
Attention: Michael Meade

With copy to: Dan Olivier, Esq.
41-750 Rancho Las Palmas Dr.
Bldg. H
Rancho Mirage, CA 92270

Notices sent in accordance with this Section shall be deemed delivered upon the: (a) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (b) date of actual receipt (if personally delivered by other means); (c) date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or (d) date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

21. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within fourteen (14) calendar days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within seven (7) calendar days after receipt of the notice of default thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

22. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

23. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. Attorneys' Fees. In the event any Party hereto brings an action or proceeding for a declaration of the rights of the Parties, for injunctive relief, for an alleged breach or default, or any other action arising out of or related to this Agreement, or the transactions contemplated hereby or institutes a reference or arbitration proceeding as may expressly be permitted by the terms of this Agreement, the prevailing Party in any such action shall be entitled to an award of actual attorneys' fees and costs incurred in such action or proceeding, without regard to any rule of court or schedule of such fees maintained by the court, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

26. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

27. Estoppel Certificate. City shall, at any time and from time to time within ten (10) calendar days after receipt of written notice from Owner so requesting, execute, acknowledge and deliver to Owner a statement in writing: (a) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are no uncured defaults on the part of Owner hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the

ITEM 12.b.

Site. Upon Owner's written request, City shall issue a certificate of performance evidencing completion of any of Owner's obligation(s) under this Agreement.

28. Encumbrances on Real Property.

28.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Site or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Site or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

28.2 Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments.

28.3 Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

28.4 Mortgagee Not Obligated. Notwithstanding the provisions of Section 28.2, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, the

performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

28.5 Written Notice of Default. Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not cured within thirty (30) calendar days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) calendar days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee's acquisition of title to the Site or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

29. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

30. Governing Law and Venue. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Palm Springs Branch of the Consolidated Courts of Riverside County, California.

31. Mutual Covenants. The covenants contained herein, including those contained in the Recitals herein, are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

32. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Site or any portion thereof and all successors to the Parties (collectively, "Successors"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement, shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitude's and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Site or any portion thereof. From and after recordation of this

ITEM 12.b.

Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

33. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

34. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement's provisions by the other party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

35. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

36. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

37. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

38. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

39. Jointly Drafted. It is agreed among the Parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

40. Independent Legal Counsel. Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and

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voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

41. Further Cooperation. The Parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

42. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the parties hereto.

[Signatures on following pages]

ITEM 12.b.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

“CITY”

CITY OF COACHELLA, CA
a California Municipal Corporation

Date: _____, 2019

By: _____
Steven Hernandez
Mayor

Attest:

By: _____
Angela M. Zepeda
City Clerk

Approved as to form:

Best, Best & Krieger, LLP

By: _____
Carlos Campos, Esq.
City Attorney

“OWNER”

Date: _____, 2019

Coachella Valley CRE, Inc.,
a California corporation

By: _____
Name: _____
Its: President

Exhibit "A"

Legal Description

(see attached)

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Exhibit “B”

Map

(see attached)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

ITEM 12.c.



STAFF REPORT 3/13/2019

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Ordinance No. 1135 approving Change of Change of Zone 18-12 to add the RC (Retail Cannabis) Overlay Zone on 20,000 square feet of developed land in the C-G (General Commercial) zone at 84-161 Avenue 48 (Second Reading).

Ordinance No. 1136 approving the Second Amendment to the Glenroy Resort Development Agreement to modify the list of approved entitlements to include a new 3,250 square foot retail cannabis microbusiness (Second Reading).

STAFF RECOMMENDATION:

Staff recommends that the City Council take the following actions:

- 1) Adopt Ordinance No. 1135 approving Change of Zone (CZ 18-12) to add the RC (Retail Cannabis) Overlay Zone on 20,000 sq. ft. of developed land in the C-G (General Commercial) zone at 84-161 Avenue 48.
- 2) Adopt Ordinance No. 1136 approving the Second Amendment to the Glenroy Resort Development Agreement to modify the list of approved entitlements to include a new 3,250 square foot retail cannabis microbusiness.

BACKGROUND:

At the February 27, 2018 meeting, the City Council conducted a public hearing and introduced for first reading Ordinance No. 1135 regarding Change of Zone No. 18-12 and Ordinance No. 1136 regarding the Glenroy Resort Development Agreement (2nd Amendment). The City Council directed staff to modify a condition of approval related to the opening date for the 1st phase of the Glenroy Resort to January 1, 2020, which is part of Conditional Use Permit No. 312, and the final resolution on that item was amended.

DISCUSSION/ANALYSIS:

Ordinance No. 1135 will approve Change of Zone No. 18-12 to add the RC (Retail Cannabis) Overlay Zone on the entirety of Parcel 3 of Parcel Map 37310 (0.29 acres) and abutting parking spaces on the east and west sides of the new building. This "RC" Overlay Zone will extend along a sliver portion of the adjoining lot (Parcel 6 of Parcel Map 37310) along the Avenue 48

ITEM 12.c.

street frontage to the east of the microbusiness, as shown on the exhibit in the attached ordinance.

Additionally, the adoption of Ordinance No. 1136 will approve a Second Amendment to the current Glenroy Resort Development Agreement to replace references to approved entitlements related to the “retail cannabis business” to reflect Change of Zone No. 18-12 and Conditional Use Permit No. 312. Except for these minor amendments, all other terms and conditions of the Glenroy Resort Development Agreement shall remain in full force and effect.

FISCAL IMPACT:

Ordinances No. 1135 and 1136 will re-entitle the City of Coachella’s first retail cannabis microbusiness which has resulted in positive fiscal impacts to City coffers because the licensee pays retail cannabis excise taxes on all sales and products packaging that occur at the subject location. Additionally, this business is part of the larger Glenroy Resort hospitality and restaurant development that will create employment opportunities for local residents and provide transient occupancy tax revenues to the City.

Attachments: Ordinance No. 1135 (2nd Reading)
 Ordinance No. 1136 (2nd Reading)

ORDINANCE NO. 1135

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE 18-12 TO CHANGE THE ZONING FROM C-G (GENERAL COMMERCIAL) TO CG-RC (GENERAL COMMERCIAL – RETAIL CANNABIS OVERLAY) AMENDING THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED AT 84-161 AVENUE 48 WITHIN THE GLENROY RESORT COMMERCIAL CENTER. GLENROY COACHELLA LLC, APPLICANT.

WHEREAS, The Coachella Lighthouse, LLC filed an application for Change of Zone (CZ 18-12) and Conditional Use Permit (CUP 312) to allow a 3,250 square foot retail cannabis microbusiness with parking and security fencing to be located on 0.29 acres of land located 84-161 Avenue 48 within a commercial center located on the south side of Avenue 48 between Van Buren Street and the Dillon Road grade separation; APN: 603-220-063 and portions of APN 603-220-066, (“Project”); and,

WHEREAS, the Planning Commission conducted a duly noticed special public hearing on Change of Zone No. 18-12 and CUP 312 on February 6, 2019 in the Council Chambers, 1515 Sixth Street, Coachella, California; and,

WHEREAS, on February 6, 2019 the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS, the Project is permitted pursuant to Chapter 17.84 of the Coachella Municipal Code and Ordinance 1120 with the attendant applications for a Change of Zone to allow a retail cannabis microbusiness; and,

WHEREAS, the proposed project is necessary for economic development purposes as outlined in the Glenroy Resort Development Agreement and is consistent with the objectives of the City’s General Plan, and is not detrimental to the surrounding uses in the vicinity; and,

WHEREAS, the proposed site is adequate in size and shape to accommodate the proposed uses; and,

WHEREAS, the site for proposed use relates properly to streets which are designed to carry the type and quantity of traffic to be generated by the proposed use; and,

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

WHEREAS, the City Council conducted a duly noticed public hearing on Change of Zone No. 18-12 and CUP 312 on February 27, 2019 in the Council Chambers, 1515 Sixth Street, Coachella, California to consider staff recommendations and prior written and oral testimony regarding the project and wherein the public was given an opportunity to testify; and,

ITEM 12.c.

WHEREAS, a Mitigated Negative Declaration was previously prepared and adopted for the Glenroy Resort Project pursuant to the California Environmental Quality Act, as amended.

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

Section 1. That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone 18-12 Map marked “Exhibit A” from CG (General Commercial) to CG-RC (General Commercial – Retail Cannabis Overlay) for 20,000 square feet of developed land located on the south side of Avenue 48 between Van Buren Street and the Dillon Road grade separation (aka 84-161 Avenue 48) consisting of Assessor Parcel Number 603-220-063 and portions of APN 603-220-066, with the findings listed below.

Findings for Change of Zone 18-12:

1. The proposed change of zone is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Regional Commercial District land use designation that allows for hotel and commercial uses intended to create a regional attraction to the site. The proposed zoning is in keeping with the policies of the Regional Commercial District land use classification and the Project is internally consistent with other General Plan policies for this type of development.

2. The proposed change of zone will allow for a new building in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The site plan proposes a retail cannabis microbusiness totaling 3,250 square feet and common parking and security fencing. The Project complies with applicable CG-RC (General Commercial –Retail Cannabis) and the operators will secure a regulatory permit pursuant to Ordinance 1120.

3. The proposed change of zone and development of the property including the façade and architectural themes and development standards were considered on the basis of the suitability of the site for the particular use intended, and the total development, including the prescribed development standards, were so arranged to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and are in accord with all elements of the general plan. As proposed, the site is within the Regional Commercial land use designation of the City’s general plan. This category provides for a broad spectrum of commercial uses. The proposed uses are compatible with existing adjacent uses that include similar pattern of hospitality, restaurant and entertainment uses.

4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project propose a retail cannabis microbusiness that is allowed in the CG-RC zone pursuant to an approved Conditional Use Permit. Surrounding uses include restaurant, hotel and entertainment uses. The residential uses to the north in the County of Riverside will be substantially buffered by the Avenue 48 street right-of-way and other commercial uses making up the Glenroy Resort

site. The public park to the south will not be impacted since the park is substantially removed from the proposed retail cannabis business. Additionally, Building B was approved by the Planning Commission as having a unified design theme to the adjacent buildings. Therefore, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development.

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

Section 2. SEVERABILITY. The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 3. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its second reading by the City Council.

Section 4. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause it to be published and circulated in the City of Coachella.

PASSED, APPROVED and ADOPTED this 13th day of March 2019.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

ITEM 12.c.

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1135 was duly and regularly introduced at a meeting of the City Council on the 27th day of February 2019, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 13th day of March 2019.

AYES:

NOES:

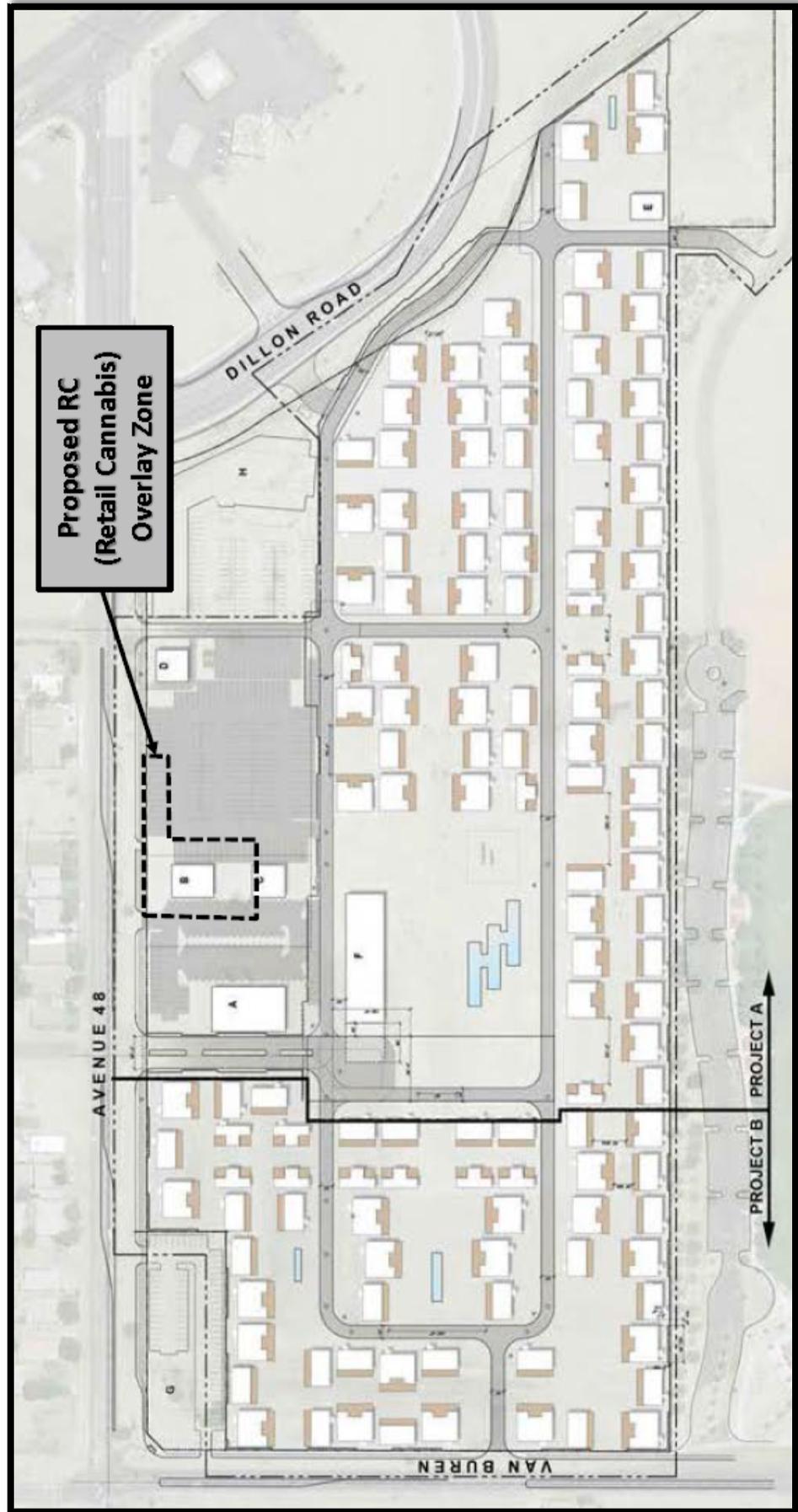
ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

“Exhibit A”

Existing Zoning: CG (General Commercial)
Proposed Zoning: CG-RC (General Commercial – Retail Cannabis Overlay)



ORDINANCE NO. 1136

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE GLENROY RESORT DEVELOPMENT AGREEMENT TO MODIFY VESTED ENTITLEMENTS TO INCLUDE A 3,250 SQUARE FOOT RETAIL CANNABIS MICROBUSINESS FOR THE 35-ACRE GLENROY RESORT PROJECT LOCATED AT THE SOUTHEAST CORNER OF AVENUE 48 AND VAN BUREN STREET. THE COACHELLA LIGHTHOUSE LLC., APPLICANT.

WHEREAS, the Coachella City Council of the City of Coachella (“City”) has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code Sections 65864 *et seq.*, the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein; and

WHEREAS, Glenroy Coachella, LLC, a California limited liability company filed an application for a Development Agreement in conjunction with the Glenroy Resort Project which allows for the development of a mixed-use development consisting of 130 single story resort bungalows with a total of 624 rooms, as well as an 8,050 square foot conference center (Building A), 2,000 square foot maintenance building (Building E), 12,000 square foot office, gym and food service building with an indoor entertainment area (Building F); a four story, 130 room hotel (Building H); a 3,600 square foot restaurant (Building G); a 3,520 square foot “retail cannabis business” or “retailer” as may be defined under the Coachella Municipal Code in the event such use is permitted under the Coachella Municipal Code (Building B); a 2,500 square foot general store (Building C), and a 2,500 square foot coffee shop with drive-through access (Building D). The Project will be built in phases, with a portion of the resort bungalows being the first phase of construction. The phasing of the development, including 76 resort bungalows and commercial development in Phase 1 and the hotel development and balance of the resort bungalows in Phase 2 on approximately 33.71 acres located at southeast corner of Avenue 48 and Van Buren Street, Assessor’s Parcel Number 603-220-061 through 603-220-066 (“Project”); and

WHEREAS, in order to obtain a greater degree of certainty as to the Applicant’s ability to expeditiously and economically develop the Project and provide the City with various public benefits, applicant has duly filed an application for a Development Agreement in accordance with the State of California’s Development Agreement Statute (California Government Code Sections 65864 – 65869.5).

WHEREAS, the Glenroy Resort Development Agreement was recommended for approval

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by the Coachella Planning Commission on September 20, 2017 and the City Council approved the Glenroy Resort Development Agreement on October 11, 2017; and,

WHEREAS, Glenroy Coachella, LLC is the fee owner of the real property in question located within the City of Coachella, County of Riverside, State of California and filed a request for Development Agreement Amendment in order vest new entitlements for a retail cannabis microbusiness including Change of Zone No. 18-01 and Conditional Use Permit No. 296; and,

WHEREAS, the Coachella Planning Commission recommended approval of the Glenroy Resort Development Agreement (First Amendment) on April 18, 2018 at a duly noticed public hearing where the public was afforded an opportunity to testify, including the following recommended modified terms:

A. The first phase of the resort hotel shall be completed and open for business within 90 days of January 1, 2019;

B. The perimeter landscaping and fencing improvements for the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 296;

C. The improvements required under Condition #5 of CUP 296 for additional glazing on the façade of the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 296; and

WHEREAS, the Coachella City Council held a duly noticed public hearing on April 25, 2018 to consider the Glenroy Resort Development Agreement (First Amendment) and the public was afforded an opportunity to testify; and,

WHEREAS, the Planning Commission held a duly noticed public hearing on February 6, 2019 to consider the Second Amendment to the Glenroy Resort Development Agreement and the public was afforded an opportunity to testify; and,

WHEREAS, the City Council held a duly noticed public hearing on February 27, 2019 to consider the Second Amendment to the Glenroy Resort Development Agreement and the public was afforded an opportunity to testify; and,

WHEREAS, in compliance with the requirements of the California Environmental Quality Act (“CEQA”), the City Council approved Resolution No. 2017-63 adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the Glenroy Resort project on October 11, 2017; and,

WHEREAS, the City Council makes the following findings:

A. The Second Amendment to the Glenroy Resort Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the general plan;

ITEM 12.c.

B. The Second Amendment to the Glenroy Resort Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located;

C. The Second Amendment to the Glenroy Resort Development Agreement is in conformity with the public necessity, public convenience, general welfare and good land use practices;

D. The Second Amendment to the Glenroy Resort Development Agreement will not be detrimental to the health, safety and general welfare;

E. The Second Amendment to the Glenroy Resort Development Agreement will not adversely affect the orderly development of property or the preservation of property values;

F. The Second Amendment to the Glenroy Resort Development Agreement will have a positive fiscal impact on the city

NOW, THEREFORE BE IT RESOLVED, that the City Council, in light of the whole record before it, including but not limited to the recommendation of the Development Services Director as provided in the Staff Report dated February 27, 2019 and documents incorporated therein by reference and any other written and oral evidence within the record or provided at the public hearing of this matter, hereby ordains and approves the Second Amendment to the Glenroy Resort Development, attached hereto as Exhibit "A".

PASSED, APPROVED and ADOPTED this 13th day of March 2019.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

ITEM 12.c.

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1136 was duly and regularly introduced at a meeting of the City Council on the 27th day of February 2019, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 13th day of March 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

ITEM 12.d.



STAFF REPORT 3/13/2019

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution No. 2019-08 Initiating the Preparation of the Engineer's Report and declaring Intention to Levy and Collect Assessments for Fiscal Year 2019/2020 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38.

STAFF RECOMMENDATION:

Approve the Resolution No. 2019-08 Initiating the Preparation of the Engineer's Report and declaring Intention to Levy and Collect Assessments for Fiscal Year 2019/2020 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38.

BACKGROUND:

The Resolution Initiating Preparation of an Engineer's Report and Declaring Intention to Levy and Collect Assessments are required on an annual basis per Section 22624 of the Streets and Highway Code. It is the first step to assess the Annual Levy for the Landscape Districts Maintenance charges for Fiscal Year 2019/2020.

The Engineer's Report for the proposed Assessment Districts will be submitted to the City Council for approval tentatively on April 24, 2019 and a public hearing will be tentatively scheduled on June 26, 2019 prior to confirmation of the proposed assessments.

FISCAL IMPACT:

Approval of the assessments would have no adverse impact to the General Fund. The proposed assessments are essential to pay for the required maintenance and improvements of common areas within each District. The revenues and expenditures are accounted for within separate 160 fund accounts within each District.

RESOLUTION NO. 2019-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, INITIATING THE PREPARATION OF THE ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019-2020 IN THE CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 THROUGH 38

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

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

WHEREAS, Section 22622 of the Streets and Highways Code of the State of California requires that an Engineer's Report be prepared and filed annually, outlining the special assessments to be levied against the properties within the District; and

WHEREAS, the public interest and convenience require the installation, construction, maintenance, servicing and operation of lighting and landscaping and appurtenant facilities within the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 38; and

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

Section 1. That the City Engineer is hereby directed to prepare and file such report with the City Clerk for Fiscal Year 2019/2020.

Section 2. That this City Council hereby declares its intention to levy and collect special assessments within the boundaries of the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 38 (the "Districts") for Fiscal Year 2019/2020 pursuant to the Landscape and Lighting Act of 1972 to pay the costs of the improvements and maintenance described in Sections 3 and 4, below, that are within budget. The proposed assessments will not increase above the maximum levy allowed by Proposition 218.

Section 3. That the existing improvements for each of the Districts may be generally described as follows:

ITEM 12.d.

(a) The installation or planting of landscaping within roadway right-of-way, public utility easements, parks, parkways, and medians.

(b) The installation of construction of statuary, fountains, and other ornamental structures and facilities.

(c) The installation or construction of public lighting facilities, including, but not limited to, traffic signals.

(d) The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

(e) The installation of park or recreational improvement, including but not limited to the following:

a. Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.

b. Lights, playground equipment, play courts, and public restrooms.

(f) The maintenance or servicing or both, of any of the foregoing.

(g) The acquisition of land for park, recreational or open space purposes.

(h) The acquisition of any existing improvement otherwise authorized pursuant to this section.

Section 4. That the maintenance and servicing proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of the foregoing improvements, that are within budget including:

(a) Repair, removal, or replacement of all or any part of any improvements.

(b) Providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury.

(c) The removal of trimming, rubbish, debris, and others solid waste.

(d) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

(e) Deterring vandalism by means of security

Section 5. The assessments shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected.

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Section 6. That this City Council does hereby designate Jonathan Hoy, City Engineer, to administer the contracts for the proposed assessment districts.

Section 7. The general location of the Districts may be described as follows:

District Number	Tract Numbers
District No. 1	14664-1 14664-2 14664 17892
District No. 2	14472 15976
District No. 3	14675 18317 28074
District No. 4	18632-1 18632-2 18632
District No. 5	Dissolved
District No. 6	23911-1 23911-2 23911
District No. 7	26467-1 26467-2 26467-3 26467 26639-1 26639
District No. 8	24299-1 24299
District No. 9	23408-1 23408-2 23408
District No. 10	26592
District No. 11	22110-1 22110-2
District No. 12	28374-1 28374-2 28374-3 28375
District No. 13	28443-1 28443-2 28443
District No. 14	29071-1 29071-2 29071-3

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	29071-4 29071
District No. 15	30020
District No. 16	30582 30684-1 30684-2 30684-3 30684
District No. 17	30498-1
District No. 18	30728
District No. 19	30354-1 30354
District No. 20	30621-1 30621
District No. 21	22110
District No. 22	30889
District No. 23	30871
District No. 24	30910-1 30910-2 30910
District No. 25	31376
District No. 26	Dissolved
District No. 27	30831
District No. 28	30830
District No. 29	31664-1 31664-2 31664-3 31664
District No. 30	31508
District No. 31	31533-1 31533-2 31533
District No. 32	31551-1 31551
District No. 33	32264
District No. 34	31158
District No. 35	30978
District No. 36	31698
District No. 37	31550
District No. 38	31714

ITEM 12.d.

PASSED, APPROVED and ADOPTED this 13th day of March 2019.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

ITEM 12.d.

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

I HEREBY CERTIFY that the foregoing Resolution No. 2019-08 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of March, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

TENTATIVE SCHEDULE

Landscaping and Lighting Maintenance District No. 1 Through 38

Item	Council Meeting Date
Resolution 2019-08 Initiating Preparation of Engineer's Report and Declaring Intention to Levy and Collect Assessments for Fiscal Year 2019/2020	March 13, 2019
Resolution 2019-09 Preliminary Approval of Engineer's Report and Setting a time and Place for Public Hearing to Levy and Collect Assessments for Fiscal Year 2019/2020	April 24, 2019
Resolution 2019-10 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for Fiscal Year 2019/2020	June 26, 2019

ITEM 12.e.



STAFF REPORT 3/13/2019

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez; Public Works Director

SUBJECT: Approve execution of Agreement between the City of Coachella and Sunline Transit Agency concerning advertising installation and maintenance related to bus shelters.

STAFF RECOMMENDATION:

Approve execution of Agreement between the City of Coachella and Sunline Transit Agency concerning advertising installation and maintenance related to bus shelters.

EXECUTIVE SUMMARY:

In November 2017, the City entered into an Agreement with Sunline Transit Agency regarding City advertisements on bus shelter panels within the City of Coachella. The Agreement (2017-2018) allowed the City to advertise city services/events on available bus shelter panels and identifies Sunline will clean and maintain all bus shelter locations. The only costs borne by the City for these advertisements were the printing costs for the ads the City requested installed.

There are a total of 28 bus shelters in the City of Coachella and 20 have advertisement panels available. All bus shelter panels are available to the City for advertisement, unless a panel is occupied by a revenue generating advertisement. The term of the 2017 Agreement was one year. Attached is similar Agreement that will continue to provide the City the ability to advertise on Sunline Transit Agency bus shelter panels within its city limits for a term of five years.

FISCAL IMPACT:

The recommended action will not have a financial impact.

Attachment:

Agreement between the City of Coachella and Sunline Transit Agency

AGREEMENT BETWEEN CITY OF CITY OF COACHELLA AND SUNLINE TRANSIT AGENCY CONCERNING ADVERTISING INSTALLATION AND MAINTENANCE RELATED TO BUS SHELTERS

This Agreement is made and entered into this _____ day of _____, 2019, by and between SunLine Transit Agency (“SunLine”), a California joint powers authority and the City of Coachella (“City”), a California municipal corporation.

SunLine is a government entity composed of and represented by the County of Riverside and the cities of Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, and Coachella. The Board of Directors of SunLine is composed of one elected official from each of its member entities.

SunLine is the public transit provider for the City which enables both its citizens and visitors to enjoy a safe, reliable, nonpolluting mode of public transportation. SunLine’s installation and maintenance of bus shelters in the City provides great benefit to citizens and visitors alike by providing clean sheltered places for travelers to wait for public transportation services. The placement of shelters within the City also provides an amenity of great benefit to the elderly and to senior citizens within the City.

SunLine owns certain advertising bus shelters within the City and wishes to provide for continued advertising in such shelters.

Revenue from advertising enables SunLine to install new additional shelters as a transit amenity at no cost to the public. Advertising revenue also pays for maintenance of shelters and for additional transit services at no cost to the public.

SunLine and City are now desirous of entering into an agreement with regard to the placement of present and future shelters and to provide for continued advertising in such shelters.

NOW, THEREFORE, the parties hereto agree as follows:

I.

GENERAL TERMS

1.01 City hereby grants SunLine the exclusive right to place advertising associated with bus shelters placed by SunLine within the public right of way within the City’s jurisdiction. In exercising the exclusive right granted it under this Agreement, SunLine shall ensure that the following standards and requirements are met:

(a) Shelter designs meet and comply with all applicable SunLine design requirements and City building codes, zoning ordinances, vehicular code ordinances and regulations, and all other applicable City resolutions, ordinances and codes;

(b) All City design criteria and approvals have been obtained; and,

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(c) Adequate easements, encroachment permits, licenses, and/or rights-of-way have been obtained.

1.02 The City shall waive all permit and/or license fees imposed by or on behalf of the City that may pertain to SunLine's installation and operation of the bus shelters within its jurisdiction.

1.03 In consideration for the grant of the exclusive rights referred to in paragraph 1.01 above, SunLine shall continue to clean and maintain all bus shelters as well as the area within a 25-foot radius of each shelter including emptying trash and separating recyclable items from collected trash. In addition, SunLine will remove or cause the removal of all graffiti appearing on any shelter within the City in an expeditious manner.

1.04 In the event that the City has any problems or questions related to advertising placed on the bus shelters within its jurisdiction, it shall contact SunLine. In any such case, SunLine shall endeavor to secure a prompt resolution of any issue within its legal power to resolve. City acknowledges and recognizes that certain limits may arise in connection with SunLine's ability to regulate the content of advertising, particularly those limits arising under the First Amendment to the United States Constitution and the California Constitution. Within such limits, SunLine will endeavor to correct or address any problem that the City might have with advertising placed in bus shelters within its jurisdiction in an expeditious manner.

1.05 Sunline will place and install City provided advertisements for City sponsored events, programs and City sponsored agencies on available bus shelter advertising space not occupied by a revenue generating advertisement within that City's city limits.

(a) Any advertising produced and provided by the City shall comply with Sunline's Advertising Policy attached in Exhibit "A" – Sunline Advertising Policy.

(b) Sunline reserves the right to relocate any City sponsored advertisement to another location if a revenue generating advertisement has requested the same location as the City advertisement.

II.

COMPENSATION

2.01 In lieu of payment for revenue generating advertisements, Sunline will place and install City provided advertisements for City sponsored events, programs and City sponsored agencies on available bus shelter advertising space not occupied by a revenue generating advertisement within that City's city limits.

III.

DURATION

3.01 The term of this Agreement shall be for a period of five (5) year commencing on the date first ascribed above.

3.02 Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event this Agreement is terminated, the City may require SunLine to remove any or all paid advertisements from SunLine bus shelters within the City after the expiration or termination of any contracts between SunLine and third parties for such advertisements. All SunLine bus shelters that were installed with appropriate City permits and approvals shall be allowed to remain in place despite the termination of this Agreement.

IV.

INSURANCE

4.01 SunLine shall ensure the full repair or replacement of all shelters in the City as well as required appurtenances thereto during the entire term of this Agreement and any extensions thereof.

V.

SPECIAL PROVISIONS

5.01 It is SunLine's intent to illuminate all shelters during hours of darkness whenever possible and SunLine agrees to utilize its best efforts to accomplish illumination. However, the City acknowledges that illumination is not always feasible and agrees that SunLine is excused from providing illumination in such cases. SunLine and the City shall jointly approve the placement of any vending machines in any shelter in the City. No vending machine will be placed without the approval of both City and SunLine.

5.02 SunLine shall, upon at least 30 days' written notice, provide for the relocation or removal of any shelter at any time the City requires use of the right of way upon which any shelter is situated, whether for street or sidewalk realignment, street, highway, or utility line repairs, or for any other lawful purpose, and whether such removal or relocation is temporary or permanent. Upon a determination by the City that urgency dictates removal in a shorter period of time, SunLine shall act within ten (10) days to cause removal of the shelter if reasonably feasible.

5.03 City shall ensure that the cost of removal or relocation of shelters within the right of way is included in the budget of projects where such removal or relocation is required. In any case where the cost is included, SunLine shall be reimbursed for relocation or removal costs referenced in paragraph 5.02. In any case where the cost has not been budgeted, SunLine and the City shall negotiate and endeavor to agree upon an arrangement to share in the cost of removal or replacement of any shelter as provided under paragraph 5.02.

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5.04 The City reserves the right to require conformity with design review standards, including site plan review showing actual physical locations with setbacks, sidewalk space remaining, adequate distances from corners and from driveways. All such features must be satisfactory to the City and to SunLine and shall be in compliance with the Americans with Disabilities Act (“ADA”) and with Federal Transit Administration (“FTA”) requirements. SunLine shall provide an adequate cement pad under shelters. Within the limits imposed by the FTA and the ADA, the City shall have the right to approve or deny approval to any particular design as to its specific site plan and location, including the right to specify a particular design for a specific location.

5.05 The parties acknowledge and agree that ADA and FTA requirements as to the configuration and approach to newly installed bus shelters may be extremely costly, depending upon the existing condition of the planned location and the adjoining or existing access features. In the event that the City requests placement of a bus shelter in an area that requires substantial expenditures in order to comply with the ADA and with FTA requirements, the City will be requested by SunLine to bear all or a major portion of the costs of installation. The parties shall cooperate in placement of shelters and in the negotiation of costs required to accommodate ADA and with FTA requirements.

VI.

MISCELLANEOUS PROVISIONS

6.01 Attorneys’ Fees

In any dispute between the parties resulting in litigation, the prevailing party shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorneys’ fees. “Prevailing party” shall include, without limitation, a party which dismisses an action for recovery in exchange for sums allegedly due, or in exchange for performance for covenants allegedly breached, or in exchange for considerations substantially equal to the relief sought in the action, or which receives, in connection with any dispute, performance from the other party substantially equivalent to any of these.

6.02 Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights granted and the obligations assumed herein. Any oral representations or modifications concerning this instrument shall have no force or effect unless contained in a subsequent written modification signed by the parties.

6.03 Indemnity

SunLine shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, agents, and representatives, against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney fees, expert witness fees, costs, and expenses) incurred by the City, known or unknown, contingent or otherwise, directly or indirectly arising from or

related to any suit, action or claim that may arise from SunLine's performance under this Agreement.

The City shall indemnify, defend, and hold harmless SunLine, and its board of directors, officers, employees, agents, and representatives, against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney fees, expert witness fees, costs, and expenses) incurred by SunLine, known or unknown, contingent or otherwise, directly or indirectly arising from or related to any suit, action or claim that may arise from City's performance under this Agreement.

6.04 Counterparts

This Agreement may be executed in counterparts, which shall be treated as originals in all respects.

6.05 This Agreement is entered into at Riverside County, California.

6.06 This Agreement shall not be construed in any way to create a partnership or joint venture in any respect between SunLine and the City, or between City and any contractor of SunLine or any of SunLine's remaining member entities. SunLine is acting purely as an independent contractor and not as an officer, agent, partner, joint venture and/or employee of City.

6.07 Notices

Any notices given under this Agreement shall be in writing and shall be served either personally or delivered by U.S. Mail, postage prepaid, registered or certified mail, return receipt requested. Notices shall be deemed received at the earlier of actual receipt or three days following deposit in U.S. Mail, postage prepaid. Unless otherwise specified, time limits based upon notice shall be computed from the date of mailing. Notices shall be directed to the following addresses:

Lauren Skiver
CEO/General Manager
SunLine Transit Agency
32-505 Harry Oliver Trail
Thousand Palms, CA 92276

William B. Pattison Jr.
City Manager
City of Coachella
1515 Sixth Street
Coachella, CA 92236

Either party may change its address for notice purposes by giving notice to the other, provided that the address change will not be effective until 10 days after notice of the change.

6.08 Non-Assignment

Neither SunLine nor City shall assign or otherwise transfer their rights and obligations under this Agreement without prior written consent of the other. Any such assignment without consent shall be void.

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6.09 Headings

The title and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or alter the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first written above.

SUNLINE TRANSIT AGENCY

DATED: _____

By: _____
Lauren Skiver
CEO/General Manager

CITY OF COACHELLA

DATED: _____

By: _____
City Manager

ATTEST:

By: _____
City Clerk

EXHIBIT A
SUNLINE ADVERTISING POLICY

ITEM 12.e.

**SunLine Transit Agency
Advertising Policy
Policy No: B-020598**

**Adopted: 01/28/98
Revised: 04/25/18**

ADVERTISING POLICY

PURPOSE

SunLine Transit Agency (STA), acting in a proprietary capacity, operates public bus service in the Coachella Valley. STA's desire to sell advertisement space stems from the recognized need to earn revenues to supplement operating costs that are not otherwise met through farebox revenue and local, state and federal levies, taxes and grants.

SCOPE

This policy applies to all SunLine Transit Agency employees or contractors.

POLICY

It is STA's policy that its buses, bus shelters and any and all other forums for advertising under this policy are not public forums for political discourse or expressive activity.

These areas are not intended to provide a forum for all types of advertisements, but only the limited advertisements accepted under the policy. All advertising shall be subject to this uniform view point neutral policy.

Excluded advertising: Copy may not be displayed and, if displayed, will be removed by STA if it falls within the categories listed below.

In excluding said advertising, STA seeks to maintain a professional advertising environment that will maximize advertising revenue and minimize interference with or disruption to its transit system.

It further seeks to maintain an image of neutrality on political, religious and other issues that are not the subject of commercial advertising and may instead be the subject of public debate and concern. Finally, STA's goal is to continue to build and retain ridership.

Subject thereto, a proposed advertisement will be excluded if Sunline, in its sole discretion, determines it:

1. Contains defamatory , libelous or obscene matter.
2. Is false, misleading or deceptive.

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3. Supports or opposes any labor organization or any action by, on behalf of or against any labor organization.
4. Relates to or promotes any illegal activity.
5. Contains implicit or explicit sexual references, pictures or text, or includes material harmful to minors.
6. Depicts or promotes the sale of alcohol, cannabis, tobacco products, any illegal products, service or entity and/or firearms.
7. Depicts or advocates violence.
8. Includes language that is obscene, vulgar or profane.
9. Demeans, degrades or has the effect of promoting discrimination against any group or individual on the basis of race, color, religion, national origin, age, sex, disability, ancestry or sexual orientation.
10. Opposes the nomination or election of a candidate for public office, the investigation, prosecution or recall of a public official or the passage of a levy or bond issue. Constitutes an unauthorized endorsement defined as advertising that implies or declares that STA endorses a product, service, viewpoint, event or program. This definition does not include advertising for a service, event or program for which STA is an official sponsor, co-sponsor or participant.
11. Constitutes a religious advertisement defined as advertising that contains direct or indirect reference to religion, a deity or which includes reference to the existence, non- existence or other characteristics of a deity or any religious creed, denomination, belief, tenet, cause or issue relating to, opposing or questioning any religion. This includes, text, symbols, images commonly associated with any religion or deity or any religious creed, denomination, belief, tenet, cause or issue relating to, opposing or questioning any religion.
12. Advertising that encourages person to refrain from using SunLine Transit Agency services or public transit in general.
13. Advertising that explicitly and directly promotes or encourages the use or means of transportation in direct competition with public transit.

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PERMITTED ADVERTISING

In permitting limited advertising, STA seeks only to supplement fare revenue and other income that funds its operations and to promote its services.

STA does not desire to have its passengers subject to advertisements containing controversial material relating to political, religious or other issues about which public opinion can be widely divergent.

To realize the maximum benefit from the sale of space, all advertising programs must be managed in a manner that will generate as much revenue as practicable while ensuring that the advertising does not discourage use of the system, does not diminish STA's reputation in the communities it serves and is consistent with the goal of providing safe and efficient public transportation.

1. Commercial advertising has a sole purpose of promoting a business or to sell products, goods or services. It does not include advertising that both promotes a business or offers to sell products, goods or services and also conveys a political or religious message or can be construed as issue advocacy or which expresses an opinion or position.
2. Operations advertising is permitted. This is defined as advertising that promotes STA and its services.
3. Governmental advertising is permitted. This is defined as advertising that promotes programs and events of governmental entities, political subdivisions and state agencies.
4. Political advertising is permitted. Ad content must be approved and must state "Paid Advertisement" as part of the creative artwork. The font must be an appropriate size.
5. Entering into barter deals is permitted if Sunline determines that it is a benefit to Sunline Transit Agency.
6. Customers requesting advertisement orders will need to provide payment upfront – before each advertising period (flight) begins.

ADMINISTRATION AND ENFORCEMENT OF POLICY

Review by the General Manager.

The CEO/General Manager or designee shall review all advertisement content and determine whether it complies with this policy.

If the CEO/General Manager or designee determines that the advertisement does not comply, written notification of same shall be provided to the advertiser with a copy of this policy.

On an as needed basis, the CEO/General Manager may refer any controversial proposed ad content to the Board for approval or rejection with a majority vote.

The Board of Directors may override any decision by the CEO/General Manager on ad content with a majority vote.

Sunline Transit Agency shall submit bus shelter ad content to the corresponding city, delegated to the City Manager, for approval. The cities have five business days to respond. Sunline Transit Agency will have ad content approval discretion, if the corresponding city fails to respond within the five day period.

The Board designates the General Manager to administer the Advertising Policy. This delegation is with the power of re-delegation to appropriate staff.

ITEM 12.f.



STAFF REPORT
3/13/2019

TO: Honorable Mayor and City Council Members
FROM: William B Pattison, City Manager
SUBJECT: Investment Report - December 2018

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for December 2018.

DISCUSSION/ANALYSIS:

On April 11, 2018, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current "Statement of Investment Policy".

Pursuant to Section 16 of that policy, the City Treasurer shall provide to the City Council a monthly investment report which provides a clear picture of the status of the current investment portfolio. This report shall include, at a minimum, the following information for each type of investment held in the City's investment portfolio: the issuer; amount of investment; current market value; yield on investment; income generated from investments; dollar amount invested on all securities, investments and moneys held by the local agency; and shall additionally include a description of any of the local agency's funds, investments, or programs; and a description of unusual investment activity or developments during the month for which the report is prepared. This information shall be provided for all City and component unit pooled investments, as well as for bond accounts, which are managed by outside Fiscal Agents.

The interest rates presented are the most current rates available as of the date of these reports. The market values presented for pooled City investments are based on closing prices for the related investments as of the date of these reports. This information was obtained from the Wall Street Journal or other reliable sources of market prices.

The Market values presented for investments managed by contracted parties are based on amounts reported by the Fiscal Agent on the most recent bank statement to be market value as of the date of said bank statement. The purchase date and type of investment is not included for funds held by the fiscal agent.

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Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the period ending December 31, 2018. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

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

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 11/30/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 12/31/2018	
CASH ON HAND								
Wells Fargo-General Checking	N/A	4,577,441.97	(19,886.24)	-	-	-	4,557,555.73	①
Wells Fargo-Road Maintenance SB1	N/A	420,786.62	27,473.15	-	-	-	448,259.77	②
Rabobank-Payroll Account	0.0%	7,057.07	84.99	1.47	-	-	7,143.53	③
Rabobank-AG Summit Account	0.0%	13,562.96	-	-	-	-	13,562.96	④
Rabobank-Special Gas Tax Account	0.0%	1,740,075.67	(1,255,723.29)	-	-	-	484,352.38	⑤
Petty Cash	N/A	3,075.00	-	-	-	-	3,075.00	
Total Cash on Hand		6,761,999.29	(1,248,051.39)	1.47	-	-	5,513,949.37	
CASH WITH FISCAL AGENT								
Union Bank of California	varies	2,068,643.10	(960,712.48)	3,324.31	(173,353.13)	-	937,901.80	⑥
Wells Fargo Bank, N.A.	4.6%	592,652.84	-	10,672.62	(132,154.38)	-	471,171.08	⑥
County of Riverside	N/A	159,384.63	-	-	-	-	159,384.63	⑦
Total Cash with Fiscal Agent		2,820,680.57	(960,712.48)	13,996.93	(305,507.51)	-	1,568,457.51	
INVESTMENTS								
State of California - LAIF	0.2%	4,584,933.88	-	-	-	-	4,584,933.88	⑧
Investment Management Acct	3.3%	18,598,208.77	-	162,623.79	-	-	18,760,832.56	⑨
Saving Account - Wells Fargo Bank		5,080.09	-	-	-	-	5,080.09	⑩
Total Investments		23,188,222.74	-	162,623.79	-	-	23,350,846.53	
Grand Total		32,770,902.60	(2,208,763.87)	176,622.19	(305,507.51)	-	30,433,253.41	⑫

Reviewed by: _____

Date: _____

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

ITEM 12.F.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 11/30/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 12/31/2018
INVESTMENTS							
<u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)</u>							
REDEVELOPMENT AGENCY(#004)	0.3%	2,388.92	-	-	-	-	2,388.92 ⑧
CITY GENERAL ACCOUNT(#171)	0.3%	2,767,751.56	-	-	-	-	2,767,751.56 ⑧
COACHELLA SANITARY DISTRICT	0.3%	1,814,673.98	-	-	-	-	1,814,673.98 ⑧
REDEVELOPMENT BONDS	0.3%	119.42	-	-	-	-	119.42 ⑧
TOTAL LAIF ACCOUNTS		4,584,933.88	-	-	-	-	4,584,933.88
<u>INVESTMENT MANAGEMENT ACC</u>							
MORGAN STANLEY	3.5%	-	-	-	-	-	-
PFM Funds	3.5%	18,598,208.77	-	162,623.79	-	-	18,760,832.56 ⑨
TOTAL INVESTMENT MANAGEMENT ACCT		18,598,208.77	-	162,623.79	-	-	18,760,832.56
<u>SAVINGS & MONEY MARKET ACCOUNTS</u>							
POLICE EVIDENCE ACCT - B of A #04!	0.1%	5,080.09	-	-	-	-	5,080.09 ⑩
TOTAL SAVINGS ACCOUNT		5,080.09	-	-	-	-	5,080.09
TOTAL INVESTMENTS		23,188,222.74	-	162,623.79	-	-	23,350,846.53

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

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 11/30/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 12/31/2018
UNION BANK OF CALIFORNIA (Cost Basis reported)							
COACHELLA WATER AUTHORITY							
CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES							
A/C #: 6712016201 Bond Fund	0.0%	148.03	-	0.30	-	-	148.33
A/C #: 6712016202 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6712016203 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6712016204 Reserve Fund	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712016206 Escrow Fund 2003	0.0%	-	-	-	-	-	-
COACHELLA FINANCING AUTHORITY							
COACHELLA SANITARY DISTRICT: WASTEWATER REV 2005-A COPS							
A/C #: 6711755701 Bond Fund	0.0%	0.00	-	-	-	-	0.00
A/C #: 6711755702 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6711755703 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6711755704 Reserve Account	2.5%	(0.00)	-	-	-	-	(0.00)
RDA PA #4 2004 B SERIES: TAX ALLOCATION BONDS							
A/C #: 6711745801 Revenue Fund	0.0%	-	-	-	-	-	-
A/C #: 6711745802 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6711745803 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6711745804 Reserve Fund	2.5%	-	-	-	-	-	-
Successor Agency to the Coachella Redevelopments Agency 2014 Series							
A/C #: 6712104701	0.0%	297.46	-	0.60	-	-	298.06
A/C #: 6712104702	0.0%	-	-	-	-	-	-
A/C #: 6712104703	0.0%	-	-	-	-	-	-
A/C #: 6712104704	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712104705	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712104706	0.0%	0.00	-	-	-	-	0.00
A/C #: 6712104707 Escrow Funds	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712104708 Escrow Funds	0.0%	-	-	-	-	-	-

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

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DESCRIPTION	CURRENT YIELD	BALANCE AS OF 11/30/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 12/31/2018
COACHELLA SANITARY DISTRICT							
WASTEWATER SERIES 2015A							
A/C #: 6712148600	0.0%	-	-	-	-	-	-
A/C #: 6712148601	0.0%	28.74	-	-	-	-	28.74
A/C #: 6712148602	0.0%	0.00	-	-	-	-	0.00
A/C #: 6712148603	0.0%	-	-	-	-	-	-
A/C #: 6712148604	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712148605	0.0%	-	-	-	-	-	-
A/C #: 6712148606	0.0%	-	-	-	-	-	-
A/C #: 6712148607	0.0%	-	-	-	-	-	-
A/C #: 6712148608	0.0%	-	-	-	-	-	-
COACHELLA SANITARY DISTRICT: PROJECT FUND 2011							
A/C #: 6711963500 Project Fund 2011	0.0%	24,575.44	-	42.34	-	-	24,617.78
COACHELLA REDEVELOPMENT AGENCY							
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013							
A/C #: 6712071401 Interest Account	0.0%	185.74	-	0.30	-	-	186.04
A/C #: 6712071402 Interest Acc	0.0%	-	-	-	-	-	-
A/C #: 6712071403 Principal Acc	0.0%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.0%	1.00	-	-	-	-	1.00
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B							
A/C #: 6712160601	0.0%	517.14	-	0.90	-	-	518.04
A/C #: 6712160602	0.0%	-	-	-	-	-	-
A/C #: 6712160604	0.0%	-	-	-	-	-	-
A/C #: 6712160604	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712160605	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712160606	0.0%	-	-	-	-	-	-
A/C #: 6712160607	0.0%	-	-	-	-	-	-
A/C #: 6712160608	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712160609	0.0%	(0.00)	-	-	-	-	(0.00)
COACHELLA LEASE BONDS							

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

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 11/30/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 12/31/2018	
A/C #: 6712179800 Special Fund	0.0%	-	-	-	-	-	-	
A/C #: 6712179801 Interest Account	0.0%	173,354.44	(173,353.13)	9.23	-	-	10.54	
A/C #: 6712179802 Interest Account	0.0%	-	173,353.13	-	(173,353.13)	-	-	
A/C #: 6712179803 Principal Account	0.0%	-	-	-	-	-	-	
A/C #: 6712179804 Reserve Account	3.4%	1.00	-	-	-	-	1.00	
A/C #: 6712179805 Project Fund	0.0%	1,869,530.11	(960,712.48)	3,270.64	-	-	912,088.27	
A/C #: 6712179806 Project Fund	0.0%	(0.00)	-	-	-	-	(0.00)	
A/C #: 6712179807 Project Fund	0.0%	-	-	-	-	-	-	
TOTAL UNION BANK OF CALIFORNIA		2,068,643.10	(960,712.48)	3,324.31	(173,353.13)	-	937,901.80	⑤
WELLS FARGO BANK, N.A.								
GAS TAX BONDS SERIES 2008-A								
A/C #: 22863900 Revenue Fund	0.0%	29.73	10,498.30	20.41	-	-	10,548.44	
A/C #: 22863902 Interest Account	0.0%	132,253.44	-	145.25	(132,154.38)	-	244.31	
A/C #: 22863903 Interest Account	0.0%	258.61	-	0.37	-	-	258.98	
A/C #: 22863904 Reserve Fund	4.6%	451,242.01	(10,498.30)	10,493.79	-	-	451,237.50	
A/C #: 22863906 Administration Fund	0.0%	8,869.05	-	12.80	-	-	8,881.85	
A/C #: 22863909 Acquisition Fund	0.0%	-	-	-	-	-	-	
TOTAL WELLS FARGO BANK		592,652.84	-	10,672.62	(132,154.38)	-	471,171.08	⑤
COUNTY OF RIVERSIDE								
COUNTY OF RIVERSIDE - FIRE		159,377.43	-	-	-	-	159,377.43	⑦
COUNTY OF RIVERSIDE - SANITARY		7.20	-	-	-	-	7.20	⑦
		5,080.09	-	-	-	-	5,080.09	
TOTAL COUNTY OF RIVERSIDE		164,464.72	-	-	-	-	164,464.72	⑦
GRAND TOTAL FISCAL AGENT CASH		2,825,760.66	(960,712.48)	13,996.93	(305,507.51)	-	1,573,537.60	⑪

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ITEM 12.F.

ITEM 12.g.



STAFF REPORT
3/13/2019

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez - Grants Manager

SUBJECT: Authorize a Small Business Assistance Grant in the Amount of \$2,500 to Anthony Rojas to Help Defray Small Business Startup Costs

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize a Small Business Assistance Grant in the amount of \$2,500 to Anthony Rojas, owner of Taquiza El Rey, to help defray small business startup costs.

BACKGROUND:

The purpose of the City of Coachella Small Business Assistance Program is to expand economic opportunities for small businesses by supporting micro businesses located in the jurisdictional limits of the City of Coachella. A micro business for the purpose of this program has five (5) or fewer full-time equivalent (FTE) non-seasonal employees (including the firm's owner(s)). It is expected that the Small Business Assistance Program will consider making cash grants up to \$2,500 which will be further leveraged by the recipients' own savings with the purpose of creating, growing, and retaining small businesses in the city of Coachella. Grant funds will help cover business startup costs such as permits, registration, equipment, and other startup fees. Grant recipients are selected and recommended for award by the Economic Development Committee and formally awarded by the City Council.

DISCUSSION/ANALYSIS:

The City of Coachella established a partnership with the Riverside County Economic Development Agency and with America's Small Business Development Center California (SBDC) to help prospective small business owners who are interested in making direct sales of certain low-risk food products known as *Cottage Foods*, to create a business plan appropriate for achieving funding, growth objectives or startup goals. Direct sales of food products that are prepared and packaged in private home kitchens may take place at bake sales, certified farmers' markets, and even temporary events. Graduates of the program will be selling and showcasing their food products at City of Coachella events and at other events held throughout the Coachella Valley.

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The SBDC has been working with clients regardless of their stage in business and has been offering guidance through a series of 6-week long workshops that provide an overview of the business plan process to help them determine their business goals, research and communicate their ideas, review financial data and create engaging marketing plans. Additionally, the SBDC has been offering business formation advice, permits and license guidance, research, marketing and other essential business planning tools. Last year, the City’s small business program, “Cocineros” had 25 program participants enrolled and Mr. Rojas was a graduate.

Table 1 – Small Business Assistance Program Applicant

<u>Applicant</u>	<u>Business Description</u>	<u>Grant Award Amount</u>
Anthony Rojas	Tacos	\$2,500.00

Figure 1 – Sample Equipment: Food Vendor Tent



ALTERNATIVES:

1. Authorize a Small Business Assistance Grant in the Amount of \$2,500 to Anthony Rojas to Help Defray Small Business Startup Costs
2. Do Not Authorize a Small Business Assistance Grant in the Amount of \$2,500 to Anthony Rojas to Help Defray Small Business Startup Costs

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FISCAL IMPACT:

Grant funds will assist a Coachella-based small business with the following: 1) grant money to assist with the cost of complying with federal, state, and local laws relating to obligations imposed on small businesses such as business startup costs that include permits, licensing, registration, equipment, and other fees; and 2) one-on-one business advising and special events. Funding for the program’s grants will be funded by the General Fund.

Authorized Establishment of Small Business Assistance Grant Fund 4/25/2018.....	\$20,000.00
Previously Approved Recipients 04/25/2018	\$12,500.00
Previously Approved Recipient 06/13/2018	\$2,500.00
This Request.....	\$2,500.00
Total Amount of Utilized Funds	\$17,500.00
Remaining Balance	\$2,500.00

ATTACHMENT

Certificate of Completion



The Orange County Inland Empire Small Business Development Center (SBDC) Network presents this

Certificate of Completion

to

Anthony Rojas

for having successfully completed the Eats program "The Whole Kitchen Sink" which took place from September 17th to October 29th at the Coachella Valley Small Business Development Center located in Indio.

Michael Daniel
Regional Director
Orange County Inland Empire
Small Business Development Center
Network

Joaquin Tijerina
Director
Coachella Valley
Small Business Development Center

Greg Bell
Business Consultant
Orange County
Small Business Development Center



ITEM 12.h.



STAFF REPORT 3/13/2019

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez - Grants Manager

SUBJECT: Authorize the City of Coachella to Contribute \$3,000 to the CVAG Homeless Committee Alan Seman Bus Pass Program

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City of Coachella to contribute \$3,000 to the CVAG Homeless Committee Alan Seman Bus Pass Program.

BACKGROUND:

The CVAG Executive Committee is requesting each member agency to authorize expenditure of \$3,000 for the Alan Seman Bus Pass Program. It was approved by the Executive Committee and is now being brought forward to member agencies like the City of Coachella to authorize the expenditure/contribution. This year, the City of Coachella is being asked to consider contributing \$3,000 due to the success and increased need for this service, particularly given the state of homelessness.

DISCUSSION/ANALYSIS:

The Alan Seman Bus Pass Program continues to provide bus passes to nonprofits in the Coachella Valley. In 2017, the following nonprofit organizations that serve the homeless or near homeless benefitted from the program:

1. Coachella Valley Rescue Mission
2. Desert Hot Springs Family Resource Center
3. First Community Baptist Church
4. Harrison House
5. Jewish Family Services of the Desert
6. Mama's House
7. Martha's Village and Kitchen
8. Roy's Desert Resource Center
9. Shelter from the Storm
10. Well in the Desert

The Alan Seman Bus Pass Program has distributed 5,756 passes ranging from 10 day adult/youth/senior passes to day adult/youth/senior passes. The top uses of the bus passes were

ITEM 12.h.

medical care, social services and work. As a result, 144 clients obtained housing, 289 clients obtained employment, and 76 clients obtained transportation.

ALTERNATIVES:

1. Authorize the City of Coachella to Contribute \$3,000 to the CVAG Homeless Committee Alan Seman Bus Pass Program
2. Authorize the City of Coachella to Contribute \$3,000 to the CVAG Homeless Committee Alan Seman Bus Pass Program

FISCAL IMPACT:

If the recommendation to support this program is approved, the General Fund Reserves will be reduced by \$3,000 in FY 2018-19.

ATTACHMENTS:

1. Bus Pass Contributions 2017
2. Usage Data Report 2017

Coachella Valley Association of Governments
Homelessness Committee
Alan Seman Homeless Bus Pass Program
Member Contributions 2017-18

Jurisdiction/Agency	Committee Member	2008-2012	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	TOTAL
Cathedral City	Mark Carnevale	\$11,000.00	\$3,000.00	-	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$26,000.00
Coachella	Betty Sanchez	\$11,000.00	-	-	\$1,000.00	-	\$3,000.00	\$3,000.00	\$18,000.00
Desert Hot Springs	Joe McKee	\$8,000.00	-	-	-	-	-	\$3,000.00	\$11,000.00
Indian Wells	Dana Reed	\$11,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$29,000.00
Indio	Elaine Holmes	\$11,000.00	\$2,800.00	\$2,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$25,800.00
La Quinta	John Pena	\$10,837.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$27,337.00
Palm Desert	Sabby Jonathan	\$14,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$32,000.00
Palm Springs	Christy Holstege	\$13,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$31,000.00
Rancho Mirage	Charles Townsend	\$13,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$31,000.00
County of Riverside	Greg Rodriguez	\$14,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	-	\$27,500.00
Agua Caliente		\$2,000.00	-	-	-	-	-	-	\$2,000.00
Desert Healthcare District		\$1,266.00	-	-	-	-	-	-	\$1,266.00
Regional Access Project		\$5,532.00	-	-	-	-	-	-	\$5,532.00
Total Contributions		\$125,635.00	\$23,800.00	\$19,500.00	\$23,000.00	\$22,000.00	\$26,500.00	\$27,000.00	

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
ALAN SEMAN HOMELESS BUS PASS PROGRAM
2017 Usage Data Reported**

January-December

AGENCY (In Alphabetical Order)	Used						Total Passes Used 5756													SUCCESSES		
	TYPE OF PASS						Top Uses:													Successes:		
	ADULT		YOUTH		SR/DIS.		1. Medical Care 1052 2. Social Services 952 3. Work 668													Housing Obtained: 144 Employment Obtained: 289 Transportation Obtained: 76		
	10	Day	10	Day	10	Day	Medical	DMV	House	Job	Mental	Social			Legal			TOTAL	Housing	Employ	Trans.	
Coachella Valley Rescue Mission	175	1165	0	0	100	190																
DHS Family Resource Center	0	300	0	0	0	0																
First Community Baptist Church	16	13	4	2	8	6																
Harrison House	181	237	0	0	0	0																
Jewish Family Services of the Desert	181	155	10	1	78	76																
Mama's House	27	58	0	0	0	0																
Martha's Village & Kitchen	0	309	0	0	0	0																
Roy's Desert Resource Center	0	270	0	0	0	0																
Shelter from the Storm	88	94	0	0	0	0																
Well in the Desert	164	1348	6	14	83	397	Care		Search	Search	Health	Services	Work	School	Court	Other						
TOTALS	832	3949	20	17	269	669	1052	312	444	664	345	952	668	229	180	471	5317	144	289	76		

ITEM 12.i.



STAFF REPORT
3/13/2019

TO: Honorable Mayor and City Council Members

FROM: Bonifacio De La Cruz, Battalion Chief

SUBJECT: Approve Fire Services upgrades between the City of Coachella and the Riverside County Fire Department to include two additional Firefighter Personnel and Fire Engine Use Agreement

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the following upgrades to its FY 2018-19 cooperative agreement for Fire Services.

The City of Coachella has received fire department “all-risk” services within the city through a Cooperative Agreement with the Riverside County Fire Department since October 2000.

DISCUSSION/ANALYSIS:

The City of Coachella would like to upgrade its existing Cooperative Agreement to include the following:

1. The City of Coachella desires to enter into a Fire Engine Use Agreement with the County of Riverside for the following city-owned fire apparatus:

Engine 279, RCO #04-814	\$25,800.00
-------------------------	-------------

2. The City desires to retain ownership and title of this fire engine and will provide proof of insurance to the County. The purpose of entering into this agreement is to realize the advantages of the fire engine replacement program when it becomes time to replace its fire engine.

The City of Coachella desires to hire one Firefighter-II and one Firefighter-II/Paramedic to its current Cooperative Agreement, which will increase its firefighting personnel strength to ten.

The City was recently awarded with a 3-year SAFER grant which will help fund these two positions, allowing Coachella Engine #79 to operate with a minimum daily staffing of four firefighting personnel. In addition to the federal (SAFER) grant, the City will contribute its share towards the Cooperative Agreement to make this a reality.

ITEM 12.i.

FISCAL IMPACT:

The current net “estimated” cost to the City of Coachella for fire services is \$3,023,352. This includes the costs for ten firefighting personnel, one Office Assistant plus associated support services, direct charges and the Cooperative Truck Agreement.

The Fire Engine Use Agreement will increase the amount of \$25,800 annually to the Cooperative Agreement.

The current annual cost (includes salary and benefits) to hire one Firefighter-II is \$175,414. The current annual cost (including salary and benefits) to hire one Firefighter-II/Paramedic is \$196,216. Using the SAFER grant of \$178,437, the City’s total share to hire these two firefighting personnel is \$193,193 for a 12-month period.

The City of Coachella pays for “actual” costs for this service, which is billed on a quarterly basis. The net “estimated” cost to the city for FY 2018/19 is \$3,023,352 as indicated on the amended Exhibit “A” document.

RECOMMENDED ALTERNATIVE(S):

With this being a vital fire service upgrade for the City, staff has no other recommendations or alternatives.

Attachment: Agreement

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF COACHELLA**

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT to Provide Fire Protection, Fire Prevention Rescue and Medical Emergency Services (this "Amendment") is made and entered into this _____ day of _____, 2019 (the "Effective Date"), by and between the County of Riverside, on behalf of the Fire Department, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and the CITY of Coachella, a duly created city (hereinafter referred to as "CITY"). COUNTY and CITY are hereinafter collectively referred to as the "Parties".

RECITALS

A. The Parties entered into that certain Cooperative Agreement to Provide Fire Protection, Fire prevention rescue and Medical Emergency Services effective as of May 22, 2018, (the "Cooperative Agreement") as more particularly described in the Cooperative Agreement, a copy of which is in the possession of the COUNTY and each CITY.

B. The PARTIES desire to amend the Cooperative Agreement in accordance with and subject to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the PARTIES agree as follows:

SECTION I: AMENDMENT. Notwithstanding anything to the contrary contained in the Cooperative Agreement, the Cooperative Agreement is amended as follows:

(a) Section III (G) is added with the following: "**SECTION III: PAYMENT FOR SERVICES (G) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.**"

(b) Except as specifically modified hereby, the Cooperative Agreement shall continue in full force and effect and is hereby ratified and confirmed as amended by this Amendment.

(c) This Amendment shall be construed, interpreted, and enforced under the laws of the State of California.

(d) All capitalized terms not defined in this Amendment shall have the same meaning ascribed to those terms in the Cooperative Agreement.

ITEM 12.i.

(e) In the event of any conflict between the terms of this Amendment and the terms of the Cooperative Agreement, the terms of this Amendment shall govern and control.

(f) This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Amendment.

(g) The Recitals are by this reference incorporated herein and made a part of this Amendment.

[SIGNATURE PROVISIONS ON NEXT PAGE]

IN WITNESS WHEREOF, the duly authorized officials of the Parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF COACHELLA

Dated: _____

By: _____
Steven Hernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____

Angela M. Zepeda, City Clerk

By: _____
Carlos Campos, City Attorney

(SEAL)

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

By: _____
GREGORY P. PRIAMOS
County Counsel

ITEM 12.i.

(SEAL)

ITEM 12.j.



STAFF REPORT
3/13/2019

TO: Honorable Mayor and City Council Members

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

SUBJECT: Notice of Completions - All American Asphalt:

- Active Transportation Program-Cycle 1, City Project No. ST-86, Federal Project ATPL-5294 (015); and
- Safe Route to Schools-Cycle 3, City Project ST-66. Federal Project SRTSL - 5294 (012).

STAFF RECOMMENDATION:

Accept the Active Transportation Program-Cycle 1, City project No. ST-86, and Safe Route to Schools-Cycle 3. Federal Projects ATPL - 5294 (015) and SRTSL -5294 (012) respectively. It is also recommended to direct the City Clerk to record the Notice of Completion attached hereto.

DISCUSSION/ANALYSIS:

On December 13, 2017, the City Council awarded a contract to All American Asphalt, City Project ST-86 and City Project ST-66. A Notice to Proceed was issued to the contractor on January 22nd, 2018. All American Asphalt completed both contracts on January 18th, 2019.

The improvements have been completed. City staff has inspected the project and has found the improvements to be in accordance with the plans, specifications, and City standards. All American Asphalt has completed its responsibilities on the projects and staff recommends that their work be accepted, and that the City Council authorize the filing of a Notice of Completion. Upon acceptance by City Council, the project will enter the manufactures warranty and contractors warranty period as prescribed by the bonds documents of the project.

FISCAL IMPACT:

The total amounts of construction are \$1,644,836 for project ST-86 and \$880,784 for project ST-66 respectively. These projects were funded with Federal Safe Routes to School, Street DIF, SB1 and Gas Tax funds.

<p>To be recorded with County Recorder within 10 days after completion and Acceptance. No recording fee.</p> <p>When Recorded, return to:</p> <p>Andrea Carranza, City Clerk City of Coachella 1515 Sixth Street Coachella, CA 92236</p>	<p>(For Recorders Use)</p>
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Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as **Active Transportation Program (ATP) ST-86** has been completed and was accepted by the undersigned awarding authority on the date hereof. Road Way Improvements are located within 21 locations in the City's right of Way "Various Public Streets".

The contractor on such work was All American Asphalt, and the surety on his bond is Fidelity and Deposit Company of Maryland.

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

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

Date: January 18th, 2019
 (Date of Completion)

City of Coachella
 (Name of Political Subdivision)

By: _____
 Steven A. Hernandez

Title: Mayor

State of California)

) ss

County of Riverside)

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

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

 Angela Zepeda, City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)

<p>To be recorded with County Recorder within 10 days after completion and Acceptance. No recording fee.</p> <p>When Recorded, return to:</p> <p>Andrea Carranza, City Clerk City of Coachella 1515 Sixth Street Coachella, CA 92236</p>	<p>(For Recorders Use)</p>
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Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as **Safe Routes to School SRTS Cycle 3 STPSL – 5294 (012) City Project ST-66** has been completed and was accepted by the undersigned awarding authority on the date hereof. Road Way Improvements are located within 9 locations in the City’s right of Way consisting but not limited to the following City Streets: 7th and Orchard, Las Palmas and Valley Rd; Tripoli Way and Valley Rd.; Bagdad Ave. & Date Ave., Tripoli Way; Bagdad Ave. & Date Ave.; Ave. 50th and Washingtonia Ave./Calle Quintera/ Van Buren St.; Ave. 50th and Frederick St., Balboa, Coronado, Kenmore, Avenida De Oro, Avenida De Plata, Avenida De Platina, Avenida Del Parque, Pavon Palma; Ave. 51 & Van Buren/Zuma Dr./Chiapas Dr; Mecca St. & Ave. 51; Ave. 51 & Suncrest; Mecca St. and Avenida Adobe. Ave. 52 & Primitivo, Ave. 52 & Frederick, / Douma / Calle Torres Orduno / Calle Empalme / Calle Techa / Calle Avila / Calle Camacho.

The contractor on such work was All American Asphalt, and the surety on his bond is Fidelity and Deposit Company of Maryland.

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

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

Date: January 18th, 2019
 (Date of Completion)

City of Coachella
 (Name of Political Subdivision)

By: _____
 Steven A. Hernandez

Title: Mayor

State of California)
) ss
 County of Riverside)

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

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

ITEM 12.k.



STAFF REPORT 3/13/2019

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez; Public Works Director

SUBJECT: Approve the operation of a Beer Garden for the Coachella Mariachi Festival on Saturday, March 30, 2019 from 5:00 p.m. - 9:00 p.m. at Veterans Memorial Park.

STAFF RECOMMENDATION:

Approve the operation of a beer garden for the Coachella Mariachi Festival on Saturday, March 30, 2019 from 5pm-9pm at Veterans Memorial Park.

EXECUTIVE SUMMARY:

This year, the City of Coachella's Coachella Mariachi Festival is scheduled to occur on Saturday, March 30th. This event will take place at Veterans Memorial Park, 1515 Sixth Street, Coachella. The event will start at 5pm and ends at 9pm. Starting at 5pm the event will show case four different mariachi groups and one folklorico dancing performance. Also available during the event will be: bouncers, mechanical bull rides, food vendors and a beer garden. This is a free community event and has no admission/parking fees. The Coachella Bar has agreed to operate a beer garden as a vendor for this year's event and will be selling beer, chavelas and wine.

Staff is requesting authorization to allow a beer garden at this event and authorize Coachella Bar to be the operator of the beer garden.

FISCAL IMPACT:

Approval of the recommended action would not negatively impact the approved FY 18/19 budget.

ITEM 12.1.



STAFF REPORT 3/13/18

TO: Honorable Mayor and City Council Members

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

SUBJECT: Authorizing the City Manager to Execute Agreement between the County of Riverside and the City of Coachella; and authorized the payments on three consecutive fiscal years to the County for the amounts described in exhibit "C" of the agreement for Avenue 52 and Avenue 54 Street Roadway Improvements, City Project ST-116.

STAFF RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the payment to the County of Riverside for the amounts described in exhibit "C" of the agreement for Avenue 52 and Avenue 54 Street Roadway Improvements, City Project St-116.

BACKGROUND:

On February 13th, 2019 The City Council authorized the City Manager to execute an agreement with The County of Riverside for the road rehabilitation projects on Avenue 52 from Fillmore Street to 0.38 miles westerly of Fillmore Street and Avenue 54 from Cesar Chavez Street to Grapefruit Boulevard.

The County of Riverside has open bids and the final cost from the lowest responsive bid is for an amount of \$1,251,547.63. In accordance with the agreement, the City will pay the City's fair share over three consecutive years. The County has provided final numbers to the City with a complete cost breakdown in exhibit "C" of the agreement.

FISCAL IMPACT:

The total cost for the project will be spread out over three fiscal years and amounts will be taken from Measure A and SB 1 funds: FY 18/19 \$200,000.00, FY 19/20 \$525,773.82, FY 20/21 \$525,773.81.

Riverside County Transportation Department Summary of Bids	PROJECT:	52nd Avenue and 54th Avenue Resurfacing Projects Fillmore Street to Westerly 0.38 Miles Grapefruit Boulevard to Harrison Street / Cesar Chavez Street Community of Thermal and City of Coachella Project No. C1-0593, C1-0595
Advertised: January 29, 2019 (Agenda Item: 3.33) Addenda: 1 (2/15/2019) Bids Open: 2 pm Date: Wednesday, February 20, 2019		

	Company Name	Base Bid Schedule 1 52nd Avenue Resurfacing Project Fillmore Street to Westerly 0.38 Miles	Base Bid Schedule 2 54th Avenue Resurfacing Project Grapefruit Boulevard to Harrison Street / Cesar Chavez Street	Project Total
	COUNTY'S ESTIMATE	342,583.00	1,212,955.00	\$1,555,538.00
1	Hardy & Harper, Inc.	341,957.00	1,305,947.00	\$1,647,904.00
2	All American Asphalt	350,870.20	1,337,038.25	\$1,687,908.45
3	Matich Corporation	394,004.50	1,398,874.55	\$1,792,879.05
4	Onyx Paving Company, Inc.	377,000.00	1,511,000.00	\$1,888,000.00
5	Granite Construction Company	418,981.04	1,469,906.96	\$1,888,888.00
	<i>Average Bid Prices</i>	<i>\$376,562.55</i>	<i>\$1,404,553.35</i>	<i>\$1,781,115.90</i>

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**54TH AVENUE
HARRISON ST TO GRAPEFRUIT BLVD (1.6 MI)**

WO No. **C1-0595**
CONTI= **10%**

8632' = total length

34,7715' = total sqft

54th Ave (City)		54th Ave (County)	
from	to	from	to
09+25	95+50	09+25	95+50
length =	8632'	length =	8632'
width =	24'-62'	width =	24'-62'
square footage =	238,716'	square footage =	108,999'

QUANTITY	COST	QUANTITY	COST
0.66	\$3,300.00	0.34	\$1,700.00
0.66	\$19,800.00	0.34	\$10,200.00
0.66	\$3,300.00	0.34	\$1,700.00
0.66	\$9,900.00	0.34	\$5,100.00
0.66	\$7,920.00	0.34	\$4,080.00
0.66	\$28,710.00	0.34	\$14,790.00
14	\$4,900.00	13	\$4,550.00
3210	\$6,420.00	40	\$80.00
50	\$5,000.00	0	\$0.00
5880	\$11,760.00	14000	\$28,000.00
1	\$7,500.00	0	\$0.00
200	\$2,000.00	1230	\$12,300.00
22735	\$131,863.00	11935	\$69,223.00
145	\$87,870.00	75	\$45,450.00
23	\$3,450.00	90	\$13,500.00
3325	\$355,775.00	1645	\$176,015.00
30	\$3,000.00	145	\$14,500.00
36	\$36,000.00	0	\$0.00
20	\$24,000.00	0	\$0.00
200	\$20,000.00	0	\$0.00
0	\$0.00	210	\$3,150.00
150	\$1,500.00	140	\$1,400.00
3	\$450.00	5	\$750.00
3	\$750.00	5	\$1,250.00
370	\$3,700.00	0	\$0.00
575	\$2,875.00	537	\$2,685.00
7503.5	\$7,503.50	4277.5	\$4,277.50
1	\$2,000.00	0	\$0.00
0.66	\$66,000.00	0.34	\$34,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00

CODE	SEC	ITEM DESCRIPTION	UNITS	TOTAL QTY	PRICE	TOTAL COST
100100	10	DEVELOP WATER SUPPLY	LS	1	\$5,000.00	\$5,000.00
120100	12	TRAFFIC CONTROL SYSTEM	LS	1	\$30,000.00	\$30,000.00
130200	13	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$5,000.00	\$5,000.00
170103	17	CLEARING AND GRUBBING (LS)	LS	1	\$15,000.00	\$15,000.00
066100	18	DUST ABATEMENT	LS	1	\$12,000.00	\$12,000.00
033900	39	COLD-IN-PLACE RECYCLING MIX DESIGN, SAMPLING & TESTING	LS	1	\$43,500.00	\$43,500.00
870111	87	INDUCTIVE LOOP DETECTOR (EA)	EA	27	\$350.00	\$9,450.00
011506	15	WEDGE PLANE ASPHALT CONCRETE	LF	3250	\$2.00	\$6,500.00
190101	19	ROADWAY EXCAVATION	CY	50	\$100.00	\$5,000.00
190185	19	SHOULDER BACKING	LF	19880	\$2.00	\$39,760.00
202027	20	RELOCATE WATER METER	EA	1	\$7,500.00	\$7,500.00
013903	39	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1430	\$10.00	\$14,300.00
033900	39	COLD-IN-PLACE RECYCLING	SQYD	34670	\$5.80	\$201,086.00
033900	39	EMULSIFIED RECYCLING AGENT	TON	220	\$606.00	\$133,320.00
390132	39	HOT MIX ASPHALT (TYPE A)	TON	113	\$150.00	\$16,950.00
390137	39	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	4970	\$107.00	\$531,790.00
394090	39	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	175	\$100.00	\$17,500.00
038400	71	ADJUST WATER VALVES	EA	36	\$1,000.00	\$36,000.00
711	71	ADJUST SEWER MANHOLE	EA	20	\$1,200.00	\$24,000.00
01	73	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	200	\$100.00	\$20,000.00
73	73	MINOR CONCRETE (DRIVEWAY)	SQFT	210	\$15.00	\$3,150.00
81	81	PAVEMENT MARKER (RETROREFLECTIVE)	EA	290	\$10.00	\$2,900.00
820410	82	SALVAGE ROADSIDE SIGN	EA	8	\$150.00	\$1,200.00
820840	82	ROADSIDE SIGN - ONE POST	EA	8	\$250.00	\$2,000.00
038400	84	THERMOPLASTIC PAVEMENT MARKING (GREEN)	SQFT	370	\$10.00	\$3,700.00
840515	84	THERMOPLASTIC PAVEMENT MARKING	SQFT	1112	\$5.00	\$5,560.00
840656	84	PAINT TRAFFIC STRIPE (2-COAT)	LF	11781	\$1.00	\$11,781.00
038700	87	RE-INSTALL FLASHING BEACON SYSTEM ON NEW POST	EA	1	\$2,000.00	\$2,000.00
010602	6	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	\$100,000.00	\$100,000.00
				0		\$0.00
				0		\$0.00

TOTAL + CONT
\$5,500.00
\$33,000.00
\$5,500.00
\$16,500.00
\$13,200.00
\$47,850.00
\$10,395.00
\$7,150.00
\$5,500.00
\$43,736.00
\$8,250.00
\$15,730.00
\$221,194.60
\$146,652.00
\$18,645.00
\$584,969.00
\$19,250.00
\$39,600.00
\$26,400.00
\$22,000.00
\$3,465.00
\$3,190.00
\$1,320.00
\$2,200.00
\$4,070.00
\$6,116.00
\$12,959.10
\$2,200.00
\$110,000.00
\$0.00
\$0.00

\$1,305,947.00

STREET TOTAL	
TOTAL + CONTI	

\$857,246.50	\$448,700.50	\$1,305,947.00
\$942,971.15	\$493,570.55	\$1,436,541.70

\$1,436,541.70

ITEM 12.1.

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF COACHELLA

FOR

52ND AVENUE ROADWAY IMPROVEMENTS

AND

54TH AVENUE ROADWAY IMPROVEMENTS

This Service Agreement for 52nd Avenue and 54th Avenue Roadway Improvements ("Agreement") is entered into this _____ day of _____, 2019, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Coachella, a municipal corporation, (hereinafter "CITY") for Roadway Improvements to 52ND Avenue and 54th Avenue, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. The COUNTY currently has Roadway Improvement Projects on 52nd Avenue from Fillmore Street to 0.38 miles westerly of Filmore Street and on 54th Avenue from Harrison Street/Cesar Chavez Street to Grapefruit Boulevard, which excludes work outside of the COUNTY's jurisdiction (COUNTY PROJECTS).
- B. COUNTY and CITY have mutually agreed that 52nd Avenue, a 24' wide two lane facility, between Fillmore Street to 0.38 miles westerly of Fillmore Street, is in need of roadway improvements.
- C. COUNTY and CITY have mutually agreed that 54th Avenue, a variable width two lane facility, between Harrison Street/Cesar Chavez Street and Grapefruit Boulevard, is in need of roadway improvements.
- D. The CITY limit is along the north side of 52nd Avenue for the entire project limits and along the north side of 54th Avenue for the entire project limits including the south side between Tyler Street and approximately 1,350 east of Tyler Street as shown on "Exhibit A" and "Exhibit B" (Vicinity/Project Map) respectively. All improvement being proposed within CITY limits shall be referred to as CITY PROJECTS.
- E. The Roadway Improvement on 52nd Avenue and 54th Avenue will consist of Cold-In-Place Recycling of the existing pavement, and overlaying the roadway with Rubberized Hot Mix Asphalt. Incidental work will

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1 include and not be limited to constructing a safety edge, shoulder backing, repair of damaged concrete
2 improvements, pavement widening, replacement of signage, and striping the roadway.

3 F. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway
4 improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce
5 overall costs by processing the two separate jurisdictional improvements as one project.

6 G. COUNTY will provide the administrative, technical, managerial, and support services necessary for the
7 implementation of the CITY PROJECTS.

8 H. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECTS
9 are to be administered, engineered, coordinated, and constructed.

10 **AGREEMENT**

11 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as
12 follows:

13 **SECTION 1 • COUNTY AGREES:**

- 14 1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the
15 CITY PROJECTS. The COUNTY is providing services on a reimbursable basis as shown on "Exhibit C"
16 and has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECTS.
- 17 2. To prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECTS and submit to CITY
18 for review and approval at appropriate stages of development. Final plans for improvements shall be
19 prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California.
20 Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit
21 construction bids until CITY has approved the PS&E documents.
- 22 3. To identify and locate all utility facilities within the limits of the CITY PROJECTS as part of its design
23 responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECTS
24 construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their
25 protection, relocation, or removal. All utility facilities shall be identified on the plans and specifications,
26 and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors
27 performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to
28 the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort
29 to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case

1 that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne
2 by the CITY.

3 4. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way
4 for the purposes of constructing PROJECTS.

5 5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY
6 PROJECTS.

7 6. To advertise, award and administer a public works contract for the construction of the CITY PROJECTS
8 in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
9 requirements, laws or regulations, including but not limited to the local agency public construction codes,
10 California Labor Code, and California Public Contract Code.

11 7. To furnish a representative to perform the function of Resident Engineer during construction of CITY
12 PROJECTS.

13 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction
14 surveys, soils and compaction tests, measurement and computation of quantities, testing of construction
15 materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and
16 other inspection and staff services necessary to assure that the construction is performed in accordance
17 with the PS&E documents.

18 9. To construct the CITY PROJECTS in accordance with approved PS&E documents.

19 10. To submit any contract change order that causes the construction contract to exceed 10% of the contract
20 bid amount for CITY PROJECTS improvements that are located within the jurisdictional boundaries of the
21 CITY to CITY for review and approval prior to final authorization by COUNTY.

22 11. To furnish CITY one complete set each of full-sized film positive reproducible as-built plans and all
23 contract records, including survey documents, within three hundred and sixty-five (365) days following the
24 completion and acceptance of the PROJECTS construction contract. Electronic copies of completed
25 plans are available if CITY desires. If electronic copies are provided, they will be provided on CD-R
26 media.

27 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion
28 and acceptance of the CITY PROJECTS construction contract. If final costs associated with the CITY's
29 improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with

ITEM 12.1.

1 the financial reconciliation. If final costs associated with the CITY's improvements are less than the
2 deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial
3 reconciliation.

4 SECTION 2 • CITY AGREES:

- 5 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should
6 unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit C",
7 CITY will in good faith amend this Agreement to include any such costs under this Agreement.
- 8 2. To deposit with COUNTY, within 30 days of executing this agreement, two hundred thousand dollars
9 (\$200,000) (the "Deposit"), as provided in "Exhibit C". With the remaining funds being paid within three
10 (3) fiscal years for a grand total of one million two hundred fifty one thousand five hundred forty seven
11 dollars and sixty three cents (\$1,251,547.63) to be paid by CITY.
- 12 3. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
13 contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and
14 other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and
15 construction of the CITY PROJECTS.
- 16 4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and
17 the construction of CITY PROJECTS, and to verify facilities are constructed as required by this
18 Agreement, if applicable.
- 19 5. To provide at no cost to the CITY PROJECTS, oversight of the CITY PROJECTS, to provide prompt
20 reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing
21 of the CITY PROJECTS.
- 22 6. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for
23 CITY PROJECTS submitted by COUNTY for services rendered in accordance with this Agreement.

24 SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

- 25 1. The total cost to CITY to complete PS&E documents, construction, including construction survey,
26 inspection and a material testing for CITY PROJECTS, including a ten percent (10%) contingency, is
27 estimated to be, one million two hundred fifty one thousand five hundred forty seven dollars and sixty
28 three cents (\$1,251,547.63) as detailed in "Exhibit C".
- 29 2. COUNTY shall not be obligated to commence construction of the CITY PROJECTS until after receipt of

1 CITY's deposit as required in Section 2.

2 3. If upon opening of bids for construction of the PROJECTS the bids indicate a cost overrun of no more
3 than 10% of the construction costs estimate as described in "Exhibit C" will occur, COUNTY may award
4 the contract.

5 4. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Total Estimate
6 Cost will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after
7 thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon,
8 this Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred
9 costs in accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1).
10 COUNTY shall reimburse CITY within forty five (45) days of termination.

11 5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not
12 be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such
13 work has been issued by CITY.

14 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
15 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily
16 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
17 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to
18 each policy shall be required which name CITY, its officers, agents and employees, as additionally
19 insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation
20 Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and
21 Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of
22 construction.

23 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
24 be automatically vested with the jurisdiction in which the improvements reside and no further agreement
25 will be necessary to transfer ownership.

26 8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECTS except
27 as specified in this Agreement or future agreements.

28 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
29 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each

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1 party hereto.

2 10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
3 occurring by reason of anything done or omitted to be done by CITY under or in connection with any
4 work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant
5 to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any
6 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of
7 anything done or omitted to be done by CITY under or in connection with any work, authority or
8 jurisdiction delegated to CITY under this Agreement.

9 11. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring
10 by reason of any act or omission of COUNTY under or in connection with any work, authority or
11 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to
12 Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability
13 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or
14 omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to
15 COUNTY under this Agreement.

16 12. In the event that CITY defaults in the performance of any of its obligations under this Agreement or
17 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to
18 terminate this Agreement upon 90 days written notice to CITY.

19 13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
20 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the
21 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any
22 way.

23 14. This Agreement is to be construed in accordance with the laws of the State of California.

24 15. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.

25 16. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or
26 rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of
27 Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of
28 venue in such proceedings to any other county.

29 17. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of

1 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY
2 or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement
3 shall not be construed against the party that prepared it in its final form.

4 18. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall
5 not be construed to be a waiver of any subsequent or other breach of the same or any other provision
6 hereof. Failure on the part of COUNTY or CITY to require from any other party exact, full and complete
7 compliance with any of the provisions of this Agreement shall not be construed as in any manner
8 changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.

9 19. This Agreement and Exhibits A-C herein contain the entire agreement between the PARTIES, and are
10 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation
11 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set
12 forth in this Agreement, is null and void.

13 20. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
14 parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing
15 any standard of care with respect to the maintenance of roads different from the standard of care
16 imposed by law.

17 21. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to
18 CITY PROJECTS for a period of minimum three (3) years from the date of Notice of Completion of the
19 CITY PROJECTS.

20 22. All notices, demands, invoices, and other communications required or permitted hereunder shall be in
21 writing and delivered to the following addresses or such other address as the PARTIES may designate:
22

23 COUNTY:
24 Riverside County Transportation Department
25 Attn: Patricia Romo,
26 Director of Transportation
27 4080 Lemon Street, 8th Floor
28 Riverside, CA 92501
29

CITY:
City of Coachella
Attn: Jonathan Hoy
City Engineer
1515 Sixth Street
Coachella, CA 92236

ITEM 12.1.

52nd Avenue and 54th Avenue Roadway Improvements

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Phone: (951) 955-6740

Phone: (760) 398-5744

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By _____ Dated: _____

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CITY Service Agreement

CITY Approvals

APPROVED BY:

_____ Dated: _____

William B. Pattison

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

CITY Attorney

ATTEST:

_____ Dated: _____

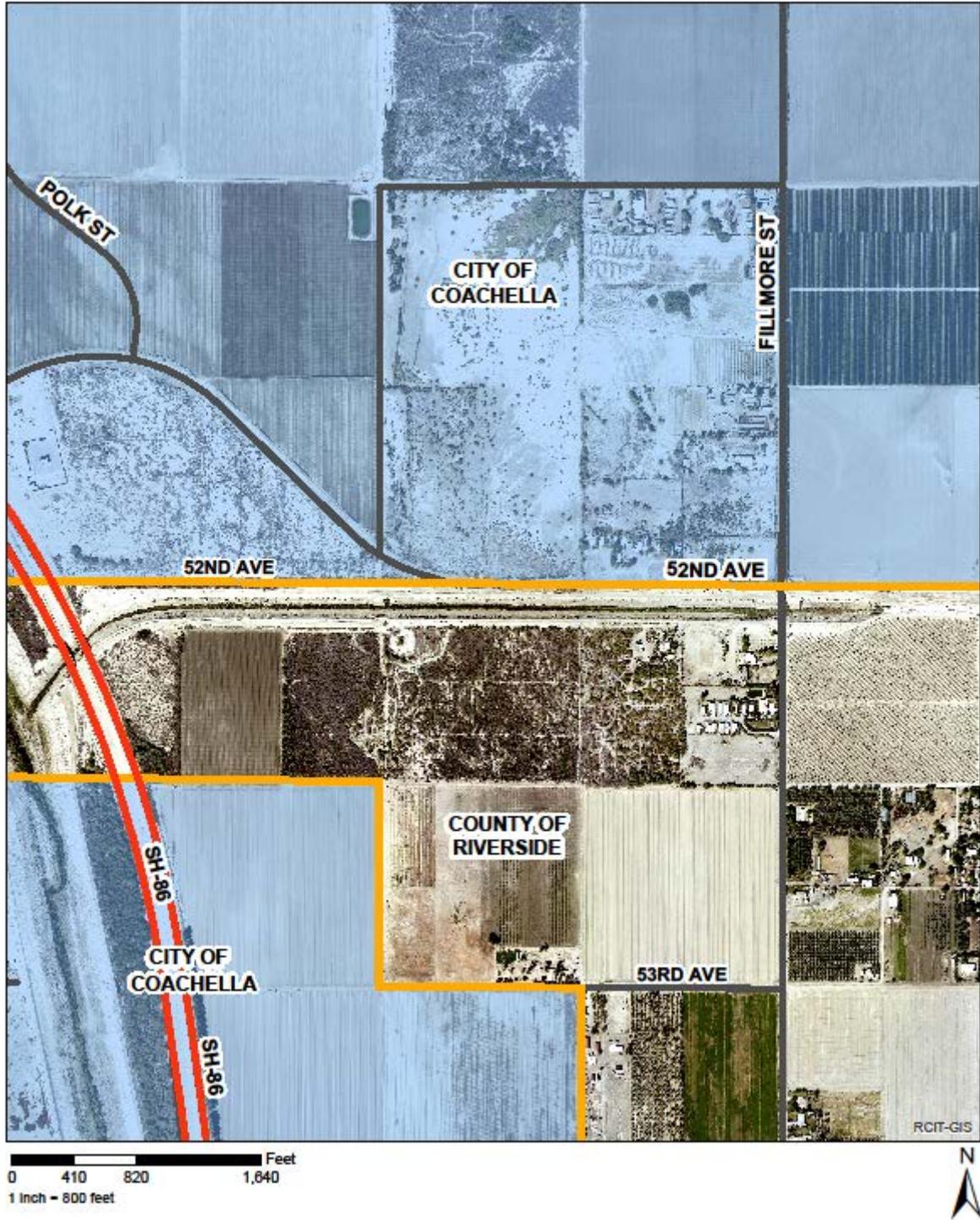
PRINTED NAME

ITEM 12.1.

52nd Avenue and 54th Avenue Roadway Improvements

EXHIBIT A

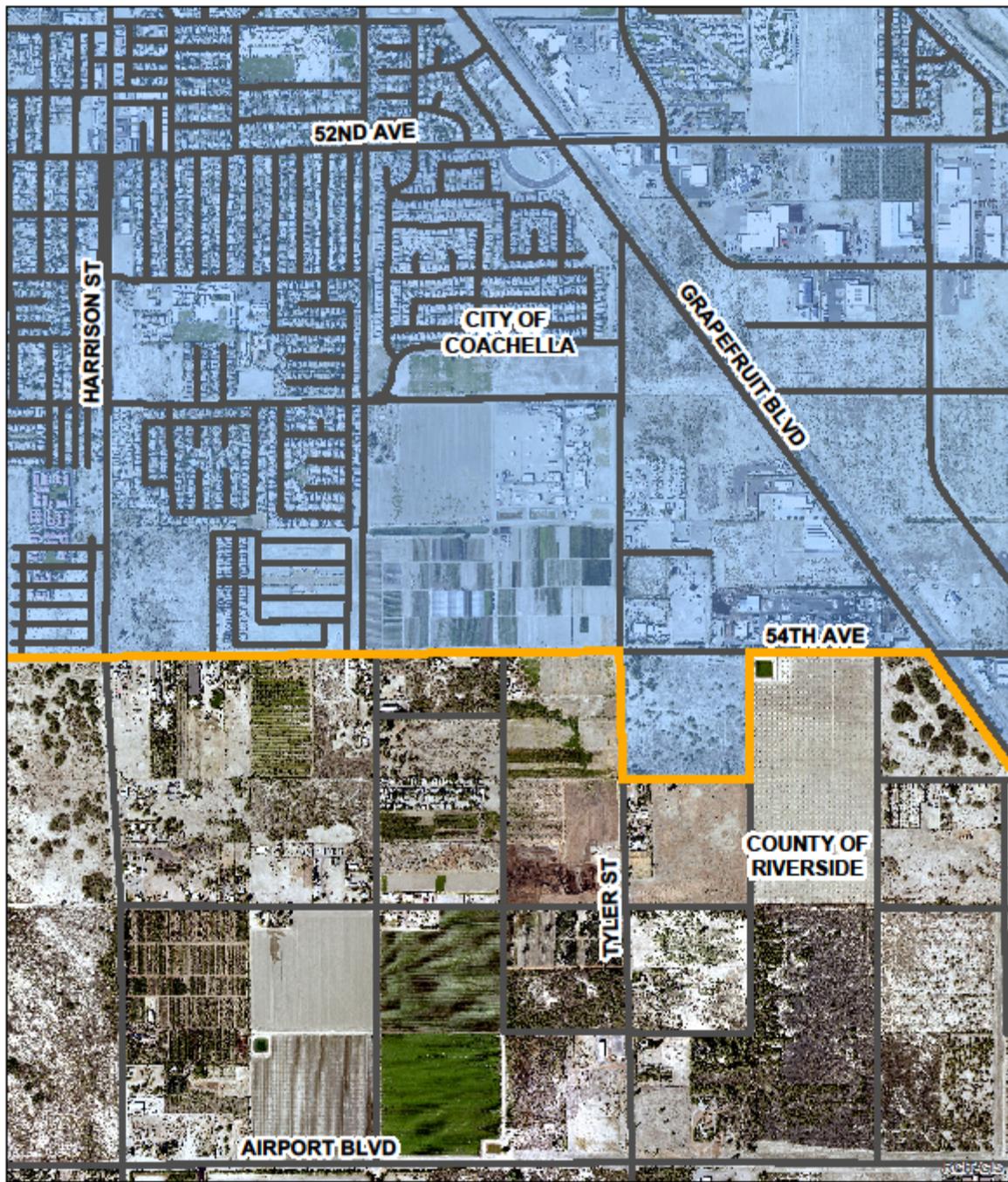
VICINITY/PROJECT MAP



52nd Avenue Resurfacing C1-0593

EXHIBIT B

VICINITY/PROJECT MAP



54th Avenue Resurfacing
C1-0595

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ITEM 12.1.

EXHIBIT C

**CITY PROJECTS
ESTIMATED COSTS**

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TASK	CITY COSTS 52 nd Avenue	CITY COSTS 54 th Avenue	TOTAL CITY COSTS
Construction	\$164,254.00	\$857,246.50	\$1,021,500.50
Construction contingency (10%)	\$16,425.40	\$85,724.65	\$102,150.05
Construction Engineering & Inspection (15%)	\$24,638.10	\$128,586.98	\$153,225.08
Credit for Van Buren St Signal			-25,328.00
TOTAL PROJECT COST	\$205,317.50	\$1,071,558.13	\$1,251,547.63

City of Coachella will pay full amount in 3 fiscal years
Year 1 (FY 18/19): \$200,000.00 (DEPOSIT)
Year 2 (FY 19/20): \$525,773.82
Year 3 (FY 20/21): \$525,773.81

ITEM 12.m.



STAFF REPORT
3/13/2019

TO: Honorable Mayor and City Council Members

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

SUBJECT: Sub-Reimbursement Agreement by and between Coachella Valley Association of Governments, City of Coachella and Riverside County for the Avenue 48 Widening Project between Van Buren & Dillon Road

STAFF RECOMMENDATION:

Approve Sub-Reimbursement Agreement by and between Coachella Valley Association of Governments, City of Coachella and Riverside County for the Avenue 48 Widening Project between Van Buren & Dillon Road

DISCUSSION/ANALYSIS:

On December 3, 2018, this sub-reimbursement agreement was made and entered by and between the City of Coachella, Riverside County and the Coachella Valley Association of Governments for the Avenue 48 Widening Project, between Van Buren & Dillon Road.

Under CVAG's reimbursement policy for administering regional funds for eligible projects undertaken by its member jurisdictions, the cost of the eligible project is split into a "Local Share" and a "Regional Share." The "Regional Share," paid by CVAG from regional funds, is equal to seventy-five percent (75%) of eligible costs, the "Local 25% Share," the Local Share includes not only the remaining twenty-five percent (25%) of eligible costs as defined by CVAG policy, but also one hundred percent (100%) of all ineligible project costs.

This Sub-Reimbursement Agreement includes the City of Coachella and Riverside County in the Sub-Reimbursement Agreement as agencies responsible for payment of proportionate shares of local costs for the Avenue 48 between Van Buren Street and Dillon Road Project as approved by the Executive Committee at their meeting in December of 2018.

FISCAL IMPACT:

The following shows the proportionate 25% local shares for Avenue 48 Widening Project. The County of Riverside=12.5% and the City of Coachella=12.5%. The project is currently in the design phase. Once the estimated construction cost has been determined, staff will request a funding appropriation for the City's 12.5% share from the City Council.

SUB-REIMBURSEMENT AGREEMENT

by and between

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS, CITY OF COACHELLA and
RIVERSIDE COUNTY**

for

AVENUE 48 WIDENING BETWEEN VAN BUREN STREET AND DILLON ROAD PROJECT

THIS SUB-REIMBURSEMENT AGREEMENT is made and entered into this 3rd day of December 2018 by and between the **City of Coachella (Agency), Riverside County (Lead Agency) and the Coachella Valley Association of Governments, a California joint powers agency, (CVAG)**, with reference to the following background facts and circumstances:

The "Coachella Valley Area Transportation Study," a valley-wide study prepared under the auspices of CVAG, has identified various transportation and highway projects throughout the Coachella Valley as projects of regional importance. These projects are listed in the Transportation Project Prioritization Study (the "TPPS"), as updated from time to time and;

CVAG, by agreement with its member agencies and with the Riverside County Transportation Commission, has been designated as the agency through which certain funds designated for the TPPS projects within the Coachella Valley ("regional funds") are to be conveyed and disbursed for the purpose of completing said projects; and

Under CVAG's reimbursement policy for administering regional funds for eligible projects undertaken by its member jurisdictions, the cost of the eligible project is split into a "Local Share" and a "Regional Share." The "Regional Share," paid by CVAG from regional funds, is equal to seventy-five percent (75%) of eligible costs, as defined by applicable CVAG policies and procedures in effect at the time CVAG is invoiced by the lead agency for reimbursement. All remaining costs constitute the "Local Share."

Although sometimes referred to as the "Local 25% Share," the Local Share includes not only the remaining twenty-five percent (25%) of eligible costs as defined by CVAG policy, but also one hundred percent (100%) of all ineligible project costs.

The jurisdiction within which a regional project is sited, as well as those jurisdictions in the near vicinity most-immediately benefited, are assessed a specified portion of the Local Share. Accordingly, as to each project, and after extensive input from its member jurisdictions, CVAG has adopted a schedule of the percentages of the Local Share to be charged to each of the responsible jurisdictions based upon mutual agreement.

As each project proceeds, CVAG enters into a reimbursement agreement with the lead agency for the regional project. Pursuant to that reimbursement agreement, CVAG is invoiced and makes reimbursement for certain project costs. In some circumstances, a Sub-Reimbursement Agreement is entered for those jurisdictions not named in the project reimbursement agreement.

ITEM 12.m.

Now, therefore, this Sub-Agreement is intended to provide for collection and payment of the applicable percentage of the Local Share of the costs in the Reimbursement Agreement for the Avenue 48 between Van Buren Street and Dillon Road Project.

1. Agencies named below agree to contribute their percentage assessment of the Local Share as shown for the **Avenue 48 Widening between Van Buren Street and Dillon Road Project** ("Project").

This Sub-Reimbursement Agreement includes the City of Coachella and Riverside County as agencies responsible for payment of proportionate shares of local costs for the Avenue 48 between Van Buren Street and Dillon Road Project as approved by the Executive Committee at their meeting in December of 2016.

The following table shows the proportionate local shares for the Avenue 48 from Van Buren Street to Dillon Rad Widening Project.

County of Riverside	12.5%
City of Coachella	<u>12.5%</u>
	25.00%

2. CVAG has or will enter into an agreement ("Reimbursement Agreement") for the Project with the County of Riverside concerning the administration of regional funding for the cost of the Project.

3. The terms of the Reimbursement Agreement and the contract(s) by and between the lead agency and the contractor(s) for the Project shall define the scope of the Project.

4. Upon final payment from CVAG to the lead agency for reimbursement of the Regional Share of the Project costs, CVAG shall obtain from the lead agency a final report containing a record of all costs incurred with respect to the Project and the source of all payments applied toward such costs.

5. Upon receipt of the Final Report, CVAG shall prepare a schedule of the local share obligations for the Project and invoice each responsible jurisdiction for the unpaid balance of its percentage share. Within sixty (60) days of the date of the receipt of said invoice, Local Agency shall transmit to CVAG the entire unpaid balance of the Local Share assessed to Local Agency.

6. Except as to any portion of the Local Agency's percentage assessment that CVAG previously advanced to the lead agency or other third party, all monies paid to CVAG by the Local Agency as its percentage assessment for the Project shall be held by CVAG for the benefit of, and subsequent transfer to, the lead agency. However, nothing herein shall prevent the lead agency and Local Agency from entering into an agreement prior to the completion of the Project whereby Local Agency agrees to pay all or some of its Local Share directly to the lead agency. Any such payments shall be shown in the Final Report as credits to be applied as offsets against Local Agency's assessed share of the Project costs.

7. In the event Local Agency disputes the invoiced assessment, the following procedures shall apply:

ITEM 12.m.

7.1. Local Agency may request supporting documentation consistent with the lead agency's obligation to CVAG as set out in the Reimbursement Agreement. Upon documentation that the subject expense has been paid as a cost of the Project, Local Agency shall pay the corresponding invoice within five business days after receipt of said documentation.

7.2 Subject only to appeal to CVAG's Executive Committee, CVAG's Executive Director shall be the final arbiter of any dispute as to sums owed by the Local Agency for its percentage assessment of the Local Share for the Project. As to any portion of the Local Agency's percentage assessment that CVAG previously advanced for the Project or for which CVAG is otherwise obligated to reimburse to the lead agency or any other third party, CVAG's approval of said Project costs shall be final and not subject to challenge by Local Agency.

7.3 Neither the pendency of dispute nor its consideration by CVAG will excuse Local Agency from full and timely performance in accordance with the terms of this Agreement.

8. CVAG shall permit Local Agency, at any reasonable time, upon reasonable notice, to inspect any records maintained by the lead agency for the Project and available to CVAG pursuant to the terms of the Reimbursement Agreement, as well as any records obtained and maintained by CVAG in the regular course of its administration of the regional funds for the Project.

9. The occurrence of any one or more of the following events shall, at CVAG's option, constitute an event of default and Local Agency shall provide CVAG with immediate notice thereof:

9.1 Any warranty, representation, statement, report or certificate made or delivered to CVAG by Local Agency or any of Local Agency's officers, employees or agents now or hereafter which is incorrect, false, untrue or misleading in any material respect;

9.2 Local Agency shall fail to pay, perform or comply with, or otherwise shall breach, any obligation, warranty, term or condition in this agreement or any amendment to this agreement, or any agreement delivered in connection with the Project; or

9.3 There shall occur any of the following: dissolution, termination of existence or insolvency of Local Agency; the commencement of any proceeding under any bankruptcy or insolvency law by or against Local Agency; entry of a court order which enjoins, restrains or in any way prevents Local Agency from paying sums owed to creditors.

10. No waiver of any event of default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

ITEM 12.m.

11. This agreement is made and entered into for the sole protection and benefit of CVAG and Local Agency and no third person shall have any right of action under this agreement.

12. This Agreement is for funding purposes only and nothing herein shall be construed so as to constitute CVAG as a party to the construction or in ownership or a partner or joint venturer with any other entity with respect to the Project. Local Agency shall assume the defense of, indemnify and hold harmless CVAG, its member agencies, and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of Local Agency related to the Project or taken in the performance of this agreement or any other agreement entered into by Local Agency with reference to the Project. CVAG shall assume the defense of, indemnify and hold harmless Local Agency, its officers, directors, agents, employees, servants, attorneys, and volunteers, and each of them, from and against all actions, damages, claims, losses, and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions of CVAG taken in the performance of this agreement.

13. This agreement may not be assigned without the express written consent of CVAG first being obtained.

14. Local Agency, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.

15. No officer or employee of a party to this agreement shall be personally liable to any other party to this agreement, or any successor in interest, in the event of any default or breach or for any amount which may become due to a party or to its successor.

16. No officer or employee of CVAG shall have any personal interest, direct or indirect, in this agreement; nor shall any such officer or employee participate in any decision relating to this agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested.

17. CVAG warrants that the funds received from CVAG pursuant to this agreement shall only be used in a manner consistent with CVAG's reimbursement policy for regional projects and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated herein.

18. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid; to the following parties at the following addresses or numbers:

If to **City of Coachella**

William Pattison, City Manager
City of Coachella
1515 6th St, Coachella, CA 92236
Telephone: (760) 398-3502
Fax: (760) 398-8117

If to **County of Riverside**

Patricia Romo
Director of Transportation
County of Riverside
4080Lemon Street, 8th Floor
Riverside, CA 92501
Telephone: (951) 955-6740

If to **CVAG:**

CVAG
73-710 Fred Waring Drive
Palm Desert, CA 92260
Attn: Deputy Executive Director
Telephone: (760) 346-1127
Fax.: (760) 340-5949

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

19. This agreement contains the entire agreement between the parties, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this agreement, is null and void.

20. If any term, provision, condition, or covenant of this agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

21. In the event a party hereto brings an action or proceeding for a declaration of the rights of the parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

ITEM 12.m.

22. Time is of the essence in this agreement, and each and every provision hereof in which time is an element.

23. This agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, State of California.

24. Local Agency warrants that the execution, delivery and performance of this agreement and any and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.

25. This agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

ITEM 12.m.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date:

ATTEST

CITY OF COACHELLA

By: _____
City Manager

By: _____
Mayor

COUNTY OF RIVERSIDE
Recommended for Approval:

APPROVED AS TO FORM:

By: _____
PATRICIA ROMO
Director of Transportation

By: _____
General Counsel

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, COUNTY COUNSEL

By: _____
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

ATTEST:

By: _____
Chairman, Riverside County Board of Supervisors

KECIA HARPER-IHEM
Clerk of the Board

ATTEST:

CVAG

By: _____
Tom Kirk
Executive Director

By: _____
Michael H. Wilson
Chair

ITEM 13.a.



**STAFF REPORT
3/27/2019**

TO: Honorable Mayor and City Council Members
FROM: Luis Lopez, Development Services Director
SUBJECT: Review of attendance record and consideration to remove Mr. Damian Davila as Alternate Member of the Coachella Planning Commission.

STAFF RECOMMENDATION:

Staff recommends that the City Council give staff direction regarding whether to remove Mr. Damian Davila from the Coachella Planning Commissioner.

BACKGROUND:

Section 2.32.060(B) of the Coachella Municipal Code states as follows:

“The office of any member who attends less than seventy-five (75) percent of all meetings of the planning commission within any six-month period shall require review by the city council. The city council expressly reserves the right to terminate the term of any member of the planning commission when, in the discretion of the council, such termination will best serve the interests of the city.”

Additionally, the Municipal Code states that each member of the Planning Commission shall be appointed by the Mayor with the approval of the City Council.

DISCUSSION/ANALYSIS:

Currently the City of Coachella has a fully-appointed Planning Commission, made up of five regular members and one Alternate Commissioner, with staggered terms of office as follows:

Mike Etheridge (Chairman).....	term expires 12/31/21
Mario Zamora (Vice-Chairman).....	term expires 12/31/21
Denise Delgado.....	term expires 12/31/21
Atay Ramirez	term expires 12/31/19
Damian Davila	term expires 12/31/19
Kimberly Miranda.....	term expires 12/31/19

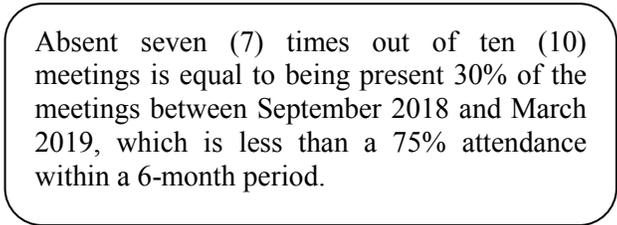
Mr. Damian Davila was appointed in February 2018 for an unexpired 2-year term as Alternate Commissioner.

ITEM 13.a.

Under the Municipal Code, the Commission meets every 1st and 3rd Wednesday of the month. However, sometimes a meeting may be cancelled, or a special meeting (5th Wednesday) may be scheduled due to Holidays or special requests.

Over the past six months, Mr. Davila's attendance at the Planning Commission meetings has been as shown below.

Damian Davila – Present.....6/6/2018
Damian Davila – Present.....6/20/2018
Damian Davila – **Absent**.....7/18/2018
Damian Davila – Present.....9/19/2018
Damian Davila – Present.....10/17/2018
Damian Davila – **Absent**.....11/7/2018
Damian Davila – **Absent**.....11/28/2018
Damian Davila – **Absent**.....12/5/2018
Damian Davila – **Absent**.....12/19/2018
Damian Davila – Present.....01/30/19
Damian Davila – **Absent**.....02/06/19
Damian Davila – **Absent**.....02/20/19
Damian Davila – **Absent**.....03/06/19



Absent seven (7) times out of ten (10) meetings is equal to being present 30% of the meetings between September 2018 and March 2019, which is less than a 75% attendance within a 6-month period.

As shown above, Mr. Damian Davila has not been present for at least 75% of the Planning Commission meetings over the past six months. As such, the City Council should review the schedule above and provide staff with direct.

ALTERNATIVES:

- 1) Remove Damian Davila from the Planning Commission
- 2) Take no action.
- 3) Continue this item and provide staff with direct.

FISCAL IMPACT:

All Planning Commissioners are paid a stipend of \$75 per meeting, and meals are provided. The full Planning Commission costs are budgeted and within the City's expected costs. As such, there are no fiscal impacts with this item.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 or #3 above.