



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

# AGENDA

OF A REGULAR MEETING  
OF THE

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

**February 27, 2019**

5:00 p.m. Closed Session

6:00 p.m. Regular Meeting

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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)  
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.

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 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.

10. **PROCLAMATIONS/PRESENTATIONS:**

None.

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, \$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

- f. Authorize the City Manager to Amend the Professional Service Agreement with Oraway Engineering as Amendment No. 1
- g. Consider 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.

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

- a. Current Requirements for City of Coachella Commissions and Committees
- b. Resolution No. 2019-11, Approving the City of Coachella Legislative Platform 2019 as Prepared by Ollin Strategies, LLC.
- c. Resolution No. 2019-12, Preliminarily Considering the Issuance of Coachella Financing Authority Lease Revenue Refunding Bonds, Series 2019A and Appointing Financial and Legal Consultants
- 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.
- 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, 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.
- 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
- g. Consider Professional Services Agreement with Arivitas Partners, LLC for Housing Element Re-zoning and Retail Cannabis ranking committee tasks in an amount not to exceed \$35,000.00 for a 12-month term.

**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*).
- b. Ordinance No. 1135, Change of Zone (CZ 18-12) (*First Reding*); 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*).

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:**

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

**ITEM 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 13, 2019**

5:00 p.m. Closed Session

6:00 p.m. Regular Meeting

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**1. CALL TO ORDER: — 5:00 P.M.**

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:04 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.

Absent: None.

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

None.

**4. ADJOURN TO CLOSED SESSION:**

Mayor Hernandez asked Council to convene into Closed Session at 5:04 p.m.

City Attorney Carlos Campos stated Item 4.e. was listed on the agenda as initiation; however, we now have a Case No. 1901063, Reliable Tree Care.

- 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)  
Citizens for Responsible Cannabis Development v. City of Coachella, et al,  
Superior Ct. of California, County of Riverside, Case No. RIC 1900596
- c. 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
- d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)  
Two (2) potential cases

*The following item was retitled during the Adjourn to Closed Session portion of the meeting:*

- e. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
City of Coachella v. Reliable Tree Care  
Superior Ct. of California, County of Riverside, Case No. PSC 1901063
- f. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION pursuant  
to Government Code section 54956.9(d)(1). Name of case: City of Coachella v. Thomas,  
Superior Court case number PSC 1504858
- g. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION pursuant  
to Government Code section 54956.9(d)(1). Name of case: Genevieve Thomas v. City of  
Coachella Superior Court case number PSC 1801086

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

The City Council reconvened into open session at 6:13 p.m.

**6. PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by visiting students.

**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:**

There were no modifications to the agenda.

Motion: To approve agenda as presented.

Made by: Councilmember Beaman Jacinto

Seconded by: Councilmember Gonzalez

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

**9. APPROVAL OF THE MINUTES:**

- a. Special Meeting Minutes of a Coachella City Council Study Session held on January 23, 2019.
- b. Regular Meeting Minutes of January 23, 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.
- c. Special Meeting Minutes of a Joint Coachella City Council and Coachella Planning Commission Study Session held on February 6, 2019.

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, with the exception of a 4-0-1 vote on Item 9.c., with the abstention from Mayor Pro Tem Martinez

**10. PROCLAMATIONS/PRESENTATIONS:**

None.

**11. WRITTEN COMMUNICATIONS:**

None.

**12. CONSENT CALENDAR:**

- a. Voucher Listings — Manual Checks/Utility Billing Refunds/FY 2018-19 Expenditures as of February 13, 2019, \$822,233.22.

- b. Resolution No. 2019-06 approving an Agreement for Exchange of Real Property and Joint Escrow Instructions between the City of Coachella and Imperial Irrigation District to convey fee title of a 3.37-acre electrical substation site located at 86-351 Avenue 52 (APN: 763-131-002) and convey a 30-foot public utility right-of-way over an abutting Agency-owned parcel (APN: 763-131-001), in exchange for a 1.73-acre vacant parcel of land located at the southwest corner of 9th Street and Shady Lane (APN: 778-120-001).
- c. Notice of Completion - Street R.E.A.S. Rehabilitation Project, Phase I, City project No. ST-77, contractor Petrochem Materials Innovation, LLC.

Public Comments: Bruce Harry

- d. Authorizing the City Manager to Execute Agreement between the County of Riverside and the City of Coachella for Avenue 52 and Avenue 54 Street Roadway Improvements, City Project ST-116.
- e. Recommend approval of First Amendment to Memorandum of Understanding (MOU) for Library Operations at the Coachella Library between the City of Coachella and County of Riverside.
- f. Approve a Community Based Grant to Coachella Valley Rescue Mission in the Amount of \$1,000.00 to Support their Shelter Program.

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

Made by: Councilmember Bautista  
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. Direct staff pertaining to advertisement of vacancies on Parks and Recreation Commission membership due to consecutive absences by two current members, Commissioner Damian Davila and Alternate Planning Commissioner Rudy Gutierrez.

Motion: To accept the vacancies, open and advertise the positions.

Made by: Councilmember Bautista  
Seconded by: Councilmember 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.

- b. Authorize the City Manager to Amend the Professional Service Agreement with TKE Engineering as Amendment No. 1; and

Receive and file the Coachella Water Authority Water Master Plan 2017.

Motion: To approve per staff recommendation to

- Approve the amendment to the professional service agreement with TKE Engineering; and
- Receive and file Coachella Water Authority Master Plan 2017.

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.

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

- a. Desert Research Park #2 Commercial Cannabis Project Modification, including the following applications:
  - 1) Resolution No. 2019-01, approving an Addendum to Environmental Assessment (EA 17-02) adopting an Addendum to the Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA) Guidelines;
  - 2) Resolution No. 2019-02, approving Conditional Use Permit (CUP 280) Modification No. 1 and Architectural Review (AR 17-04) Modification to allow six freestanding buildings totaling 505,520 square feet including 98,520 square feet of indoor grow building area and 404,308 of greenhouse building area and a total of 668 parking spaces;
  - 3) Resolution No. 2019-03 approving Variance No. 18-05 to allow increased roof heights on two buildings from 45 ft. to 54 ft. and the top parapet height from 50 ft. to 59 ft. and from 54 ft. to 61 ft.;

*(Continued)*

*(Public Hearing Item 14.a., Desert Research Park #2 – Resolution Nos. 2019-01, 2019-02, 2019-03, continued from previous page.)*

- 4) Ordinance No. 1133, approving a Development Agreement between the City of Coachella and Desert Rock Development LLC for the Desert Research Park #2 Project. (First Reading)

Mayor Hernandez opened the Public Hearing for Item 14.a. at 7:20 p.m.

Public Comment: Bill Sanchez

Mayor Hernandez closed the Public Hearing for Item 14.a. at 7:23 p.m.

Motion: To approve per staff recommendation, with additional conditions

- Additional trees to screen the greenhouses from view to the south, southeast; and
- That the phasing plan be contingent upon Conditional Use Permit 265, Modification #2; and
- That we work with the applicant to maintain the warehouse building occupancy for Development Impact Fees.

Made by: Councilmember Bautista  
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.

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

- a. Pedro Aguilar Barragon
- b. Humberto Ruiz

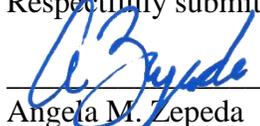
## 16. REPORTS AND REQUESTS:

- 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 8:35 p.m., following a motion by Councilmember Bautista and a second by Councilmember Beaman Jacinto.

Respectfully submitted,



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Angela M. Zepeda  
City Clerk



**ITEM 12.a.**



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Bank : wfb WELLS FARGO BANK

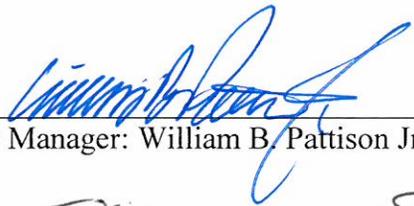
<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
104279	2/6/2019	53108	CLERK OF THE SUPERIOR CC Filing Fee	2/6/2019	FILING FEE FOR COMPLAINT	32,025.00	32,025.00
<b>Sub total for WELLS FARGO BANK:</b>							32,025.00

1 checks in this report.

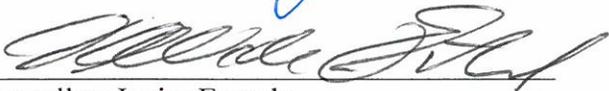
Grand Total All Checks: 32,025.00

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Date: February 6, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

Bank : wfb WELLS FARGO BANK

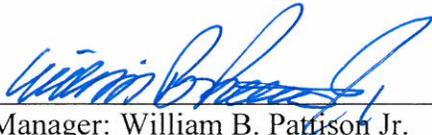
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
104280	2/14/2019	52523	ALL AMERICAN ASPHALT	180547	6/20/2018	PE6/20 SRTS IMPRVMNT PJC	317,368.09	
				181853	9/1/2018	PE8/31 ATP CYCLE 1 (AV51/V/	204,685.06	
				180908	6/30/2018	PE6/30 ATP CYCLE 1 (AV51/V/	179,622.72	
				181853A	9/1/2018	PE8/31 ATP CYCLE 1 (AV51/V/	159,673.32	
				182106	9/30/2018	PE9/30 SRTS IMPRVMNT PJC	67,616.84	928,966.03
<b>Sub total for WELLS FARGO BANK:</b>								928,966.03

1 checks in this report.

Grand Total All Checks: 928,966.0

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Date: February 14, 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	
104281	2/27/2019	53104	DESERT CONCEPTS	Ref000202108	2/14/2019	UB Refund Cst #00049994	36.28	36.28
104282	2/27/2019	53119	EMERY LANDCLEARING AND	Ref000202106	2/14/2019	UB Refund Cst #00049432	939.53	939.53
104283	2/27/2019	53117	ESPARZA, GUILLERMO	Ref000202104	2/14/2019	UB Refund Cst #00048251	88.42	88.42
104284	2/27/2019	53114	ESPINOZA, JAIME	Ref000202101	2/14/2019	UB Refund Cst #00045852	16.81	16.81
104285	2/27/2019	53112	HERNANDEZ, MARLENA	Ref000202099	2/14/2019	UB Refund Cst #00042711	13.65	13.65
104286	2/27/2019	53118	JOLES, ROGER	Ref000202105	2/14/2019	UB Refund Cst #00048267	8.28	8.28
104287	2/27/2019	53113	MORENO, OMAR	Ref000202100	2/14/2019	UB Refund Cst #00044467	20.64	20.64
104288	2/27/2019	53116	PCC INDUSTRIAL COMMERCIAL	Ref000202103	2/14/2019	UB Refund Cst #00047542	958.94	958.94
104289	2/27/2019	53111	SANCHEZ, GUILLERMO	Ref000202098	2/14/2019	UB Refund Cst #00002011	200.00	200.00
104290	2/27/2019	53121	SEPULVEDA, HILDA	Ref000202109	2/14/2019	UB Refund Cst #00044367	38.46	38.46
104291	2/27/2019	53115	VENABLE, TIMOTHY	Ref000202102	2/14/2019	UB Refund Cst #00047187	82.58	82.58
104292	2/27/2019	53120	WESOLASKI, LOIS	Ref000202107	2/14/2019	UB Refund Cst #00049763	57.03	57.03
<b>Sub total for WELLS FARGO BANK:</b>							<b>2,460.62</b>	

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12 checks in this report.

Grand Total All Checks:

2,460.6

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Date: February 27, 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
104293	2/27/2019	02137	AGGREGATE PRODUCTS, INC45734	1/14/2019	BASE-CLASS II AGGREGATE	983.80	983.80
104294	2/27/2019	51894	ALPHA MEDIA LLC	351915-1	11/30/2018 11/19-12/7 AD SPOT: HOLIDAY	540.00	
			351915-2	12/9/2018	11/19-12/7 AD SPOT: HOLIDAY	540.00	1,080.00
104295	2/27/2019	01436	AMERICAN FORENSIC NURSE71733	1/15/2019	DEC2018 BLOOD DRAW	55.00	55.00
104296	2/27/2019	42837	ARAMARK UNIFORM SERVICEJAN2019	1/31/2019	PE1/31 UNIFORMS, MATS & G	2,830.42	
			JAN2019 CC	1/31/2019	PE1/31 MATS & MOPS	363.45	
			JAN2019 SAN	1/31/2019	PE1/31 UNIFORMS, MATS & G	842.19	4,036.06
104297	2/27/2019	47955	ARCADIS U.S., INC.	0954709	2/4/2019 PE1/27 COACHELLA LIBRARY	6,572.68	6,572.68
104298	2/27/2019	42251	ARCOS, MARIA	Ck 2/27/19	2/5/2019 VOUCHER 62, 11/5-1/29	283.69	283.69
104299	2/27/2019	50334	ATHALYE CONSULTING ENGINEER	INV-000340274C	1/30/2019 PE12/31 SR-86/AVE50 INTERC	8,004.06	8,004.06
104300	2/27/2019	53052	AVIR, INC.	9-903143	1/16/2019 STRUCTURE WIRING @ PER	4,949.08	
			9-903143-01	1/16/2019	STRUCTURE WIRING @ PER	11,000.00	15,949.08
104301	2/27/2019	45929	BECK OIL, INC.	21910CL	1/15/2019 PE1/15 VEHICLE MAINT DEPT	95.48	
			21911CL	1/15/2019	PE1/15 SENIOR CNTR FUEL	360.27	
			21923CL	1/15/2019	PE1/15 CODE ENF DEPT FUE	200.07	
			21935CL	1/15/2019	PE1/15 SANITARY DEPT FUEL	270.51	
			21945CL	1/15/2019	PE1/15 BLDG MAINT DEPT FL	181.59	
			21946CL	1/15/2019	PE1/15 ADMIN DEPT FUEL	47.13	
			22261CL	1/31/2019	PE1/31 ENG DEPT FUEL	116.54	
			22263CL	1/31/2019	PE1/31 BLDG/PLANNING DEP	55.03	
			22265CL	1/31/2019	PE1/31 LLMD DEPT FUEL	128.00	
			22269CL	1/31/2019	PE1/31 STREETS DEPT FUEL	741.35	
			22271CL	1/31/2019	PE1/31 WATER DEPT FUEL	356.48	
			22275CL	1/31/2019	PE1/31 PARKS DEPT FUEL	1,020.61	
			22302CL	1/31/2019	PE1/31 VEHICLE MAINT DEPT	112.72	
			22303CL	1/31/2019	PE1/31 SENIOR CNTR FUEL	234.22	
			22316CL	1/31/2019	PE1/31 CODE ENF DEPT FUE	301.74	
			22329CL	1/31/2019	PE1/31 SANITARY DEPT FUEL	685.86	
			22338CL	1/31/2019	PE1/31 BLDG MAINT DEPT FL	192.74	
			22339CL	1/31/2019	PE1/31 ADMIN DEPT FUEL	66.89	
			22384CL	1/31/2019	PE1/31 GRAFFITI DEPT FUEL	216.79	
			21872CL	1/15/2019	PE1/15 ENG DEPT FUEL	125.14	
			21874CL	1/15/2019	PE1/15 LLMD DEPT FUEL	78.30	
			21878CL	1/15/2019	PE1/15 STREETS DEPT FUEL	759.42	

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
			21880CL	1/15/2019	PE1/15 WATER DEPT FUEL	419.35	
			21885CL	1/15/2019	PE1/15 PARKS DEPT FUEL	592.60	7,358.85
104302	2/27/2019	53109	BIO SOCAL CS53118	5/31/2018	5/31 BIOHAZARD CLEAN-UP (	695.00	695.00
104303	2/27/2019	00836	BIO-TOX LABORATORIES				
			37189	1/15/2019	LAB SERVICES: 12/14+28	105.00	
			37190	1/15/2019	LAB SERVICES: 12/14+28	422.00	
			37244	1/15/2019	LAB SERVICE: 12/26	46.00	573.00
104304	2/27/2019	49486	BRC CONSTRUCTION	1/30/2019	RPLC'D ELECTRICAL PEDES	890.00	890.00
104305	2/27/2019	43862	BRENNTAG PACIFIC, INC				
			BPI289583	1/23/2019	1/22 DRUM RETURN	-1,080.00	
			BPI915009	1/24/2019	SODIUM HYPOCHLORITE	2,178.75	1,098.75
104306	2/27/2019	01109	BSN SPORTS INC.	1/17/2019	BRUTE NYLON BASKETBALL	146.10	146.10
104307	2/27/2019	42506	BURRTEC WASTE INDUSTRIESS1-1819	2/14/2019	SS1 FY18/19 REFUSE TEETEI	961,677.16	961,677.16
104308	2/27/2019	52907	BYE-BYE BIRDY PIGEON REM812653	1/31/2019	INSTLL'D ANTI-LANDING WIR	1,300.00	1,300.00
104309	2/27/2019	43634	CACEO	2/11/2019	3/29 M3 CERT EXAM: P. HERI	200.00	200.00
104310	2/27/2019	43856	CARQUEST AUTO PARTS	1/29/2019	BATTERIES	364.65	364.65
104311	2/27/2019	02048	CDW GOVERNMENT, INC.				
			QRV8714	1/16/2019	MSH SCULPT COMFORT DT I	333.81	
			QRX4540	1/16/2019	PLANTRONICS SPARE BATTE	124.63	458.44
104312	2/27/2019	53110	CESAR CHAVEZ PHASE II, LP Refund	2/12/2019	FY17/18 CFD 2005-01 ASSES	89,540.66	89,540.66
104313	2/27/2019	02327	CINTAS CORPORATION #150	1/28/2019	1/28 MAT MAINTENANCE	90.99	90.99
104314	2/27/2019	07950	CITY OF COACHELLA				
			Dec 2018-LLD's	12/31/2018	DEC2018 WATER- LLD'S	7,483.77	
			Dec 2018	12/31/2018	DEC2018 WATER- ST, PARKS	17,134.46	24,618.23
104315	2/27/2019	08330	CITY OF INDIO	1/31/2019	INSPCTN FEE, PERMIT FEE, I	2,142.00	2,142.00
104316	2/27/2019	02273	CLAIREMONT EQUIPMENT				
			48760801	12/6/2018	12/6 54' REACH FORKLIFT RN	740.64	
			48809001	1/30/2019	DAMAGE REPAIRS TO AGRIC	189.38	930.02
104317	2/27/2019	01072	CLASSIC AUTO TRANSPORT	12/24/2018	12/24 TOWING: 81551 ROSEN	170.00	170.00
104318	2/27/2019	44725	CLEANSTREET	9/28/2018	9/20 SPECIAL SWEEP SVC	362.50	362.50
104319	2/27/2019	00981	CMRTA	12/1/2018	2019 MBRSHP RNWL: CESAR	100.00	100.00
104320	2/27/2019	44959	COMPUTER CONSULTANTS, I28477	2/9/2019	1/17+18+24+29, 2/8 SVC CALL	544.50	544.50
104321	2/27/2019	01924	CONSOLIDATED ELECTRICAL3298-407201	1/23/2019	DAYLIGHT T8 FLUOR LAMP, E	274.87	
			3298-407488	1/28/2019	26W 4PIN DOUBLE TUBE 41K	65.25	340.12
104322	2/27/2019	00682	CORONA CLAY COMPANY, INC10829	1/31/2019	ANGEL MIX FOB	6,750.00	6,750.00
104323	2/27/2019	00214	CORONET CONCRETE PROD1102077	1/17/2019	6.0 SACK EQ 60/40 FA	553.75	
			1102099	1/22/2019	6.0 SACK EQ 60/40 FA	592.50	1,146.25
104324	2/27/2019	00749	COUNTY OF RIVERSIDE	1/8/2019	11/8-12/5 LAW ENFORCEMEN	623,499.47	
			SH0000034443	1/22/2019	12/6-1/2 LAW ENFORCEMENT	620,605.27	1,244,104.74
104325	2/27/2019	53085	COUNTY OF RIVERSIDE	1/31/2019	MONITOR WELL/SOIL BORIN	1,697.00	1,697.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104326	2/27/2019	09650	CVAG Jan2019	2/12/2019	JAN2019 TUMF FEES	1,031.56	1,031.56
104327	2/27/2019	09950	CVWD Jan 2019	2/1/2019	CN 332543, JAN2019 WELL RI	24,809.40	24,809.40
104328	2/27/2019	02115	CWEA-TCP GL-3/31/19	1/9/2019	3/31 CERT RNWL CSM2: G. LC	92.00	92.00
104329	2/27/2019	12870	DEPARTMENT OF JUSTICE 357739	2/6/2019	JAN2019 BLOOD ALCOHOL AI	210.00	210.00
104330	2/27/2019	00118	DEPARTMENT OF TRANSPORSL190464	1/15/2019	OCT-DEC2018 TRAFFIC SIGN	2,683.00	2,683.00
104331	2/27/2019	01089	DESERT ELECTRIC SUPPLY S2600704.001	1/14/2019	COMM METER PEDESTAL	1,551.21	
			S2605550.001	1/30/2019	SYL M1000/U CLR BT56MOG I	117.58	
			S2606374.001	1/30/2019	SYL LU70/MED CLR B17MED I	81.43	1,750.22
104332	2/27/2019	52970	DESERT POOL SPECIALISTS, 121461	1/31/2019	RPLC'D SKIMMER BASKETS	59.27	
			121494	2/1/2019	FEB2019 POOL SVC	325.00	384.27
104333	2/27/2019	48672	DESERT RECREATION DISTR 2637	1/28/2019	2018 SUMMER RECREATION	17,800.00	17,800.00
104334	2/27/2019	42442	DIRECTV 35848373379	2/3/2019	FEB2019 BUSINESS XTRA PK	20.28	20.28
104335	2/27/2019	49630	DORIS PEREZ INTERPRETING 102455	12/18/2018	12/18 INTERP SVCS: PARK &	350.00	
			102539	1/15/2019	1/15 INTERP SVCS: PARK & R	350.00	700.00
-21- 104336	2/27/2019	14860	E. K. WOOD LUMBER COMPAN 475247	12/7/2018	RATCH TIE DOWN	62.35	
			476478	1/28/2019	DRIVER GLOVES, 14" BLK CA	75.91	138.26
104337	2/27/2019	51944	EFAQ CORPORATE 1190593	1/31/2019	JAN2019 FAX SERVICES	163.50	163.50
104338	2/27/2019	48149	ET WATER SYSTEMS, INC 33385	1/17/2019	MAY2019-20 IRRGTN CNTRL I	239.00	
			33646	2/7/2019	JAN2019-20 IRRGTN CNTRL F	239.00	478.00
104339	2/27/2019	50162	FASTENAL COMPANY CAPAM64840	1/24/2019	12PC DRL&SCR EXT SET	64.64	64.64
104340	2/27/2019	15750	FEDEX 6-433-54060	1/18/2019	1/14 FEDEX'S	37.48	
			6-447-72847	2/1/2019	1/24 FEDEX	7.91	
			6-321-39360	9/28/2018	9/24 FEDEX	54.87	
			6-455-69055	2/8/2019	1/30+31 FEDEX'S	76.24	176.50
104341	2/27/2019	44088	FERGUSON ENTERPRISES, INC 7031066	1/14/2019	1.6 GPF 111 XL REG 1.6 FV W	179.44	
			7031066-1	1/16/2019	EBV-200-A BTRY PWR S/MT C	281.66	
			7041079	1/16/2019	1-1/2 DIELEC UNION GSKT	6.51	
			7048548	1/23/2019	LF P/BTN ASSY	238.63	
			7076330	1/31/2019	LF P/BTN ASSY	225.95	932.1
104342	2/27/2019	51604	FRONTIER 3982369-JA19	1/25/2019	760/398-2369, 1/25/19	56.10	
			3983051-FB19	2/1/2019	760/398-3051, 2/1/19	51.76	107.8
104343	2/27/2019	43672	FULTON DISTRIBUTING COMPANY 464496	1/28/2019	NITRILE GLOVES & S/O PUMF	135.73	135.7
104344	2/27/2019	53122	GARCIA, VANESSA Scholarship	2/5/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.0
104345	2/27/2019	51494	GARDA CL WEST, INC. 10462533	2/1/2019	FEB2019 ARMORED TRANSP	602.15	
			10462544	2/1/2019	FEB2019 CASHLINK MAINTEN	731.40	1,333.5

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104346	2/27/2019	49100	GOLDMAN, RONALD A. Jan2019	1/31/2019	JAN2019 SVCS: DESERT ROC	4,830.00	4,830.00
104347	2/27/2019	53130	GONZALEZ, JOSEPHINE Trvl Exp 1/30-2/1	2/14/2019	TRVL EXP 1/30-2/1, LOCC CO	148.40	148.40
104348	2/27/2019	53123	GRANICUS 109129	2/4/2019	2019 SBSCRPTN FOR TRADI	6,000.00	6,000.00
104349	2/27/2019	02020	HACH COMPANY 11312983	1/25/2019	POCKET CLRMRTR II CHLORIN	1,191.02	1,191.02
104350	2/27/2019	51892	HERC RENTALS, INC. 30500185-001	1/25/2019	1/7-24 BOOM STRAIGHT 85FT	4,225.49	4,225.49
104351	2/27/2019	52552	HR GREEN PACIFIC, INC. 124505	2/7/2019	PE1/25 INSPCTN SVCS: AVE 4	28,740.00	28,740.00
104352	2/27/2019	44306	ICMA RETIREMENT CORPOR/42221	1/7/2019	PLN #106297, JAN-MAR2019,	125.00	125.00
104353	2/27/2019	20450	IMPERIAL IRRIGATION DISTRI50035584-JA19	1/22/2019	AC50035584, 1/11-16, FINAL B	12.34	
			50459795-JA19	1/31/2019	AC50459795, 12/27-1/28	37.98	
			50459796-JA19	1/31/2019	AC50459796, 12/27-1/28	83.68	
			50459819-JA19	1/31/2019	AC50459819, 12/27-1/28	15.68	
			50522793-JA19	1/31/2019	AC50522793, 12/28-1/28, SCAI	14.57	
			50035755-JA19	1/31/2019	AC50035755, 12/27-1/28, PUM	48.02	
			50408460-JA19	1/31/2019	AC50408460, 12/27-1/28, WEL	4,973.24	
			50434217-JA19	1/31/2019	AC50434217, 12/27-1/28	51.37	5,236.88
104354	2/27/2019	45108	IMPERIAL SPRINKLER SUPPL3604870-00	1/10/2019	SCH80 TBE NIPPLE	4.31	
			3605630-00	1/10/2019	DRIPNETA TECHLINE INSERT	19.21	
			3605630-01	1/15/2019	FERTYARA CALCIUM NITRATI	1,774.48	
			3606131-00	1/10/2019	10" ROUND VALVE BOX, ETC	167.00	
			3609996-00	1/15/2019	RAINBIRD ROTOR POP-UP P/	489.59	
			3609996-01	1/23/2019	RAINBIRD ROTOR POP-UP P/	1,075.28	
			3606903-00	1/11/2019	CHEM ROUNDUP PRO MAX 8	287.48	
			3610353-00	1/16/2019	CHANNELLOCK PLIERS 12" T	29.15	
			3617987-00	1/25/2019	RAINBIRD 4" POP-UP ROTOR	40.27	
			3619158-00	1/25/2019	CHEM ROUNDUP PRO MAX	69.70	3,956.47
104355	2/27/2019	47961	IMPERIAL VALLEY ENVIRONM9479	7/18/2018	7/3+5+6 WET BIOASSAY ANAI	2,086.00	
			9764	1/29/2019	12/3+5+7 WET BIOASSAY AN/	4,216.00	6,302.00
104356	2/27/2019	49175	INTERNATIONAL NAMEPLATE482181	5/18/2018	POLICE CAR DECALS	752.20	
			484076	6/14/2018	POLICE CAR DECALS	1,534.95	2,287.15
104357	2/27/2019	47328	KONICA MINOLTA 32990616	1/23/2019	BIZHUB C454+951+C364, JAN	783.00	
			33003032	1/26/2019	BIZHUB C454E, CITY HALL, J/	212.07	
			33026404	1/31/2019	BIZHUB C360, CORP YARD, J,	109.84	
			33026405	1/31/2019	BIZHUB 501, WATER DEPT, J,	163.44	
			33037723	2/2/2019	ACC 061-0042081-000, FEB20	67.43	1,335.78

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104358	2/27/2019	44047	KONICA MINOLTA BUSINESS	9005337969	1/19/2019	BIZHUB C360, CITY HALL, 12/	103.56
				9005341062	1/20/2019	BIZHUB C360, CITY HALL, 1/2	34.05
				9005361247	1/27/2019	BIZHUB C364+C454+PRO 951	641.45
				9005375473	1/31/2019	BIZHUB C360, CORP YARD, J	256.47
104359	2/27/2019	45051	LAMAR OF PALM SPRINGS	109887683	1/21/2019	1/21 POSTER ADVERTISING	125.00
				109910846	1/28/2019	1/28-2/24 POSTER ADVERTIS	1,200.00
104360	2/27/2019	24250	LEAGUE OF CALIFORNIA CITI	189190	1/31/2019	2019 MEMBERSHIP DUES	15,531.00
104361	2/27/2019	53124	LERMA'S PLUMBING	1079	1/23/2019	PLUMBING REPAIRS @ SENIK	287.36
104362	2/27/2019	44705	LION ELECTRIC & LIGHTING	2666	1/31/2019	TRBLSHT/RPR SITE LIGHTS (	1,840.00
				2667	1/31/2019	RPR'D LIGHTING @ PERMIT (	980.00
104363	2/27/2019	24600	LOPES HARDWARE	007820	10/15/2018	GLOVES, LOCKS, SANDPAPE	243.53
				007947	1/28/2019	NOZZLE, HOSE VALVE, EXT C	187.50
				008042	1/22/2019	PLUG, PUTTY KNIFE, BATTEF	169.84
				008171	1/10/2019	PADLOCKS, SAW, DRILL BIT,	311.76
-23- 104364	2/27/2019	02162	LOWE'S COMPANIES, INC.	65595	12/4/2018	LS PRJCTN SNOWFLURRY, E	99.39
				27108	1/30/2019	USG 24-48 RADAR TILE 8-CT	376.82
				27109	1/30/2019	USG 24-48 RADAR TILE 8-CT	376.82
104365	2/27/2019	49857	MANPOWER US INC.	33555433	1/20/2019	WE 1/20: CARMONA	465.00
				33555435	1/20/2019	WE 1/20: SANTIAGO	596.52
				33555436	1/20/2019	WE 1/13+20: GALINDO+GARC	640.83
				33555437	1/20/2019	WE 1/20: DURAN	743.23
				33578793	1/27/2019	WE 1/27: CARMONA	465.00
				33578795	1/27/2019	WE 1/27: SANTIAGO	627.92
				33578797	1/27/2019	WE 1/27: GALINDO	173.60
104366	2/27/2019	42710	MCDOWELL AWARDS	2018-3699	1/26/2019	WOOD GRAIN DESK NAME P	51.11
104367	2/27/2019	49098	MCFADDEN ARCHITECTS	2593	11/2/2018	NOV2018 CONSTRUCTION O	3,700.00
				2605	12/3/2018	DEC2018 CONSTRUCTION OI	3,800.00
104368	2/27/2019	45343	MCMaster-CARR SUPPLY C	83918687	1/16/2019	THICK-WALL PVC PIPE FITTI	62.91
104369	2/27/2019	25900	MEREDITH & SIMPSON CONS	190138	1/23/2019	RPLC'D GFCI RECEPTACLES	252.52
104370	2/27/2019	51539	MICHAEL BAKER INTERNATIC	1035828	1/2/2019	PE12/30 COACHELLA DVLPMI	2,801.00
				1038886	2/5/2019	PE2/3 COACHELLA DVLPMNT	2,414.00
104371	2/27/2019	50099	MIDWAY VACUUM & JANITORI	13100	2/5/2019	BAGS	54.27
104372	2/27/2019	53129	MONTAGUE ART	1750	1/25/2019	KELSEY MONTAGUE MURAL	5,000.00
104373	2/27/2019	01882	NORTHERN TOOL & EQUIPME	42004865	2/2/2019	10GAL OILY WASTE	179.97
				41999337	2/1/2019	8PC 3/4" DR 12PT SOCKET	76.00

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104374	2/27/2019	42112	NRO ENGINEERING	02-19-008	1/31/2019	PE1/31 PLNCK, AW SUBSTAT	1,575.00
				02-19-007	1/31/2019	PE1/31 PLNCK, JORDAN MINI	3,748.50
				02-19-006	1/31/2019	PE1/31 PLNCK, COACHELLA I	362.00
				02-19-009	1/31/2019	PE1/31 PLNCK, DATE PALM B	397.50
				02-19-005	1/31/2019	PE1/31 PLNCK, MASS GRADII	315.00
104375	2/27/2019	47192	O'REILLY AUTO PARTS	2855-483296	1/28/2019	IRIDIUM PLUG & WIRE SET	98.86
				2855-483535	1/29/2019	5GAL HYDRL OIL	52.19
				2855-483603	1/29/2019	FUEL FILTERS	-1.66
				2855-482022	1/23/2019	CARGO STRAPS	18.48
							167.87
104376	2/27/2019	52807	ORR BUILDERS	933-3	1/31/2019	PE1/31 DEVELOPMENT OF PI	460,764.18
104377	2/27/2019	49099	OTIS ELEVATOR COMPANY	SD08316219	1/21/2019	FB-JL2019 MAINT SVCS: COR	1,562.40
				SD17522001	1/18/2019	STATE WORK EXPEDITE FEE	633.20
							2,195.60
104378	2/27/2019	51402	OVERHEAD DOOR CO OF THIWO-	2169	10/29/2018	RPLC'D ROLLER CHAIN @ CI	415.31
				WO-2192	11/5/2018	SVC'D/RPR'D COMMERCIAL I	1,350.00
104379	2/27/2019	51847	PARTY TIME RENTALS	18	2/19/2019	3/9 JUMPER RNTLS	220.00
104380	2/27/2019	49989	PAUL ASSOCIATES	83557	2/1/2019	RECEIPT BOOKS	887.55
				83562	1/24/2019	BUSINESS CARDS: I. GARZA	156.13
				Scholarship	2/6/2019	2019 CYBSA SCHOLARSHIP-	110.00
104381	2/27/2019	53125	PENALBER, INGRIS	293782-00	1/23/2019	P22570R15 B H725 HANKOOK	164.58
104382	2/27/2019	02028	PETE'S ROAD SERVICE, INC.	296880-00	1/24/2019	FLAT REPAIR	24.11
				298691-00	1/30/2019	FLAT REPAIR	39.20
				298917-00	1/31/2019	FLAT REPAIR	24.11
							252.00
104383	2/27/2019	52389	POWER SECURITY GROUP IN	3409	2/4/2019	JAN2019 PATROL SVCS	5,120.00
				3410	2/4/2019	JAN2019 SECURITY GRD SVC	4,280.00
							9,400.00
104384	2/27/2019	39250	PRAXAIR DISTRIBUTION, INC.	87193823	1/21/2019	12/20-1/20 IND HIGH PRESSU	31.85
104385	2/27/2019	42759	PROPER SOLUTIONS, INC.	9082	1/25/2019	WE 1/25: L. SERVIN	360.00
				9083	2/1/2019	WE 2/1: L. SERVIN	261.00
				9109	2/8/2019	WE 2/8: L. SERVIN	540.00
				8652	10/19/2018	WE 10/19: L. SERVIN	660.00
				8861	12/7/2018	WE 12/7: L. SERVIN	627.00
							2,448.00
104386	2/27/2019	43576	PURE PLANET WATER, INC.	9959	1/24/2019	FEB2019 RNTL, WTR PURIFIC	32.63
				9960	1/24/2019	FEB2019 RNTL, WTR PURIFIC	32.63
				9961	1/24/2019	FEB2019 RNTL, WTR PURIFIC	32.63
				9962	1/24/2019	FEB2019 RNTL, WTR PURIFIC	32.63
				9963	1/24/2019	FEB2019 RNTL, WTR PURIFIC	32.63
							163.15

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104387	2/27/2019	52306	QUINN COMPANY	07646601	10/11/2018 10/9-10 STRAIGHT BOOM RN	1,504.75	
				08155301	11/27/2018 11/16-26 YD DUMP TRUCK RN	1,276.09	
				08810401	1/31/2019 1/28-29 SOD CUTTER RNTL	93.29	2,874.13
104388	2/27/2019	02167	RBF CONSULTING, INC.	138350	2/1/2019 PE12/30 AVE50/I-10 INTERCH.	141,651.46	141,651.46
104389	2/27/2019	48608	REYES COCA-COLA BOTTLIN	11022202849	2/13/2019 6PK SOFT DRINKS	453.60	453.60
104390	2/27/2019	53126	ROMAN, KARINA	Scholarship	2/5/2019 2019 CYBSA SCHOLARSHIP-	55.00	55.00
104391	2/27/2019	50340	ROYAL GYM SERVICES	5071	1/31/2019 JAN2019 PREVENTATIVE MAI	295.00	295.00
104392	2/27/2019	47658	RUIZVA L. PEST CONTROL	081	1/24/2019 JAN2019 SVCS: FIRE STATIOI	65.00	65.00
104393	2/27/2019	32950	SAFETY-KLEEN SYSTEMS, IN	78863183	1/28/2019 SVC ON MODEL 90 W/ 2387 &	257.12	257.12
104394	2/27/2019	01830	SAM'S FENCE INC.	17358	12/28/2018 INSTLL'D POST, RPLC'D PICK	825.00	825.00
104395	2/27/2019	50827	SDC SOUND COMPANY	1005	2/5/2019 2/13 PA SYSTEM: ART GROU	350.00	350.00
104396	2/27/2019	47193	SIEMENS INDUSTRY INC.	5620019673	1/29/2019 1/8 SVC'D KD @ BAGDAD/CE:	4,331.50	
				5620023720	1/25/2019 12/17 RPR'D POLARA @ AVE	507.00	4,838.50
104397	2/27/2019	35000	SMART & FINAL	050353	1/22/2019 PLATES, NAPKINS, LYSOL, GI	296.01	296.01
104398	2/27/2019	35450	SOCALGAS	1377 6th-JA19	1/28/2019 AC 012 623 3701 5, 12/22-1/24	133.39	
				1515 6th-JA19	1/28/2019 AC 031 523 3700 6, 12/22-1/24	292.94	
				1517 6th-JA19	1/28/2019 AC 010 594 4824 9, 12/22-1/24	75.34	
				1540 7th-JA19	1/28/2019 AC 008 423 3900 4, 12/22-1/24	194.31	
				84626Bag-JA19	1/28/2019 AC 153 323 6215 9, 12/22-1/24	61.62	
				87075Av54-JA19	1/28/2019 AC 123 573 5834 5, 12/22-1/24	53.68	
				BagPool-JA19	1/28/2019 AC 069 323 6500 7, 12/22-1/24	16.28	827.56
104399	2/27/2019	47319	SPARKLETTS	9467308 012419	1/24/2019 SANITARY DEPT: JAN2019 W,	45.84	45.84
104400	2/27/2019	52595	STAPLES BUSINESS CREDIT	7212079739-0-1	1/23/2019 STEEP LEMON GINGER TEA	7.49	
				7212079739-0-2	1/23/2019 COLOR LASER GLOSS PAPER	46.89	54.38
104401	2/27/2019	00582	STATE WATER RESOURCES (Pymnt 12-MA19	2/6/2019	CWSRF LOAN: C-06-4450-110	1,505,255.69	1,505,255.69
104402	2/27/2019	00582	STATE WATER RESOURCES (Gr V Rnwl-GJ	1/15/2019	GR V CERT RNWL: G. JIMENE	250.00	250.00
104403	2/27/2019	53044	SUPER BIRTHDAY, INC.	20487	2/19/2019 3/9 MINI EXPRESS TRAIN	750.00	750.00
104404	2/27/2019	36300	SWRCB FEES	EA 0619-2472	12/12/2018 CERT 2472, ELAP2019, EXP 6	2,741.00	2,741.00
104405	2/27/2019	53127	THE CENTER	12/11 Deposit	2/11/2019 DEPOSIT REIMB- 2/9 COMMU	300.00	300.00
104406	2/27/2019	06760	THE SOCO GROUP, INC.	0606246-IN	11/20/2018 DYED CARB ULS DIESEL	359.16	359.16
104407	2/27/2019	42289	TIME WARNER CABLE	0037022012819	1/28/2019 1515 6TH ST-AH, FEB2019	635.27	
				0200044012719	1/27/2019 51521 DOUMA ST, 2/7-3/6	154.99	
				0220596020119	2/1/2019 1540 7TH ST-HSD, 2/10-3/9	59.99	
				0321592011919	1/19/2019 1500 6TH ST, 1/29-2/28	109.99	960.27

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

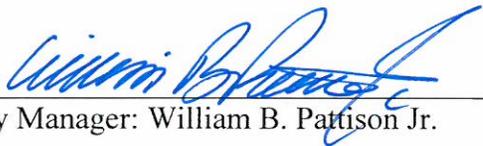
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104408	2/27/2019	38800	UNDERGROUND SERVICE AL120190108 18dsbfee75	2/1/2019	JAN2019- 51 NEW TICKETS+I	94.15	
				2/1/2019	DIG SAFE BOARD FEES	64.78	158.93
104409	2/27/2019	47102	URBAN FUTURES, INC. 0119-015	2/7/2019	JAN2019 ROPS REPORTS, ET	1,350.00	1,350.00
104410	2/27/2019	50229	URBAN HABITAT ENVIRONME30	1/25/2019	JAN2019 LANDSCAPE MAINT	47,504.41	47,504.41
104411	2/27/2019	39640	VALLEY LOCK & SAFE 151836	1/22/2019	RPR'D DOOR @ COUNCIL CH	75.00	75.00
104412	2/27/2019	51665	VALLEY REPROGRAPHICS LL23463	1/18/2019	BOOKLETS: GENERAL PLAN	757.77	757.77
104413	2/27/2019	53128	VARGAS, SANDRA O. Scholarship	2/5/2019	2019 CYBSA SCHOLARSHIP: I	55.00	55.00
104414	2/27/2019	44966	VERIZON WIRELESS 9815140602 9822772122	9/22/2018	AC571164685-00001, 8/23-9/22	45.38	
				1/22/2019	AC571164685-00001, 12/23-1/2	45.47	90.85
104415	2/27/2019	42495	WATER ENVIRONMENT FEDE2019 Rnwl	2/19/2019	MBRSHP RNWL #01747990: C	263.00	263.00
104416	2/27/2019	49778	WEST COAST ARBORIST, INC143285	12/15/2018	PE12/18 RMV'D TREES @ 79C	1,090.00	1,090.00
104417	2/27/2019	51697	WESTERN WATER WORKS SI55474-00	1/24/2019	2-1/2 DI HYD 6H DI CAPS 1-1/2	4,705.50	4,705.50
<b>Sub total for WELLS FARGO BANK:</b>							<b>4,751,090.68</b>

125 checks in this report.

Grand Total All Checks: 4,751,090.68

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Date: February 27, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada



**ITEM 12.b.**





## STAFF REPORT 2/27/2019

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

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

**SUBJECT:** 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).

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### **STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance no. 1133 approving the Development Agreement between City of Coachella and Desert Rock Development, LLC for the Coachella Research & Development Park II project.

### **BACKGROUND:**

On February 13, 2019 the City Council approved a CEQA Environmental Addendum to Mitigated Negative Declaration and several entitlements for the Coachella Research & Development Park II Modified Project that included first reading, by title only, of Ordinance No. 1133 approving a Development Agreement between the City of Coachella and Desert Rock Development, LLC. The overall project includes construction of a 550,520 square foot cannabis cultivation industrial campus. The buildings include two 3-story concrete tilt-up buildings, and four 1-story cultivation greenhouses. These unique structures were the topic of discussion at the City Council/Planning Commission Joint Study Session of February 6, 2019.

### **DISCUSSION/ANALYSIS:**

The proposed Development Agreement allows the applicant to enter into leases and condominium lot sales with individual operators who will obtain regulatory permits from the City and will be planting, growing, cultivating, harvesting, processing, drying, trimming, testing, distributing, and extracting and manufacturing commercial cannabis products.

The Agreement is being proposed to 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.

# ITEM 12.b.

- \$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

## **ALTERNATIVES:**

- 1) Adopt Ordinance No. 1133.
- 2) Continue this matter and provide staff with direction.
- 3) Take no action.

## **FISCAL IMPACT:**

Adoption of Ordinance No. 1133 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. 1133 (2<sup>nd</sup> Reading)

## ORDINANCE NO. 1133

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR THE 20-ACRE DESERT ROCK 2 PROJECT LOCATED WEST OF HARRISON STREET, SOUTH OF AVENUE 48; DESERT ROCK 2 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**, Desert Rock Development LLC has filed an application for a Development Agreement in conjunction with the Coachella Desert Research Park II Project, as modified, which allows for the development of a commercial marijuana cultivation complex totaling 505,520 square feet on 20 acres of land located south of Avenue 48, west of Harrison Street, Assessor’s Parcel Number APN (603-110-001) (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); and,

**WHEREAS**, on January 10, 2019 the City gave public notice as required by mailing notices to property owners within at least 300 feet of the Project and 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 November 28, 2018 at which time interested persons had an

# ITEM 12.b.

opportunity 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. 17-02 for the Project and the City has made a determination that the Project will not have a significant impact on the environment and on October 25, 2017 previously adopted a Mitigated Negative Declaration for the Project and the City Council approved an Addendum to the Mitigated Negative Declaration for the project (Conditional Use Permit 280 Modification) pursuant to Resolution No. 2019-01; 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 the regulations 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 Addendum to the Desert Rock 2 Project Initial Study (EA 17-02) 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 serve than those set forth in the addendum to the initial study.

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

**Section 1.** That the City of Coachella 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 13, 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 approves the Development Agreement with Desert Rock

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Development, LLC. for the Desert Research Park II Project, attached hereto as Exhibit “A”.

**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 27<sup>th</sup> day of February 2019.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

# ITEM 12.b.

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 13<sup>th</sup> 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 27<sup>th</sup> day of February, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

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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

\*\*\*\*\*EXHIBIT A\*\*\*\*\*

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_\_(\_\_\_\_<sup>th</sup>) day of \_\_\_\_\_, 2018 (the "Execution Date"), by and between the **CITY OF COACHELLA, a California municipal corporation** (the "City") and **DESERT ROCK DEVELOPMENT, LLC, a California limited liability company** ("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.

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- D. Owner currently owns a fee simple interest in real property considered in this Agreement, which has a development area approximately 20 acres in size, located at 48451 Harrison Street, City of Coachella, County of Riverside, State of California (the "Site"). The Site is identified as Assessor's Parcel Number 603-232-010 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 a parcel map and 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 October 25, 2017, the City approved Tentative Parcel Map 37266 (TPM), a Conditional Use Permit, designated (CUP #280) ("CUP"), and Architectural Review (AR #17-04) ("AR"). An Environmental Initial Study recommending the adoption of a Mitigated Negative Declaration (EA #17-02) ("EA") was prepared and distributed to responsible agencies for review and comment pursuant to the guidelines of the California Environmental Quality Act ("CEQA"). On October 25,

2017 the City also adopted a Mitigated Negative Declaration (MND) addressing the environmental impacts of the foregoing entitlements. On August 1, 2018, Developers applied to City for this Agreement along with Modification No. 1 to Conditional Use Permit No. 280 and Architectural Review 17-04. An application for a Variance (Variance No. 18-05) was also submitted that proposes to exceed the 50 foot height limit in the M-W zone. An addendum to EA 17-02 has also been prepared that analyzes the proposed project modifications, development agreement and variance application. This Agreement, the CUP and AR modifications, EA addendum, MND, Development Agreement, Variance and TPM 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 20 acres. Known as the Coachella Research & Development Park II, 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 will include 6 buildings (totaling approximately 505,520 square feet) which will result in 98,520 square feet of indoor grow building area and 407,000 square feet of greenhouse building area, 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

# ITEM 12.b.

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 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 October 4, 2017, 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 #280 and AR #17-04; a contingency with regard to this Agreement. The City Council reviewed, considered, and approved CUP #280, AR #17-04 and Tentative Parcel Map 37266 on October 25, 2017. 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 November 7, 2018, 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 \_\_\_\_\_, 2018, 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

DESERT ROCK DEVELOPMENT/COACHELLA DEVELOPMENT AGREEMENT—C II

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# ITEM 12.b.

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 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.

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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 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. As applicable:

4.2.1.1 Industrial Buildings. The greater of (i) \$8.00 per square foot annually (\$2.00 per square foot on a quarterly basis) multiplied by the total square footage of the Flowering Room(s) of the Developers’ industrial buildings devoted to Commercial Cannabis Activity, or (ii) two percent (2.00%) for “Cultivation”, which includes any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. Owner and/or Tenants engaged in such activity are considered to be a “Cultivator”. Flowering Room means a room dedicated to indoor growing space where cannabis plants that have reached a specific stage of growth are moved to encourage flowering; and

4.2.1.2 Greenhouses. 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’ Greenhouses, 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 used for the Commercial Cannabis Activity that is enclosed by four solid, opaque walls that may allow for the penetration of sunlight and by transparent or opaque ceilings that allow for the penetration of sunlight, 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

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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.

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.

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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.

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.

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.

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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 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

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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 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

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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 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 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

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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.

**If to Owner:**

Desert Rock Development, LLC  
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.

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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 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").

# ITEM 12.b.

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 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

# ITEM 12.b.

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 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: \_\_\_\_\_, 2018

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: \_\_\_\_\_, 2018

Desert Rock Development, LLC  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

Exhibit "A"

Legal Description

(see attached)

# ITEM 12.b.

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.b.

## 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 2/27/2019

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

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

**SUBJECT:** 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.

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### **STAFF RECOMMENDATION:**

Authorize the City Manager to execute, on behalf of the City Council of the City of Coachella, the Professional Service Agreement Amendment #3 for City Project F-31 Senior Center Expansion for Security Guard Services during the Construction of the Expansion with Powers Security Group in the amount not to exceed \$60,000.00.

### **BACKGROUND:**

The City received five responses in March 2017 to the request for proposals (RFP) in regards to City Security Services. After review of the proposals received, City Staff interviewed the two highest scoring respondents: City National Security and Powers Security Group. On August 9, 2017 Council authorized Powers Security Group to perform security services for several locations within the City to include locking eleven park restrooms and patrolling eleven City facilities every night.

### **DISCUSSION/ANALYSIS:**

This Amendment will extend the service agreement with Powers Security Group to include the time period during the expansion of the senior center to the opening of the newly expanded senior center. Powers Security Group will perform security guard services for the Senior Center Expansion to ensure vandalism and theft are reduced or eliminated.

### **FISCAL IMPACT:**

The Professional Services Agreement for the Senior Center Expansion Amendment #3 with Powers Security Group Inc. in the amount not to exceed \$60,000.00 will be funded from DIF City Project F-31.



City of Coachella  
 Amendment #3 Professional Service Agreement F-31 Senior Center  
 Expansion  
 Power Security Group

1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of February, 2019 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 1515 Sixth Street, Coachella, California 92236 ("City") and Power Security Group, a corporation with its principal place of business at 1180 Olympic Dr. #206, Corona, CA 92881 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

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

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

2.3 Project. City desires to engage Consultant to render such services for the Senior Center Expansion Project F-31 Security Guard Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 **General Scope of Services.** Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Security Guard Services consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 **Term.** The term of this Agreement shall be from **February 13, 2019 to September 1, 2019**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The City shall have the option to extend the term of this

# ITEM 12.c.

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

## 3.2 Responsibilities of Consultant.

### 3.2.1 Control and Payment of Subordinates; Independent Contractor.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement.

Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

Consultant at the request of the City.

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

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

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

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

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

# ITEM 12.c.

Indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

## 3.2.10 Insurance.

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

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

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

(B) **Minimum Limits of Insurance.** Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.10.3 **Insurance Endorsements.** The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) **General Liability.** The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in

connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

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

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

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

# ITEM 12.c.

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

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

## 3.3 **Fees and Payments.**

3.3.1 **Compensation.** Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 **Prevailing Wages.** Consultant is aware of the requirements of California Labor Code Sections 1720, et., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 3.4 **Accounting Records.**

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

### 3.5 **General Provisions.**

#### 3.5.1 **Termination of Agreement.**

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

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

# ITEM 12.c.

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

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

City	Consultant
City of Coachella	Powers Security Group
1515 Sixth Street	1180 Olympic Dr. #206
Coachella, CA 92236	Corona, CA 92881
Attn: Jonathan Hoy, P.E.,	Attn: Sid Hashemi, Director of
City Engineer	Operations

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 **Ownership of Materials and Confidentiality.**

#### 3.5.3.1 **Documents & Data; Licensing of Intellectual Property.**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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

City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

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

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

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

# ITEM 12.c.

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

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

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

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

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

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

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

3.5.18 **Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

3.6 Subcontracting.

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

**[SIGNATURES ON FOLLOWING PAGE.]**

# ITEM 12.c.

## CITY OF COACHELLA

## POWER SECURITY GROUP

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

By: \_\_\_\_\_  
Sid Hashemi, Director of Operations

*Attest:*

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

Approved as to Form:

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

EXHIBIT "A"

SCOPE OF  
SERVICES

- As noted in RFP and Original Contract and Amendments.

# ITEM 12.c.

## EXHIBIT "B"

### SCHEDULE OF SERVICES

- Provide Security Services at the City of Coachella Senior Center Expansion during construction and opening.



Power Security Group PPO#17051

---

**PRICE QUOTE**

Date: 1/29/2019

Arcadis  
City of Coachella  
Senior Center Expansion Project

Contact: Bill Lukehart  
Phone: 602-705-7711

**Mr. Lukehart:**  
Thank you for giving us the opportunity to provide you with a price quote for Security Officer Services. Power Security Group has been providing the Finest Security Officer and Patrol Services in California for over 15 years.

Service	Rate	Estimated cost
Security Officer On-Site	\$22.00 per hour	
<i>All inclusive rate; supervisor oversight, and training</i>		
Total		
Tax		included
Total		
Delivery date		1/29/2019

Details:

5 months of security services

Weekends & Holidays 24/7

Weekdays 6:00 to 6:00

March thru July

For clarification or questions regarding this price quote, please contact me directly.



Sheryl Lyden  
Operations Manager  
951-898-6004

---

1390 W. 6<sup>th</sup> Street #120 \* Corona, Ca 92882  
O: 977-769-3703 PSSCA.COM

EXHIBIT B

EXHIBIT "C"  
COMPENSATION

Annual Amount Not to Exceed: \$60,000.00



ITEM 12.d.





## STAFF REPORT 2/27/2019

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

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

**SUBJECT:** Professional Service Agreement Second Amendment with Arcadis for City Project F-31 Senior Center Expansion in the amount not to exceed \$55,000.00

---

### **STAFF RECOMMENDATION:**

Authorize the City manager to Execute an Amendment to the Professional Service Agreement with Arcadis for City Project F-31 Senior Center Expansion in an amount not to exceed \$55,000.00.

### **BACKGROUND:**

On or about September 14, 2016 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant in the amount of \$300,000.00. On or about June 14, 2017 the City and Consultant entered into Amendment #1 agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant in the amount of \$120,000.00 to add material testing, special inspection and labor compliance monitoring services for the City Library. The parties now desire to amend the Agreement as set forth in this Amendment to add Construction Management Services for the Senior Center Expansion Project.

### **FISCAL IMPACT:**

The Senior Center Expansion is listed in the Approved 2018/19 Capital Improvement Budget. Funding will be allocated from the CIP funds of Street DIF and General Government Facilities DIF.



**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COACHELLA  
AND ARCADIS  
CITY PROJECT F-31 SENIOR CENTER EXPANSION**

THIS SECOND AMENDMENT (Amendment”) is made and entered into this \_\_\_ day of February 2019 by and between the City of Coachella (“City”) and ARCADIS, (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. Recitals.**

- a. On or about September 14, 2016 the City and Consultant entered into that certain agreement entitled “City of Coachella Professional Services Agreement” between the City and Consultant for the City Library in the amount of \$300,000.00
- b. On or about June 14, 2017 the City and Consultant entered into Amendment #1 agreement entitled “City of Coachella Professional Services Agreement” between the City and Consultant in the amount of \$120,000.00 to add material testing, special inspection and labor compliance monitoring services for the City Library.
- c. The parties now desire to amend the Agreement as set forth in this Amendment to Add the Senior Center Expansion.

**2. Amendment.** Section 3.3.1. Compensation, of the Agreement is hereby amended to read as follows:

“3.3.1” Compensation: Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit “A” at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation for Amendment #2 shall not exceed **\$55,000.00 (Fifty Five Thousand Dollars and Zero Cents)** without written approval of the City’s representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

“3.1.2” Term. The term of this Agreement shall be from April 30, 2018 to February 13, 2020, unless earlier terminated as provided herein.

**3. Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

# ITEM 12.d.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
5. **Counterparts.** This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

ITEM 12.d.

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

**CITY OF COACHELLA**

**ARCADIS**

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

By: \_\_\_\_\_  
Miya Linsemeyer, Associate Vice President

*Attest:* \_\_\_\_\_  
Andrea Carranza, Deputy City Clerk

*Approved as to Form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

# ITEM 12.d.

## Exhibit "A"



January 17, 2019

Mr. Jonathan Hoy, City Engineer  
City of Coachella

**RE: City of Coachella Library Project / Senior Center Renovations and Addition – Construction Management Services – Additional Services No.2 – Material Testing, Special Inspections & Construction Management**

Dear Mr. Hoy:

Arcadis is pleased to submit this additional services proposal for providing Material Testing, Special Inspection and Construction Management services for the Coachella Library Project – Senior Center Renovations and Addition.

The following is a summary of the proposed additions to our Construction Management work plan:

**Task 1 – Earthwork Observation and Compaction Testing for Building Pad**

- ✓ Preparation of a 'transfer of geotechnical engineer' responsibility letter
  - Participation in pre-grading meeting
  - Observation of earthwork operations and relative compaction testing
  - Observation of earthwork operations by professional geotechnical staff
  - Perform laboratory tests to determine the pertinent engineering properties of the soils encountered during earthwork
- ✓ Preparation of reports summarizing testing and grading operations
  - Building pad certification
  - Reporting to comply with building and safety

**Task 2 – Earthwork Observation, Compaction Testing, Special Inspection and Materials Testing for Senior Center Building Site and Street Improvements**

- ✓ Earthwork and Site Improvements
  - Observation and relative compaction testing for utility trench backfill, subgrade preparation, aggregate base and paving operations
  - Observation and reporting by professional geotechnical staff
  - Observation of footing excavations for structural improvements
  - Preparation of reports summarizing testing and observation of improvements



- ✓ Special Inspection and material Engineering Services
    - Reinforced steel observation during placement and prior to placement of concrete
    - Reinforced concrete observation and testing/sampling as required
    - Structural field welding and field welding
    - Drilled and/or epoxy adhesive anchors observation and testing
    - Fire proofing periodic inspections and application/density
    - Shear wall fastening and compliance with documents
    - Fabricate, transport and test construction materials
  - ✓ Provide project reports and testing summaries
- Task 3 – Construction Management Services**
- ✓ Provide professional staff to manage construction phase activities
    - Conduct construction progress meetings
    - Monitor and observe construction work in progress
    - Prepare reports, summaries and provide contract administration services

We propose to perform our work on a time & material basis with sub-consultant participation. Updated labor rates will be utilized. Our work will be performed with a not to exceed fee of \$55,000.

Thank you for the opportunity and we look forward to adding value to this important project.

Sincerely,

ARCADIS US, Inc

Bill Lukehart, Principal Project Director / Associate Vice President

# ITEM 12.d.

## **Exhibit “B”**

We propose to perform our work on a time & material basis with sub-consultant participation. Updated labor rates will be utilized. Our work will be performed with a not to exceed fee of \$55,000.

**ITEM 12.e.**





## STAFF REPORT 2/27/2019

**TO:** Honorable Mayor and City Council Members  
**FROM:** Jonathan Hoy, P.E., Assistant City Manager/City Engineer  
**SUBJECT:** Notice of Completion – City of Coachella Library City Project F-20

---

### **STAFF RECOMMENDATION:**

Accept City of Coachella Library City Project F-20 as complete and direct the City Clerk to record the Notice of Completion attached hereto.

### **BACKGROUND:**

The Library Project has been completed. City staff has inspected the project and found the improvements to be in accordance with the plans, specifications, and City standards. ProWest Constructors has completed its responsibilities on the project 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 original design build amount of GMP# 1, GMP# 2, and GMP #3 for the project award was not to exceed \$9,991,348.00, the project has been completed within those GMP amounts.



<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>Angela Zepeda, City Clerk City of Coachella 1515 Sixth Street Coachella, CA 92236</p>	<p>(For Recorders Use)</p>
--	----------------------------

## Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as City of Coachella Library, City Project F-20 has been completed and was accepted by the undersigned awarding authority on the date hereof. The City APN Number is: APN 778-103, -004, -005, -006, -007, -008, -009, -010 & 778-103-011. City of Coachella Library physical address is 1500 Sixth Street, Coachella, Ca. 92236

The contractor on such work was ProWest Constructors and the surety on this bond is Hartford Fire, Casualty, Accident and Indemnity Insurance Company.

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

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

Date: November 5, 2018  
(Date of Completion)

City of Coachella  
(Name of Political Subdivision)

By: \_\_\_\_\_  
Steven 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)



ITEM 12.f.





## STAFF REPORT 2/27/2019

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

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

**SUBJECT:** Authorize the City Manager to Amend the Professional Service Agreement with Oraway Engineering as Amendment No. 1

---

### **STAFF RECOMMENDATION:**

Authorize the City Manager to Amend the Professional Service Agreement with Oraway Engineering as Amendment No. 1 for an additional amount of \$22,033.38 plus 10% contingency of the total contract cost.

### **BACKGROUND:**

On 6/13/2018 City Council authorized a contract agreement with Oraway Engineering for the rehabilitation of the mechanical bar screening facility located at the headworks of the Coachella Sanitary District Wastewater Treatment Plant.

Upon complete dismantling of the bar screen unit, we discovered severe damage to the compactor that sits beneath the bar screen unit. The compactor serves as a conveyance and dewater debris collected by the bar screen. The bar screen and compactor are both original items installed during the plant expansion in 2007.

Facilities downstream of the bar screen facility are negatively impacted due to large amounts of undesirable debris passing through and many hours are spent servicing pumps due to clogging.

### **FISCAL IMPACT:**

There are sufficient funds in the approved budget for the Sanitary District under 361-21-120-10-430-000 to cover the additional work required.





Q U O T A T I O N

FROM  
1045 E. 21ST STREET  
#A  
YUMA AZ 85365

NUMBER N404428

PAGE 1 OF 1

NUMBER N404428

T  
O  
ORAWAY ENGINEERING, INC  
510 VINE AVE  
COACHELLA CA 92336

SHIP TO

ORAWAY ENGINEERING, INC  
510 VINE AVE  
COACHELLA CA 92336

ACCOUNT NO	SALESMAN	SHIP VIA	SHIP DATE	TAX	BRANCH NO	PO / TAG ORDER NUMBER	
151994	G30	QUOTE	30-OCT-18	NYYY	00516		
SEQ.	ITEM DESCRIPTION	ORDERED	BACK ORDERED	SHIPPED	U/M	PRICE	EXTENSION
1	***** QUOTE **** QUOTE ** QUOTE ** QUOTE ** QUOTE ***** ***** QUOTE **** QUOTE ** QUOTE ** QUOTE ** QUOTE ***** YCR 53664 001 POS8-30-32_TRANS SPRKT, CHAIN, SCRW 0 5 WEEK LEAD TIME - MUST SHIP VIA LTL. SHIPPING IS NOT YET REFLECTED WITHIN THIS QUOTE. ITEMS MUST BE PURCHASED USING A CREDIT CARD OR A CERTIFIED CHECK FROM A BANK. THANK YOU AND HAVE A NICE DAY! YCR 53664 002 POS12-13_WEAR STRIPS W/HARDWARE 0	1	0	0	EA	13690.730	13690.73
2	YCR 53664 002 POS12-13_WEAR STRIPS W/HARDWARE 0	1	0	0	EA	1236.930	1236.93
						TAX	1,255.72
INITIAL: JEA		BUYER: N	RESALE:				
QUOTE EXPIRES: 29-NOV-18		CUSTOMER TELEPHONE: (760)791-4383	BUS: (928)782-4733 FAX: (928)343-4044				
							16,183.38

This Quotation Is Expressly Limited To, And Expressly Made Conditional On, Buyer's Acceptance Of Kaman Industrial Technologies Corporation's Terms And Conditions Of Sale Located At WWW.KAMAN.COM/TCS. Seller Objects To Any Different Or Additional Terms. - All Currency is in USA Dollars.



## QUOTATION

### ORAWAY ENGINEERING INC

510 VINE AVENUE.  
COACHELLA, CA 92236.

Quote Number: 111  
Quote Date: November 4, 2018  
Page: 1

Voice: 760-791-4383  
Fax:

Quoted To:
CITY OF COACHELLA. 1515 Sixth Street Coachella, CA 92236.

Customer ID	Good Thru	Payment Terms	Sales Rep
	12/04/18	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1		<b>Bar screen project change order #1</b>		
		Remove, repair compactor parts to rebuilt compactor, see attached quote from Kaman Industrial # N404428.	\$16,183.38	\$16,183.38
1		Labor to remove, repair and install compactor.	\$5,850.00	\$5,850.00
			<b>Subtotal</b>	<b>\$22,033.38</b>
			<b>Sales Tax</b>	
			<b>TOTAL</b>	<b>\$22,033.38</b>





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ITEM 12.f.



-113-



ITEM 12.F.





-115-

ITEM 12.F.



ITEM 12.g.





**STAFF REPORT**  
**2/27/2019**

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

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

**SUBJECT:** Consider 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.

**STAFF RECOMMENDATION:**

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

**BACKGROUND:**

On December 12, 2018, the City Council approved a Reimbursement Agreement with KPC Coachella, LLC for the Kalivale/Desert Lakes Specific Plan and Environmental Impact Report Project. This master-planned community will require a planning and entitlement process that will take 12-18 months. Additionally, City staff has several other deposit-based fee projects that are in process and which have utilized the services of the City's consultant partners. This includes the Desert Rock Development Projects, the Vista Del Agua Specific plan project, and the Coachella Vineyard Estates projects.

**DISCUSSION/ANALYSIS:**

Ron Goldman is an independent consultant that has been previously contracted by the City of Coachella for planning and project management services. Currently, the Planning Division has several development projects in various stages of review and approval processes (i.e., preliminary, entitlement, and plan check), including but not limited to the following:

- a. Vista Del Agua Specific Plan
- b. KPC Coachella Specific Plan
- c. Rootz Café and HOTN Dispensary Applications
- d. Desert Rock Development Cannabis Cultivation Park Modifications
- e. Coachella Green Cannabis Cultivation Park Modifications
- f. Coachella Valley Hotel and Suites Resort

Staff would like to avoid delays in processing of development applications, and stay ahead of the curve on providing good customer service. The Director will continue to monitor ongoing development activity and at the appropriate time, if revenues justify increasing our staff

# ITEM 12.g.

resources the Council will be asked to authorize new civil servant staff. However, at this time it is not anticipated that a full time equivalent position is warranted over the next 12 months. Accordingly, staff is recommending that the City Council authorize the attached Professional Services Agreement with Ron Goldman.

## **ALTERNATIVES:**

- 1) Approve the attached Professional Services Agreement for \$35,000.00 for a 12-month term.
- 2) Approve the attached Professional Services Agreement with modified terms.
- 3) Take no action and provide staff with direction.

## **FISCAL IMPACT:**

The Planning Division has a budgeted allocation for professional services that includes 3rd party consultants like Ron Goldman, and related consultants. In addition to the budgeted amounts, the City uses a global reimbursement agreement and deposit-based fees for longer-term projects that are in need of streamlined review and approval processes. As such, the fiscal impacts of the attached Professional Services Agreement will not have a significant effect on City coffers.

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

Staff recommends Alternative #1 or #2 above.

Attachment: Standard Agreement Letter for Ron Goldman

\*\*\*\*\*STANDARD AGREEMENT LETTER - RON GOLDMAN\*\*\*\*\*

February 28, 2019

Ron Goldman  
7008 Edgewild Drive  
Riverside, CA. 92506

**Re: Letter of Agreement for “2019 Contract Planning Services”**

Dear Mr. Goldman:

This letter shall be our Agreement regarding planning and management services for processing applications for planning approval as described below (“Services”) to be provided by Ron Goldman, a sole proprietorship (“Contractor”) as an independent contractor to the City of Coachella for the various pending projects (“Projects”).

The Services to be provided include the following:

1. Assist City of Coachella staff in a project planner capacity by reviewing, analyzing, processing, and formulating recommendations for applications requesting a Change of Zone, Planned Development overlay approval, Tentative Subdivision Map approval, Conditional Use Permit, Architectural Review, California Environmental Quality Act (CEQA) documents review, Development Agreement negotiations, and other related items for active applications as assigned by the City Manager or designee including, but not limited to, the following:
  - a. Vista Del Agua Specific Plan
  - b. KPC Coachella Specific Plan
  - c. Rootz Café and HOTN Dispensary Applications
  - d. Desert Rock Development Cannabis Cultivation Park Modifications
  - e. Coachella Green Cannabis Cultivation Park Modifications
  - f. Coachella Valley Hotel and Suites Resort
2. Attendance at staff meetings and/or project proponent meetings, as directed by the City Manager and designee. Attendance at Planning Commission and City Council meetings, public hearings, and other meetings as directed by the City Manager or designee.
3. Completion of draft written and graphic documents, and other correspondence as needed to carry out the tasks of “project planner” for Projects as described in Item No. 1 above. This includes but is not limited to, assisting with preparation of written memorandums, staff reports, public notices, notice of city actions, City Council resolutions and ordinances, for completion by City staff.
4. Coordination of schedules, follow up items, budgetary concerns and related items to ensure the City’s cost recovery for processing of Projects described in Item No. 1 above.
5. Assist city staff with proof-reading and editing of draft documents including CEQA screen check draft Mitigated Negative Declarations, Development Agreement documents, and coordination of public notices and requests for agency comments.

# ITEM 12.g.

6. Create and maintain project public websites, including a Facebook page, that contain all project-related public documents and notices, as assigned for a case-by-case basis by the Development Services Director.

The above tasks will be billed on a “time and material” basis based on the following rates:

Contract Planner .....\$120 per hour

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate of \$120.00 for Contract Planner. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed thirty five thousand dollars (\$35,000.00).

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of the Projects, Contractor shall also provide proof of workers’ compensation coverage for such employees which meet all requirements of state law. Contractor shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.

Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the current billing period.

City shall review and pay the approved charges on such invoices in a timely manner. Services on the Projects shall begin as of February 28, 2019 and be completed by February 27, 2020 unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Projects completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor’s Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal

# ITEM 12.g.

proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

Unless otherwise approved by the parties in writing, allowable expenses for the Contract Planner shall be limited to reimbursement of mileage at \$.55 per mile for meetings or site visits as requested by the City. The Contractor's hourly rate may be charged at a maximum of 50% during any travel time associated with tasks regarding Projects.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

**CITY OF COACHELLA**

**CONTRACTOR**

*Approved by:*

*Reviewed and Accepted by Contractor:*

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

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

*Approved as to form:*

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title



ITEM 13.a.





## STAFF REPORT 2/27/2019

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

**FROM:** Carlos Campos, City Attorney  
Andrea Carranza, Deputy City Clerk

**SUBJECT:** Current Requirements for City of Coachella Commissions and Committees

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### **STAFF RECOMMENDATION:**

It is recommended that the City Council give City staff direction as to whether current commission and committee requirements should be left as is or adjusted.

### **BACKGROUND:**

Recently, the Council has had discussions regarding City commissions and committees including what they encompass, appointment, and responsibilities. With that, the Council requested that current requirements including membership criteria and appointment be brought to the Council for further discussion.

### **DISCUSSION:**

There are committees and commissions established by ordinance and subcommittees established by the Council.

#### **Established by Ordinance**

##### **1. Planning Commission**

The City's Planning Commission is governed by Chapter 2.32 of the City's Municipal Code and pursuant to Section 2.32.010 – Commission created - Membership:

“A city planning commission is created. The city planning commission shall consist of five regular members and one alternate member, each of whom shall be appointed by the mayor with the approval of the council. Members of the planning commission may be residents of the city or business persons in the community who do not reside in the city. All members of the city council shall be nonvoting, ex-official members of the commission.”

Currently, members include Mike Etheridge, Denise Delgado, Kimberly Miranda, Atay Ramirez, Mario Zamora, and Damian Davila (Alternate).

# ITEM 13.a.

## 2. Parks and Recreation Commission

The City's Parks and Recreation Commission is governed by Chapter 2.28 of the City's Municipal Code and pursuant to Section 2.28.020 - Appointments:

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

Additionally, pursuant to Section 2.28.040 – Membership:

"Membership on this commission shall be as follows:

- A. The total membership of the commission shall be made up of five adults in the following manner:
  - i. Three adult resident community members appointed by the city council to serve without compensation;
  - ii. The city council shall appoint a member of the city council to serve as a commissioner;
  - iii. The desert recreation district general manager or a designated representative shall serve as a commissioner."

Members include Emmanuel Martinez (City Council), Karina Rodriguez (Desert Recreation District), Arturo Aviles (Community Member), and Denise Delgado (Community Member). Currently, the positions for the third community member and alternate are vacant.

## 3. Utility Users Tax Citizens Oversight Committee

The City's Citizens Oversight Committee is governed by Chapter 4.30 of the City's Municipal Code and pursuant to Section 4.30.030, subsection B Committee Membership:

"The committee shall have five citizen-members appointed by the city council. Committee members shall serve a term of four years. Terms shall be staggered. Appointees shall be residents of the city; however, no member of the committee shall be an elected official for any public entity whose jurisdiction encompasses, in whole or in part, the city. The police chief, fire chief, and one member of city council shall attend committee meetings, but shall not be voting members."

Currently, only Jean Martinez and Mario Zamora serve on the committee while the remaining positions are vacant.

## **Council Subcommittees**

None of the current Council subcommittees were established by resolution or ordinance. As background, the subcommittees evolved following two study sessions in February and March 2015 that were taking too long, especially related to economic development. The Council decided to split up and then report back the following month in April at another study session with Councilmembers volunteering for each subcommittee (two each). At the third meeting in April, Councilmembers decided they preferred the subcommittees and asked to meet regularly and be added to the committee list. Some subcommittees (Engineering, Senior Center, for example) do not need to meet that often, while the Economic Development subcommittee meets on a regular basis due to ongoing agenda items.

Other than Mike Etheridge, who was in attendance representing the Chamber of Commerce at the study sessions and invited by the Mayor Pro Tem at the time to join the Economic Development subcommittee, there are no residents on the subcommittees.

The following are a list of the subcommittees and their members:

### 1. Building/Code Enforcement/Public Safety Subcommittee

Josie Gonzalez, Councilmember  
Megan Beaman Jacinto, Councilmember  
City Manager  
Development Services Director  
City Engineer  
Police Chief  
Battalion Chief  
Finance Director  
Permit Technician (Support Staff)

### 2. Economic Development/Planning Subcommittee

Steven Hernandez, Mayor  
Emmanuel Martinez, Mayor Pro Tem – Chair  
Mike Etheridge, Member  
City Manager  
Development Services Director  
Economic Development Manager  
Finance Director  
Deputy City Clerk (Support Staff)

### 3. Senior Citizens Advisory Subcommittee

Josie Gonzalez, Councilmember  
Philip Bautista, Councilmember  
Finance Director  
Senior Center Coordinator (Support Staff)

# ITEM 13.a.

## 4. Engineering/Public Works/Water-Sewer Subcommittee

Steven Hernandez, Mayor  
Philip Bautista, Councilmember  
City Manager  
Development Services Director  
Economic Development Manager  
Finance Director  
Engineering Department Assistant (Support Staff)

## 5. Sister City Subcommittee – (newly created in December 2018)

Steven Hernandez, Mayor  
Josie Gonzalez, Councilmember  
City Manager  
Economic Development Manager

### ALTERNATIVES:

1. Continue this item and provide staff with direction.

### FISCAL IMPACTS

None.

**ITEM 13.b.**





## STAFF REPORT 2/27/2019

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

**FROM:** Jacob I. Alvarez, Assistant to the City Manager

**SUBJECT:** Resolution No. 2019-11, Approving the City of Coachella Legislative Platform 2019 as Prepared by Ollin Strategies, LLC.

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### **STAFF RECOMMENDATION:**

It is recommended that Council adopt Resolution 2019-11, approving the 2019 City of Coachella Legislative Platform.

### **BACKGROUND:**

The draft 2019 Legislative Platform states that the City values its ability to empower the City to proactively promote state policy and investments that improve the City's governance, protect and enhance public health and safety, enable economic development and other wealth creation, and aide the City in its continued delivery of high quality services to the residents of Coachella. In addition, the City values its authority to exercise local control and to protect and enhance the quality of life for Coachella residents. To that end, the City's primary legislative focus is to protect local government authority and promote stable revenue for local governments to plan for future growth and needed public facilities and services. The 2019 Legislative Platform priority areas are:

- Economic Development
- Transportation
- Fiscal Responsibility
- Land Use
- Public Safety
- Energy
- Environment
- Employee and Labor Relations
- Homelessness

The goals, strategies and priorities outline the approach and process the City will follow in implementing the Legislative Platform. Once approved, the Legislative Platform will allow the City Council and Stagg to respond in a timely manner to pending and possible legislation.

# ITEM 13.b.

**FISCAL IMPACT:**

There will be no fiscal impact.

**EXHIBIT(S):**

1. Draft Legislative Platform
2. Resolution 2019-11, Approving the Legislative Platform

## CITY OF COACHELLA

### LEGISLATIVE PLATFORM

#### Purpose and Scope

The purpose of developing and adopting a Legislative Platform for the City of Coachella is to empower the City to proactively promote state policy and investments that improve the City's governance, protect and enhance public health and safety, enable economic development and other wealth creation, and aide the City in its continued delivery of high quality services to the residents of Coachella.

Specifically, the Legislative Platform will articulate the City's positions on policy matters currently, or anticipated to be, the focus of state legislative or budgetary action across a broad range of policy domains. In so doing, the Legislative Platform will provide the City with a tool to review and adopt the City's position on policy matters as they arise throughout the year. As used in this document, "policy matters" refers broadly to both proposed changes to state statutes, as well as actions to spend or curtail the spending of state resources through the development and implementation of the state budget.

In addition, the Legislative Platform is meant to augment the broad range of goals, policies and programs already adopted and reflected in the City's Strategic Plan, the General Plan, the Municipal Code and other adopted documents.

Finally, and to enable the timely review and disposition of requests for support or opposition of state policy matters by the City, the Legislative Platform articulates a streamlined review and approval process.

#### Review Process

City staff, working in concert with the city's state lobbyist, will review state policy matters as they are introduced throughout the state legislative session. Once city staff determines a proposed or anticipated state policy matter may impact the City, staff will draft a letter outlining the City's position (supporting or opposing the issue). The City Manager will then circulate the letter to the City Council for review.

If a member of the Council raises an objection, the position letter will be placed on the next City Council agenda for consideration. If, however, there is no objection, staff will finalize the position letter for the Mayor's signature. Once signed, staff will forward the letter to the bill's author, the League of California Cities, and other stakeholders staff or the city's lobbyist deem appropriate. A copy of the final letter will be distributed to the City Council and posted on the City's website.

As the policy matter moves through the state legislative process, the City's lobbyist will keep staff apprised of the policy matter's status and will deliver testimony before legislative committees outlining the city's position when appropriate.

# ITEM 13.b.

## Legislative Platform

### 2018-2019 State Legislative Session

#### **Economic Development**

1. Support legislation that enhances the city's ability to attract and retain local businesses, and encourages business expansion and retention through job creation, investment in capital equipment and employer facility development.
2. Support legislation that provides incentives (tax benefits, grants, loans, credits for affordable units) to local agencies in order to rehabilitate residential and commercial properties.
3. Support legislation that establishes funding tools, such as tax increment financing and developer incentives, that the city can use to increase affordable housing, and affordable and reliable transit and infrastructure.
4. Support legislation to enhance regional equity by directing regional governing entities to prioritize investment of state dollars on projects that reduce regional disparity through increased economic development in underdeveloped communities.
5. Oppose legislation that erodes the ability of the city to condition and deny projects that inadequately mitigate impacts to the community.
6. Oppose legislation that fails to acknowledge the value of low and moderate-density housing in non-urban communities.

#### **Transportation**

1. Support legislation to reform how regional governing entities distribute state transportation dollars by prioritizing projects that reduce regional disparities in underdeveloped communities.
2. Support legislation to create a nexus between state transportation funding and transportation projects that enable cities to meet their Regional Housing Needs Assessment (RHNA) goals.
3. Support appropriations of monies directly to cities for the preservation, maintenance, rehabilitation, and development of local street and road systems.
4. Support legislation to appropriate funding for the construction of the I-10/Avenue 50 Interchange Project, and the SR-86/Avenue 50 Interchange Project.
5. Support legislation or regulations that provide local agencies with funding and flexibility in complying with the measures established by SB 375, including allowing regional entities to comply with reduction targets for greenhouse gas emissions through alternate means than those currently identified.

#### **Fiscal Responsibility**

1. Support full cost reimbursement to the City for all state and county-mandated programs.
2. Support legislation that strengthens and expands ongoing revenue for the City.
3. Oppose legislation that would impose State mandated costs for which there is no guarantee of local reimbursement or offsetting benefits.
4. Oppose any change in revenue allocations that would negatively (current or future) affect the city.

# ITEM 13.b.

5. Oppose legislation that undermines and preempts local authority over local taxes and fees.

## **Land Use**

1. Support legislation that establishes funding for design and construction of new park developments in under serviced regions and/or that assist underserved populations including children and adults with disabilities and senior citizens.
2. Support funding for the development and rehabilitation of infrastructure in parks, libraries, public right of ways, and similar neighborhood and community serving facilities.
3. Oppose legislation and regulatory efforts that would diminish or eliminate the authority of cities to zone and plan for the development of telecommunications infrastructure, including the siting of cellular communications towers or transmission sites.

## **Public Safety**

1. Support efforts to maintain permanent, sufficient Public Safety Realignment funding and establish an equitable county allocation formula in order for local governments to adequately manage the shifting of inmates from state prisons to local jails.
2. Support legislation and funding for youth related prevention and intervention programs, including after school educational and recreational programs.
3. Support efforts that strengthen local law enforcement's ability to prevent and fight crime.
4. Support legislation that minimizes substance-related criminal behavior and underage substance abuse.
5. Oppose legislation that would impede local law enforcement from addressing crime problems and recovering costs resulting from a crime committed by the guilty party.

## **Energy**

1. Support legislation that allows flexibility in the City's effort to cost- effectively meet energy goals.
2. Support legislation that keeps funding for public benefits programs in local communities.
3. Support legislation that enables grant funding to cities deploying energy efficient lighting technologies to meet new electrical loads.

## **Environment**

1. Support legislation that allows flexibility and substantial grant funding in meeting chromium-6 limits when chromium-6 levels are found to occur naturally.
2. Support modernization and streamlining of the California Environmental Quality Act and prevent abuse of the law for non-environmental causes.
3. Oppose legislation that imposes undue hardship on local agencies to implement environmental regulations.
4. Oppose actions by Regional Water Quality Control Boards that impose mandates on cities that exceed state or federal regulations and/or are outside their jurisdictional authority to impose or enforce

# ITEM 13.b.

## **Employee and Labor Relations**

1. Support reform measures that provide sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.
2. Support legislation that streamlines the Workers' Compensation system and makes it easier for employers, employees, and health care providers to navigate.

## **Homelessness**

1. Support legislation and local, state, and federal programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness including, preventing homelessness for those at-risk; providing emergency and transitional housing; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.

**RESOLUTION NO. 2019-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ADOPTING THE CITY OF COACHELLA LEGISLATIVE PLATFORM 2019.**

**WHEREAS**, the Legislative Platform (“Platform”) for the City of Coachella for 2019 allows City Staff to respond quickly in support of, or in opposition to, legislative issues based on Coachella’s core values and City Council goals, especially in time-sensitive situations; and

**WHEREAS**, the Platform also permits City Staff to connect and communicate with legislators regarding issues and impacts from the City’s perspective; and

**WHEREAS**, the Platform is an evolving document that changes due to City needs and conditions as well as federal, state, county and local priorities and activities.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** that the City Council of the City of Coachella adopts the City of Coachella Legislative Platform 2019 attached hereto as Exhibit A; and

**SECTION 2.** that the Mayor or his or her designee is authorized to sign letters of opposition or letters of support, as drafted by City Staff for legislation as long as they are consistent with the Platform.

**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day of February, 2019.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

# ITEM 13.b.

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

ITEM 13.b.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-11 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27<sup>th</sup> day of February, 2019, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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



**ITEM 13.c.**





**STAFF REPORT**  
**2/27/2019**

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

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

**SUBJECT:** Resolution No. 2019-12, Preliminarily Considering the Issuance of Coachella Financing Authority Lease Revenue Refunding Bonds, Series 2019A and Appointing Financial and Legal Consultants

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**STAFF RECOMMENDATION:**

It is recommended that the City Council adopt Resolution 2019-12, Preliminarily Considering the Issuance of Coachella Financing Authority Lease Revenue Refunding Bonds, Series 2019A (“2019 Bonds”) and Appointing Financial and Legal Consultants in Connection with the Proposed Refunding of California Communities Gas Tax Revenue Certificates of Participation, Series 2008A.

**BACKGROUND:**

On April 22, 2008, the California Statewide Communities Development Authority issued the Gas Tax Revenue Certificates of Participation, Series 2008A (“2008A COPs”) in the amount of \$14,655,000. The 2008A COPs financed certain local roadway projects and street resurfacing projects in the City of Coachella (the “City”) and the City of Indio. The City’s share of the issuance amount was \$7,205,000 with a final maturity on 6/1/2038.

The 2008A COPs were originally secured by gas tax revenues allocated to the City. Following an audit in 2014, the State Controller’s Office deemed the use gas tax revenues ineligible for repayment of the City’s portion of the 2008A COPs. The City has used general fund revenues as source of repayment since this time. The City’s portion of the 2008A COPs, or approximately \$5.5 million currently outstanding, may be refinanced to generate interest rate savings for the City.

**DISCUSSION/ANALYSIS:**

The municipal interest rate environment continues to be at favorable levels. By issuing the 2019 Bonds to refinance the outstanding principal of the 2008A COPs, cash flow savings of approximately \$800,000 can be generated without extending the current maturity date of the 2019 Bonds beyond the final maturity of the 2008A COPs. These savings figures assume the use of a reserve fund surety policy and are also subject to bond market conditions at the time of the bond sale. The 2019 Bonds will be issued in an aggregate principal of approximately \$5.5

# ITEM 13.c.

million and will have a final maturity date of 6/1/2038, to match the final maturity date of the 2008A COPs.

The 2008A COPs may be redeemed on any date. The refunding proceeds would be put into a short escrow in order to call the 2008A COPs on the earliest date possible.

## **Lease Revenue Bond Structure**

The 2019 Lease Revenue Bonds will be structured as a lease-leaseback financing between the City and the Coachella Public Financing Authority. The Authority is a City-controlled joint powers authority consisting of the City and the Successor Agency to the Coachella Redevelopment Agency and was originally formed to facilitate bond financing. The use of lease revenue bonds is commonly used by cities in California to finance general fund supported projects. The structure of the 2019 Bonds will be similar to the 2016 Bonds previously issued to finance the library facility.

Under a “lease revenue bond” financing, the City leases certain City-owned assets to the Authority in exchange for the Authority’s assistance in issuing the 2019 Bonds. The Authority leases these assets back to the City for a fixed annual rental payment. These rental payments would be pledged by the Authority toward repayment of annual 2019 Bond payments (in a like amount). The City’s rental payments will be payable from the City’s General Fund and are subject to abatement in the event that the City does not have beneficial use of the leased properties.

The 2019 Bonds are anticipated to be secured by the same pool of city assets as the 2016 Bonds, including leases on the Corporate Yard Office and Warehouse, Fire Station, and Boxing and Fitness Center. Based on a preliminary analysis, it is expected that this group of lease assets has sufficient rental value to support the lease financing structure.

In addition, contingent on prevailing market conditions at the time of sale, the 2019 Bonds may be structured with bond insurance and surety debt service reserve fund policy.

The City financing team anticipates setting a date to price and sell the 2019 Bonds and determine the final interest rate structure in spring 2019.

The City’s financing team of Urban Futures, Inc. as financial advisor, Orrick Herrington & Sutcliffe LLP, as bond counsel, Stifel, Nicolaus & Company, Incorporated, as bond underwriter, Best, Best & Kreiger as disclosure counsel, Nixon Peabody as underwriter’s counsel, and MUFG Union Bank, N.A., Los Angeles, California, as trustee, are proposed. The fees of all firms will be entirely contingent upon a completion of the financing.

## **FISCAL IMPACT:**

The proposed 2019 Bonds will generate estimated cash flow savings of approximately \$750,000 net of all costs of issuance, and the term of the 2019 Bonds will not exceed the term of the 2008A COPs being refunded. The source of repayment for the 2019 Bonds would continue to be the City’s general fund.

# ITEM 13.c.

## Attachments:

1. Resolution 2019-12



**RESOLUTION NO. 2019-12****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**

**WHEREAS**, the City of Coachella (the “City”) previously determined that the design, acquisition and construction of certain roadway improvements and street resurfacing, (as more fully described in the herein defined Installment Sale Agreement, the “Project”) is necessary and proper for, and for the common benefit of, the City, and under the terms of applicable law, the payment for such Project may be made from motor vehicle fuel tax revenues received by the City from the State of California, and deposited into the Gas Tax Fund, as defined in the Installment Sale Agreement;

**WHEREAS**, in order to achieve a lower net interest cost and lower costs of issuance in connection with financing the acquisition of the Project, the City determined to participate with the California Statewide Communities Development Authority (“CSCDA”) in the California Communities Gas Tax Accelerated Street Improvement Program (the “Program”) established by CSCDA to finance street improvement projects, such as the Project;

**WHEREAS**, pursuant to the Program, CSCDA acquired and constructed the Project for, and sold the Project to, the City, pursuant to a 2008 Installment Sale Agreement by and between the City and CSCDA (the “Installment Sale Agreement”);

**WHEREAS**, pursuant to a Trust Agreement, among CSCDA, the City and Wells Fargo Bank, National Association, as trustee (the “Trustee”), the Trustee executed and delivered the California Communities Gas Tax Revenue Certificates of Participation, Series 2008A (the “Certificates”), which evidence and represent proportionate and undivided interests in the installment sale payments made under the Installment Sale Agreement;

**WHEREAS**, the Installment Sale Agreement provides that the City may prepay from any source of available funds as a whole or in part on any date, on or after June 1, 2018, all or any part of the principal amount of the unpaid 2008 Installment Sale Payments becoming due on or after June 1, 2019;

**WHEREAS**, City staff and advisors have considered and preliminarily determined that the Certificates can be refinanced achieving significant interest rate savings;

**WHEREAS**, the Coachella Financing Authority (the “Authority”) is a joint exercise of powers authority duly organized and existing under and pursuant to that certain Joint Exercise of Powers Agreement by and between the City and the Coachella Redevelopment Agency (the

# ITEM 13.c.

“Agency”), under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), and is authorized pursuant to Article 4 of the Act to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations to provide financing and refinancing for capital improvements of member entities of the Authority;

**WHEREAS**, the City, by and through the Authority, now desires to proceed with the issuance of the Authority’s Lease Revenue Refunding Bonds (the “Refunding Bonds”), payable from rental payments to be made from legally available funds of the City, other than from motor vehicle fuel tax revenues received by the City from the State of California, and deposited into the Gas Tax Fund, with the proceeds of such Refunding Bonds to be used to prepay the installment payments and thereby refund the outstanding Certificates; provided reasonable interest rate savings can be obtained through such refunding; and

**WHEREAS**, the City now desires to appoint members of the City’s financing team to prepare documents and to assist with the performance of such acts as may be necessary or desirable to effect the offering, sale and issuance of the Refunding Bonds;

**NOW, THEREFORE**, the City Council of the City of Coachella (the “City Council”) does hereby resolve as follows:

**Section 1.** The foregoing recitals herein contained are true and correct and the City Council so finds.

**Section 2.** The City is hereby authorized to proceed with the refunding of the outstanding Certificates for savings.

**Section 3.** The Mayor, the City Manager and the Finance Director are hereby authorized to take whatever action may be necessary to carry out the purposes of this Resolution.

**Section 4.** The City is hereby authorized to recover its costs of issuance with respect to the Refunding Bonds including the cost of reimbursing the City for staff time and costs spent with respect to the Refunding Bonds.

**Section 5.** Stifel, Nicolaus & Company, Incorporated is hereby appointed as Underwriter, Orrick, Herrington and Sutcliffe LLP is hereby appointed as Bond Counsel, Best Best & Krieger LLP is hereby appointed Disclosure Counsel and Urban Futures, Inc. is hereby appointed as Municipal Advisor in connection with the proposed issuance of Refunding Bonds. The City Manager and the Finance Director are each individually authorized to execute contracts for such services and any other related services as may be required to prepay the installment payments and to defease and/or refund the outstanding Certificates proposed to be refunded through the issuance of the Refunding Bonds.

**Section 6.** The officers and staff of the City are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents,

# ITEM 13.c.

which in consultation with Orrick, Herrington & Sutcliffe LLP, they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any and all such actions previously taken by such officers or staff members are hereby ratified and confirmed.

**Section 7.** This Resolution shall be in full force and effect upon its adoption.

**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day of February, 2019.

---

Steven A. Hernandez  
Mayor

**ATTEST:**

---

Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

# ITEM 13.c.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-12 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27<sup>th</sup> day of February, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Andrea J. Carranza, MMC  
Deputy City Clerk

ITEM 13.d.





**STAFF REPORT**  
**2/27/2019**

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

**FROM:** Jacob I. Alvarez, Assistant to the City Manager

**SUBJECT:** 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.

**STAFF RECOMMENDATION:**

It is recommended that Council approve the \$100,000 contribution to the Coachella Valley Association of Governments CV Housing First Program

**BACKGROUND:**

**CVAG Homelessness Request for Funding-**

On February 8, 2019, City Manager Bill Pattison received a letter from the Coachella Valley Association of Governments (CVAG) Executive Director to consider a financial contribution to support regional homelessness efforts.

CVAG has been working collaboratively with Riverside County Supervisor V. Manuel Perez and the Desert Healthcare District/Foundation to create a continued partnership and work to end homelessness in the Coachella Valley.

The CVAG Homelessness Committee hosted Barbara Poppe at its January 16<sup>th</sup> meeting. Ms. Poppe presented the results of a study that was commissioned by the District/ Foundation, along with recommendations to advance the end homelessness in the Coachella Valley. Attached is a memo that summarizes her immediate recommendations. As a result of the meeting, the CVAG Homelessness Committee, along with the District/Foundation, are eager to begin the work.

CVAG and District/Foundation staffs have worked closely to determine best steps forward. First, the report recommends the establishment of a Collaborative to bring stakeholders together collectively with the same common understanding. At the same time, the District/Foundation board, per the January 22nd board meeting, is considering funding three staff positions suggested by Barbara Poppe to initiate the collaborative work. To continue momentum, both staffs have explored options to align their work and is recommending a conservative short-term approach. Supervisor Perez has offered to CVAG and the District/Foundation the appointment of Greg Rodriguez, his Government Relations and Public Policy Advisor, to work as the Executive Director of the Collaborative. Under this arrangement, Mr. Rodriguez would dedicate 75 percent of his time to align and initiate the Collaborative work. The County would compensate Mr.

# ITEM 13.d.

Rodriguez for 25 percent of his salary and benefits, and for his time spent on behavioral health, physical health and housing which are all integral to addressing homelessness and play key roles in the collaborative. A request would be made to the District/ Foundation Board to fund the remainder of the costs.

Second, Ms. Poppe recommends keeping focus on those living on the streets and seeking emergency shelter. As it pertains specifically to CV Housing First, Ms. Poppe recommends immediately shifting prevention focus to diversion efforts through outreach and resource line. Diversion (also known as Assisted Rapid Response) is providing immediate emergency assistance using problem solving counseling to navigate through a person's housing crisis and mediating with family, friends, or other supporting organization or persons to assist this person immediately, rather than entering shelter.

In fiscal year 2017-18 the City was approached by the Coachella Valley Association of Governments and the Desert Healthcare District to assist in contributing to the CV Housing First Program in the amount of \$103,000. Based on this contribution, the Desert Healthcare District/Foundation matched up to \$100,000.

## **FISCAL IMPACT:**

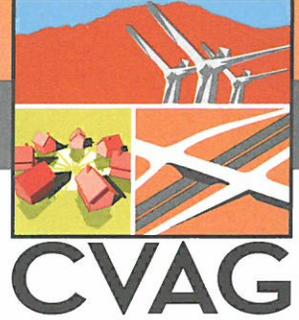
This will cause a fiscal impact of \$100,000 for fiscal year 2018-19 which will come out of fund balance reserves.

## **EXHIBIT(S):**

1. CVAG Funding Request Letter

# COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

73-710 Fred Waring Dr., Suite 200, Palm Desert, CA 92260 · (760) 346-1127 · www.cvag.org



February 8, 2019

Mr. Bill Pattison  
City Manager  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

Dear Mr. Pattison,

On December 18, 2018, the Desert Healthcare District/Foundation approved a dollar-for-dollar match contribution of a minimum of \$100,000 per city to regional efforts to end homelessness in the Coachella Valley. CVAG and the District/Foundation are asking for a \$100,000 contribution from the City of Coachella for FY 18/19 to jumpstart these collaborative efforts, with CV Housing First serving as its foundation.

Most recently, the CVAG Homelessness Committee, Chair Sabby Jonathan, and Supervisor V. Manuel hosted Barbara Poppe, a nationally-known expert in homelessness, to share a study she completed for the District/Foundation, which was based on consensus recommendations and her expertise in ending homelessness in the Coachella Valley. Ms. Poppe highlighted two immediate data-driven recommendations to accelerate ending homelessness situations now.

The first recommendation builds on CVAG's member jurisdictions' commitments to regional homelessness solutions through CV Housing First and augments collaborative efforts by starting collective impact network to include additional stakeholders. The initial effort is in partnership with CVAG, District/Foundation, the Riverside County Executive Office, and the Riverside County Continuum of Care.

The second recommendation is to scale up immediate emergency assistance efforts (diversion/assisted rapid response) by the Coachella Valley's providers who serve those living on the streets. The data shows that these efforts, coupled with flexible funds can help up to 80 percent of those who are homeless avoid being in a shelter and off the streets. This is also the most cost-effective of the homelessness solution models, costing ten-times less than stays in emergency shelter and are almost 15 percent more successful in ending homelessness.

CVAG will continue to work in partnership with the District/Foundation to move forward the implementation of these recommendations. We have attached a memorandum from Barbara Poppe to summarize her recommendations. We look forward to the City of Coachella's contribution to continue regional efforts to end homelessness in the Coachella Valley.

Please Make Check Payable to: Coachella Valley Association of Governments (Tax ID #: 33-0105726)  
73-710 Fred Waring Drive, Suite 200  
Palm Desert, CA 92260

Should you have any questions, or should the City Council desire a presentation, please feel free to contact my staff, Cheryl Dahlin, at (760) 346-1127. Thank you.

Sincerely,

Tom Kirk  
Executive Director

:attachment

cc: President Jennifer Wortham, DrPH, Desert Healthcare District

# ITEM 13.d.

Barbara Poppe and associates

The collective for impact

## Memorandum

Date: January 25, 2019

To: CVAG Homelessness Committee

cc: Tom Kirk

From: Barbara Poppe  
Barbara Poppe and Associates

RE: Recommendations on Homelessness in the Coachella Valley

I would like to thank the CVAG Homelessness Committee for hosting me at their recent meeting to share the consensus report and my recommendations to advance the end of unsheltered homelessness in the Coachella Valley. Tom asked me to provide you with a memo summarizing my key findings and the recommendations, which **are grouped into the “consensus” recommendations** below based on discussions with the community stakeholder groups as well as my personal/professional recommendations.

**My recommendations are rooted in the “Housing First” model.** This approach to ending homelessness centers on providing people experiencing homelessness with housing as quickly as possible – and providing services as needed rather requiring participation in services before entry into housing. The keys to success are providing immediate crisis response, increasing housing solutions and aligning all efforts.

Most significant amongst my findings was that the Coachella Valley already provides a disproportionate share of temporary crisis beds for Riverside County:

- **18%** of the general population lives in the Coachella Valley
- **26%** of unsheltered homeless people reside in the Coachella Valley
- **63% of all emergency shelter beds are located in the Coachella Valley**
- **58% of all transitional housing beds are located in the Coachella Valley**

The data indicates that a high percentage of emergency shelter and transitional beds are likely used by those from outside of the Coachella Valley. The overall data on annual shelter utilization also suggests that emergency shelter beds are not fully utilized during the year.

### CONSENSUS RECOMMENDATIONS

1. Financial supporters like CVAG/County/Cities and the Desert Healthcare District/Foundation should structure all investments to focus on data-driven results.
2. Public funding should be targeted towards helping unsheltered people who are from the Coachella Valley.
3. Establish the Coachella Valley **Collaborative to End Homelessness** to bring together public and private sectors, homeless providers, community-based organizations and funding partners to work toward a functional end to homelessness. This Collaborative should be charged with implementing the full set of consensus recommendations.
4. Shift homeless prevention programs to provide immediate assistance to those on the streets (Diversion/Assisted rapid resolution). This is the most cost-effective strategy that Coachella Valley providers could employ immediately. By assisting people through problem-solving counseling, it is possible to divert them away from homelessness and more expensive interventions like emergency shelter. The data from other communities shows that diversion/assisted rapid resolution efforts can help 40-80 percent of those who are homeless avoid needing a shelter bed or on the streets.

Barbara Poppe and associates

The collective for impact

5. Expand permanent housing options through rapid rehousing, permanent supportive housing and affordable rental housing.

#### MY PERSONAL/PROFESSIONAL RECOMMENDATIONS

1. Expanding on recommendation #1, above, public money should not be “given” to non-profits with no strings attached like a charitable gift. Public moneys should be invested based on data and results and not as a reaction to “success stories,” however compelling those stories may be.
2. CVAG should continue the CV Housing First program, as the foundational program but expanding to include multiple providers. Collaboration and common data should be required, until the Coachella Valley Collaborative has been established.
3. Consistent with recommendation #2 and #4, above, shift funding from the existing “prevention” program to assisted rapid resolution of homelessness and use these resources to helping homeless people who are already living in the Coachella Valley.
4. Before expanding emergency shelter beds to western Coachella Valley, the recommendations above should take place, otherwise a bottleneck will keep occurring in your emergency shelters, resulting in people remaining in homelessness. Taking these crucial steps together will help propel the Coachella Valley in achieving results for ending homelessness for unsheltered residents.

Again, I would like to send my appreciation to the Coachella Valley for their continued commitment to ending homelessness. The “north star” for the Coachella Valley Collaborative to End Homelessness should be to bring a functional end to homelessness – making it rare, brief and non-recurring. The residents of neighborhoods across the Coachella Valley – those who are housed and those who are without – should be able to see the first-hand impact of this effort over the next few years.



ITEM 13.e.





**STAFF REPORT**  
**2/27/2019**

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

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

**SUBJECT:** 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, 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.

**STAFF RECOMMENDATION:**

- 1) Approve 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 Fund for the Capital Improvements of the Senior Center expansion.
- 2) Authorize the City Manager to Execute Contract Change Order No. 3 in an amount not to exceed \$2,148,293.00 with ProWest Constructors for the Building Construction Phase (GMP 5) of the Senior Center expansion.

**DISCUSSION/ANALYSIS:**

The proposed improvements to the Senior Center located at 1540 7th Street includes: 7th Street parking improvements, new water feature at the end of the Library Paseo Promenade, ADA and drop off parking upgrades, updated restrooms, added lockers, updated building finishes, the addition of a ‘family’ restroom and a 2,000 sq. ft. expansion of programming space.

On September 14, 2016, the City Council selected Prowest/gkkworks as the City’s Design Build Team for the new library project and authorized the City Manager to negotiate an agreement with the Prowest/gkkworks Team. The City has established three Guaranteed Maximum Price (GMP) phases of work; the design phase (GMP 1), the demolition/site improvement phase (GMP 2) and the Building Construction phase (GMP-3). Each of these phases/GMPs required a separate negotiated fee.

On June 13, 2018 the City Council approved Change Order 3 (GMP-4) consisting of Pre-Construction and Design Services. Change order 4 (GMP-5) will authorize the Construction phase of the Senior Center expansion project.

# ITEM 13.e.

## **FISCAL IMPACT:**

Resolution No. 2019-13 will provide for an intra fund transfer in an amount of \$2,148,293.00 from the General Fund to the General Facilities DIF. These funds will be repaid by future General Facilities DIF collection.



**City of Coachella  
Library/Senior Center  
F-20(F-31)**

**CONTRACT CHANGE ORDER NO. 04- Page 1 of 1 (GMP #5)**

**To ProWest Constructors**

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

**NOTE: This change order is not effective until approved by the City Manager**

Provide description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

**Change requested by Owner**

The last percentage shown is the net accumulated increase or decrease from the original in the Engineer's Estimate.

For description of work, see attached final Senior Center Addition . Street Improvements and Original Contract, GMP#5 will require new PO number

TOTAL AMOUNT OF CHANGE ORDER NO. 04 GMP #5	\$ 2,148,293.00
The Original GMP#1 Contract Sum was	\$ 800,000.00
Net Change by Previously Authorized Request and Changes	\$ 9,491,027.00
The Contract Sum Prior to this Change Order was	\$10,291,027.00
The Contract Sum Will Be increased by	\$ 2,148.293.00
The New Contract Sum Including This Change Order	\$ 12,439,320.00

Change Order #5 will be complete by September 30, 2019 adding **(253 Calendar Days)**.

Cost: **\$2,148,293.00**

**(Two Million One Hundred Forty-Eight Thousand Two Hundred Ninety-Three Dollars and Zero Cents)**

It is further understood and agreed that this adjustment constitutes compensation in full on behalf of the Contractor and its Subcontractors and Suppliers for all costs and markups directly or indirectly attributed for the change ordered, for all delays related thereto, for all extended overhead costs, and for performance of the change within the time frame stated

All other contract work remains unchanged.

Request by: \_\_\_\_\_  
Lynn Germain, Senior Management Analyst

Date: 02-27-19

Approval Recommended By: \_\_\_\_\_  
Jonathon Hoy, City Engineer

Date: 02-27-19

Approved by: \_\_\_\_\_  
William B. Pattison Jr., City Manager

Date: 02-27-19

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date \_\_\_\_\_ Contractor: ProWest Constructors

By \_\_\_\_\_ Title \_\_\_\_\_

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

HC-5 Word7.0 (Rev.10/01)



CITY OF COACHELLA  
NEW LIBRARY PROJECT  
DESIGN-BUILD CONTRACT

1.1 Contract for Design and Construction.

This Design-Build Contract is effective as of the 9<sup>th</sup> day of January 2016<sup>17</sup>, by and between City of Coachella, a municipal corporation organized and existing under the laws of the State of California ("City"), and ProWest PCM, Inc. dba ProWest Constructors, a California corporation ("Design-Build Entity").

The parties agree as follows:

- A. Design-Build Entity, for and in consideration of the payment to be made to Design-Build Entity as hereinafter provided, shall furnish all plant, labor, technical and professional design services, supervision, materials and equipment, other than such materials and equipment as may be specified to be furnished by City, and perform all operations necessary to complete the Work in strict conformance with the Contract Documents (defined below) for the public work of improvement titled:

**NEW LIBRARY PROJECT**

Design-Build Entity is an independent contractor and not an agent of City. The Design-Build Entity and its surety shall be liable to City for any damages arising as a result of the Design-Build Entity's failure to comply with this obligation.

- B. The Design-Build Entity is made up of Matthew Greiner, gkkworks (License No. C27137, which shall function as the designer and Architect/Engineer of Record for the Project and provide all architectural/engineering design services, and ProWest Constructors (License No. 706619), which shall function as the Design Builders for the Project and provide all construction services for the Project together with its chosen subcontractors. For purposes of this Contract, Randy Craig, President, ProWest Constructors, shall execute the Contract on behalf of the Design-Build Entity and shall have the authority to make all decisions necessary on behalf of the Design-Build Entity. Notwithstanding the foregoing, City of Coachella may accept bonds naming the Design-Build Entity as principal and professional liability insurance naming the member of the Design-Build Entity designated for design/architectural services as named insured.

Design-Build Entity shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California.

- C. The Design-Build Entity shall provide and perform the Work as set forth herein. The Design-Build Entity Services shall be performed and completed in a series of sequential Phases generally described as: Design/Pre-Construction, Construction, and Post-Construction. The scope of the Design-Build Entity's Services and obligations during each phase of the Design-Build Entity Services shall be as set forth herein. All of the Design-Build Entity Services during the Construction Phase

# ITEM 13.e.

shall be performed or provided by or under the control of an individual employed by the Design-Build Entity and who is properly qualified and licensed under applicable California law, and acceptable to the City.

- D. Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in City's Notice to Proceed with construction. The Design-Build Entity shall complete all Work required by the Contract Documents within **532 calendar days** from the commencement date stated in the Notice to Proceed to a Project Completion.

By its signature hereunder, Design-Build Entity agrees the Guaranteed Design and Construction duration reasonable to complete the Work. The Work shall also be timely completed for the following three milestone completion dates:

1. The Design/Pre-Construction Phase shall be completed no later than 212 Calendar Days from Contract Execution and issuance of Notice To Proceed.
2. The Design/Pre-Construction Phase and Construction Phase shall be completed no later than 532 Calendar Days from Notice to Proceed .
3. The Post-Construction Phase shall be completed no later than 30 Calendar Days after construction completion.

The Design-Build Entity agrees that it shall be liable to the City for liquidated damages in an amount of \$1,500 per day for each and every calendar day beyond the Guaranteed Design and Construction duration and each milestone date set forth above that completion of the milestone has not been achieved at the Project Site. If Work is not completed by the milestone dates or GCD, it is understood that the City will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of the Design-Build Entity's failure to complete the Work, and therefore the Design-Build Entity shall pay to the City the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due the Design-Build Entity may be retained to cover liquidated damages.

- E. City shall pay to the Design-Build Entity as full compensation for the performance of GMP 1 Design and Preconstruction Phase of the project the sum of \$800,000. Payment shall be made as set forth in the General Conditions and special conditions. Unless otherwise stated in the Contract Documents, the GMP shall pay for all costs and expenses required to perform design and provide preconstruction services of the Project including City Contingency/Allowances for survey, geotechnical report, hazardous material survey, FF&E design or other services as approved by City approved.

Design-Build Entity shall immediately upon Notice to proceed to enter into a request for proposals to procure Design-Build Subcontractors for the following trades: Mechanical, Electrical, Fire Protection, Plumbing and Landscaping.

The Design Build Entity will provide abatement and demolition ("GMP 2"), on or about February/March 2017, subject to the approval of the City. Design-Build Entity shall propose a Final GMP for the remaining construction ("GMP 3") on or about

May/June, 2017, subject to the approval of the City.

As included in established GMP's, the City will establish an Owner's Contingency/Allowance. City Owned Contingency/Allowance shall be for the exclusive use of City as needed to pay for unforeseen conditions and/or City added scope of work for the Project. City must authorize any use of these contingency funds in writing before the Design-Build Entity shall be entitled to any compensation from City Owned Contingency/Allowance. Design-Build Entity shall be responsible at all times for tracking and accounting for any expenditure of City Owned Contingency. Any City Owned Contingency remaining at Project completion shall remain the sole property of City. Other than City Owned Contingency/Allowance, the rest of the GMP is the sum payable to the Design-Build Entity to design and construct the Project. The Design-Build Entity is not entitled to mark up and apply general conditions, fees and profits to City's Contingency/Allowance authorization.

- F. Design-Build Entity shall provide indemnification and defense as set forth in the General Conditions.
- G. No oral agreement or conversation with any representative or employee of City, either before or after the execution of the Contract shall affect or modify any of the terms or obligations herein contained. This Contract constitutes the entire agreement between the parties hereto and no changes, alterations or modifications hereof shall be effective unless in writing and signed by City.
- H. The "Contract Documents" include only the following documents, each of which is incorporated into this Contract by reference:

- Request for Qualifications ("Request") and all addenda, attachments and appendices

- Design-Build Entity Statement of Qualifications in response to Request for Qualifications

- Request for Proposal ("RFP") and all addenda, attachments and appendices

- Design-Build Contract and all addenda

- General Conditions

- Special Conditions

- General Requirements

- Scope of Work Clarification Statement

- City approved Change Orders

- Attachment 1 to this Contract – Design-Build Entity Proposal in response to RFP

- Attachment 2 to this Contract - Design Professional Rate Schedule for Extra Work

- Attachment 3 to this Contract - Performance Bond

- Attachment 4 to this Contract - Payment Bond

# ITEM 13.e.

Attachment 5 to this Contract - Escrow Agreement for Security (optional)

Completed and approved Construction Documents in accordance with the General Conditions

The Design-Build Entity shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of a conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions.

- I. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Design-Build Entity shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.
- J. By my signature hereunder, as Design-Build Entity, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
- K. The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. The Design-Build Entity may not either voluntarily or by action of law, assign any obligation assumed by the Design-Build Entity hereunder without the prior written consent of City.
- L. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

City:  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

DESIGN-BUILD ENTITY:  
ProWest Constructors  
22710 Palomar Street  
Wildomar, CA 92595

Attn: Jonathan Hoy, City Engineer

Attn: Randy Craig

Any notice so given shall be considered received by the other party seven (7) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- M. The persons executing this Contract on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

By: *William B. Pattison, Jr.*

Printed Name: William B. Pattison, Jr.

Title: City Manager \_\_\_\_\_

Dated: 1/9/17

Approved As to Form

*[Signature]* Deputy City Clerk

DESIGN-BUILD ENTITY

By: *Randy Craig*  
(Authorized Representative of Design-Build Entity)

Printed Name: Randy Craig

Title: President  
(Attach Acknowledgment for Authorized Representative of Design-Build Entity)

License No. 706619

Dated: 12/23/16

Attest:

END OF CONTRACT

*Andrea Cavanza*  
City Clerk 1/9/2017

*Deputy*

# ITEM 13.e.

**ATTACHMENT 1  
DESIGN-BUILD ENTITY PROPOSAL IN RESPONSE TO RFP**

February 19, 2019

Mr. Jonathon Hoy, City Engineer  
City of Coachella  
1515 6<sup>th</sup> Street  
Coachella, CA 92236

**SUBJECT:** Coachella Library Change Order Request #4 - Senior Center Addition  
Construction Services – GMP 5

Dear Mr. Hoy,

Thank you for inviting ProWest Constructors to submit a change order request for Construction Services, and Fee for the Coachella Senior Center Addition. We appreciate this opportunity and are ready to proceed immediately. We are planning to team once again with the same subcontractors who built the Coachella Public Library.

**Project Definition**

1. We understand that the City of Coachella would like to construct a 2,000 square foot addition to the Eleanor Senior Center located at 1540 7<sup>th</sup> Street, Coachella, CA 92236. The addition will include 3 single user restrooms, 1 shower, multipurpose rooms, new flatwork, enhanced landscape and offsite parking on 7<sup>th</sup> Street per plans submitted to City of Coachella dated December 7, 2018.
2. Re-Plastering of the existing Senior Center, repainting of exterior of the existing Senior Center, repainting of the interior existing Senior Center except for storage and electrical rooms, removal of carpet in existing Senior Center, and new flooring of existing Senior Center with LVT to match the new addition flooring with rubber base except for the Kitchen, bathrooms, storage room and electrical rooms. Please note that where there is linoleum tile LVT will be placed directly on top. Furnishings, décor, pictures, etc. shall be moved by City.
3. The City will pay directly for the FF&E.

**Construction Services**

1. After construction permit is issued and final price approval, change orders will be issued to subcontractors and construction will commence, with an anticipated start date of March 4, 2019 and substantial completion date of September 13, 2019 for Senior Center Addition. Closeout will be completed one month later.
2. Construction Services will include onsite ProWest Constructors staff consisting of a full-time superintendent and part time project manager.

**Fee**

1. Construction Services: Total GMP Fee of Two Million One Hundred Forty-Eight Thousand Two Hundred Ninety-Three Dollars (\$2,148,293.00).

# ITEM 13.e.

Mobilization, construction supervision and management, through final completion.

- a. General Conditions per month - \$36,175 x (7) months of construction and (1) month of project closeout = \$289,400.
  - b. ProWest Construction Fee of 6.65% (included in Fee).
  - c. ProWest General Liability Insurance (included in GC's).
  - d. Builder's risk insurance (Included in GC's).
  - e. General Contractor Payment and Performance Bonds (Included in GC's).
  - f. Architectural and Civil Engineering construction administration (included in Fee).
  - g. Site Topo survey (included in Construction Services Fee).
  - h. Geotechnical Report costs (included in Fee).
  - i. Appropriate contingencies for construction and for the owner (included in Fee).
  - j. Construction services shall be added to the original contract via change order, once the Final Price is approved by the City.
2. The following items are excluded from our COR, but can be added if required:
- a. FF&E Design costs
  - b. Permit fees
  - c. Plan check fees
  - d. Plan reproduction costs until final permit is received
  - e. Utility connection fees
  - f. Utility relocation fees
  - g. Utility usage costs
  - h. Utility potholing offsite
  - i. FF&E
  - j. Testing and special inspections including soils.
  - k. Job site security guard
  - l. Phasing of construction
  - m. ADA upgrades outside the scope of work area
  - n. Site Utility or ALTA Surveys.
  - o. Cabinets and Millwork
  - p. Exterior Tile
  - q. VETM Floor testing
  - r. Window Awnings
  - s. Fire Sprinklers
  - t. Storm Drain

Thank you once again for the opportunity to submit this COR and we look forward to working with the City of Coachella.

Sincerely,  
**ProWest Constructors**



Jeff Stolzoff  
Senior Project Manager

CONTINUATION SHEET

City of Coachella Senior Center - GMP #5

APPLICATION NO:  
 APPLICATION DATE:  
 PERIOD TO:  
 INVOICE:  
 ARCHITECT'S PROJECT NO:

A ITEM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D TRANSFER	E REVISED SCHEDULED VALUE	G WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN D OR E)	I TOTAL COMPLETED AND STORED TO DATE (D + E + F)		J BALANCE TO FINISH (E - G + I)	K RETAINAGE AT 5%
					F FROM PREVIOUS APPLICATION	G THIS PERIOD		% COMPLETE	% COMPLETE		
1	General Conditions (8 Months)	\$ 289,400.00	\$0.00	\$ 289,400.00				\$0.00	0%	\$ 289,400.00	\$0.00
2	General Requirements	\$ 60,840.00	\$0.00	\$ 60,840.00				\$0.00	0%	\$ 60,840.00	\$0.00
3	Demolition	\$ 49,311.00	\$0.00	\$ 49,311.00				\$0.00	0%	\$ 49,311.00	\$0.00
4	CIP Concrete & Reinforcing	\$ 125,195.00	\$0.00	\$ 125,195.00				\$0.00	0%	\$ 125,195.00	\$0.00
5	Masonry	\$ 17,400.00	\$0.00	\$ 17,400.00				\$0.00	0%	\$ 17,400.00	\$0.00
6	Miscellaneous Steel	\$ 26,866.00	\$0.00	\$ 26,866.00				\$0.00	0%	\$ 26,866.00	\$0.00
7	Rough Carpentry	\$ 132,000.00	\$0.00	\$ 132,000.00				\$0.00	0%	\$ 132,000.00	\$0.00
8	Insulation	\$ 6,600.00	\$0.00	\$ 6,600.00				\$0.00	0%	\$ 6,600.00	\$0.00
9	Roofing	\$ 97,000.00	\$0.00	\$ 97,000.00				\$0.00	0%	\$ 97,000.00	\$0.00
10	Flashing & Sheet Metal	\$ 53,857.00	\$0.00	\$ 53,857.00				\$0.00	0%	\$ 53,857.00	\$0.00
11	Doors, Frames, Hardware & Installation	\$ 18,000.00	\$0.00	\$ 18,000.00				\$0.00	0%	\$ 18,000.00	\$0.00
12	Glass & Aluminum	\$ 29,100.00	\$0.00	\$ 29,100.00				\$0.00	0%	\$ 29,100.00	\$0.00
13	Lath & Plaster	\$ 113,120.00	\$0.00	\$ 113,120.00				\$0.00	0%	\$ 113,120.00	\$0.00
14	Drywall	\$ 41,410.00	\$0.00	\$ 41,410.00				\$0.00	0%	\$ 41,410.00	\$0.00
15	Tile	\$ 34,615.00	\$0.00	\$ 34,615.00				\$0.00	0%	\$ 34,615.00	\$0.00
16	Flooring	\$ 50,821.00	\$0.00	\$ 50,821.00				\$0.00	0%	\$ 50,821.00	\$0.00
17	Acoustical Ceilings	\$ 17,500.00	\$0.00	\$ 17,500.00				\$0.00	0%	\$ 17,500.00	\$0.00
18	Painting	\$ 37,400.00	\$0.00	\$ 37,400.00				\$0.00	0%	\$ 37,400.00	\$0.00
19	Specialities	\$ 5,954.00	\$0.00	\$ 5,954.00				\$0.00	0%	\$ 5,954.00	\$0.00
20	Flagpole Relocation	\$ 4,375.00	\$0.00	\$ 4,375.00				\$0.00	0%	\$ 4,375.00	\$0.00
21	Signage	\$ 2,715.00	\$0.00	\$ 2,715.00				\$0.00	0%	\$ 2,715.00	\$0.00
22	Window Shades	\$ 3,764.00	\$0.00	\$ 3,764.00				\$0.00	0%	\$ 3,764.00	\$0.00
23	Plumbing	\$ 113,177.00	\$0.00	\$ 113,177.00				\$0.00	0%	\$ 113,177.00	\$0.00
24	HVAC & Controls	\$ 53,776.00	\$0.00	\$ 53,776.00				\$0.00	0%	\$ 53,776.00	\$0.00
25	Electrical	\$ 65,226.00	\$0.00	\$ 65,226.00				\$0.00	0%	\$ 65,226.00	\$0.00
26	Grading	\$ 60,697.00	\$0.00	\$ 60,697.00				\$0.00	0%	\$ 60,697.00	\$0.00
27	Site Concrete	\$ 115,268.00	\$0.00	\$ 115,268.00				\$0.00	0%	\$ 115,268.00	\$0.00
28	Asphalt Paving & Striping	\$ 59,431.00	\$0.00	\$ 59,431.00				\$0.00	0%	\$ 59,431.00	\$0.00
29	Landscape & Irrigation	\$ 93,694.00	\$0.00	\$ 93,694.00				\$0.00	0%	\$ 93,694.00	\$0.00
30	Site Utilities	\$ 16,000.00	\$0.00	\$ 16,000.00				\$0.00	0%	\$ 16,000.00	\$0.00
* SUBTOTAL		\$ 1,794,512.00	\$ -	\$ 1,794,512.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,794,512.00	\$0.00

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ITEM 13.e.

CONTINUATION SHEET

ITEM 13.e.

City of Coachella Senior Center - GMP #5

APPLICATION NO:  
 APPLICATION DATE:  
 PERIOD TO:  
 INVOICE:  
 ARCHITECT'S PROJECT NO:

A ITEM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D TRANSFER	E REVISED SCHEDULED VALUE	F WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN D OR E)	I TOTAL COMPLETED AND STORED TO DATE (D + E + F)		J BALANCE TO FINISH (E - G + I)	K RETAINAGE AT
					FROM PREVIOUS APPLICATION	THIS PERIOD		% COMPLETE			
31	Design, Code & Bid Changes	\$22,431.00	\$0.00	\$ 22,431.00		\$0.00		\$0.00	0%	\$ 22,431.00	\$0.00
32	Temporary Utilities & Constructability Items	\$ 125,616.00	\$0.00	\$ 125,616.00		\$0.00		\$0.00	0%	\$ 125,616.00	\$0.00
33	Subcontractors Bonds	\$ 35,890.00	\$0.00	\$ 35,890.00		\$0.00		\$0.00	0%	\$ 35,890.00	\$0.00
34	City Contingency	\$ 35,890.00	\$0.00	\$ 35,890.00		\$0.00		\$0.00	0%	\$ 35,890.00	\$0.00
35	DBE Fee	\$ 133,954.00	\$0.00	\$ 133,954.00		\$0.00		\$0.00	0%	\$ 133,954.00	\$0.00
<b>SUBTOTAL ORIGINAL CONTRACT</b>		<b>\$ 2,148,293.00</b>	<b>\$0.00</b>	<b>\$ 2,148,293.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$2,148,293.00</b>	<b>\$0.00</b>

CHANGE ORDERS:

36	Change Order	\$ -		\$ -	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
37	Change Order	\$ -		\$ -	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
<b>TOTAL CHANGE ORDERS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>#DIV/0!</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL CONTRACT</b>		<b>\$ 2,148,293.00</b>	<b>\$0.00</b>	<b>\$ 2,148,293.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$2,148,293.00</b>	<b>\$0.00</b>

Current Amount Due: \$0.00  
 Balance to Finish: \$2,148,293.00

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ID	Task Mode	Task Name	Duration	Start	Finish	January												February												March												April												May												June												July												August												September												October												November																																																																																																																																																																																																																									
						1/23	1/24	1/25	1/26	1/27	1/28	1/29	1/30	1/31	2/1	2/2	2/3	2/4	2/5	2/6	2/7	2/8	2/9	2/10	2/11	2/12	2/13	2/14	2/15	2/16	2/17	2/18	2/19	2/20	2/21	2/22	2/23	2/24	2/25	2/26	2/27	2/28	2/29	3/1	3/2	3/3	3/4	3/5	3/6	3/7	3/8	3/9	3/10	3/11	3/12	3/13	3/14	3/15	3/16	3/17	3/18	3/19	3/20	3/21	3/22	3/23	3/24	3/25	3/26	3/27	3/28	3/29	3/30	3/31	4/1	4/2	4/3	4/4	4/5	4/6	4/7	4/8	4/9	4/10	4/11	4/12	4/13	4/14	4/15	4/16	4/17	4/18	4/19	4/20	4/21	4/22	4/23	4/24	4/25	4/26	4/27	4/28	4/29	4/30	5/1	5/2	5/3	5/4	5/5	5/6	5/7	5/8	5/9	5/10	5/11	5/12	5/13	5/14	5/15	5/16	5/17	5/18	5/19	5/20	5/21	5/22	5/23	5/24	5/25	5/26	5/27	5/28	5/29	5/30	5/31	6/1	6/2	6/3	6/4	6/5	6/6	6/7	6/8	6/9	6/10	6/11	6/12	6/13	6/14	6/15	6/16	6/17	6/18	6/19	6/20	6/21	6/22	6/23	6/24	6/25	6/26	6/27	6/28	6/29	6/30	7/1	7/2	7/3	7/4	7/5	7/6	7/7	7/8	7/9	7/10	7/11	7/12	7/13	7/14	7/15	7/16	7/17	7/18	7/19	7/20	7/21	7/22	7/23	7/24	7/25	7/26	7/27	7/28	7/29	7/30	7/31	8/1	8/2	8/3	8/4	8/5	8/6	8/7	8/8	8/9	8/10	8/11	8/12	8/13	8/14	8/15	8/16	8/17	8/18	8/19	8/20	8/21	8/22	8/23	8/24	8/25	8/26	8/27	8/28	8/29	8/30	8/31	9/1	9/2	9/3	9/4	9/5	9/6	9/7	9/8	9/9	9/10	9/11	9/12	9/13	9/14	9/15	9/16	9/17	9/18	9/19	9/20	9/21	9/22	9/23	9/24	9/25	9/26	9/27	9/28	9/29	9/30	10/1	10/2	10/3	10/4	10/5	10/6	10/7	10/8	10/9	10/10	10/11	10/12	10/13	10/14	10/15	10/16	10/17	10/18	10/19	10/20	10/21	10/22	10/23	10/24	10/25	10/26	10/27	10/28	10/29	10/30	10/31	11/1	11/2	11/3	11/4	11/5	11/6	11/7	11/8	11/9	11/10	11/11	11/12	11/13	11/14	11/15	11/16	11/17	11/18	11/19	11/20	11/21	11/22	11/23	11/24	11/25	11/26	11/27	11/28	11/29	11/30	12/1	12/2	12/3	12/4	12/5	12/6	12/7	12/8	12/9	12/10	12/11	12/12	12/13	12/14	12/15	12/16	12/17	12/18	12/19	12/20	12/21	12/22	12/23	12/24	12/25
1	Project Milestones	Project Milestones	175 days	1/14/19	9/17/19	Project Milestones																																																																																																																																																																																																																																																																																																																																																	
2	Bid Documents Available	Bid Documents Available	1 day	1/14/19	1/14/19	1/14 Bid Documents Available																																																																																																																																																																																																																																																																																																																																																	
3	Bidding Period	Bidding Period	10 days	1/14/19	1/25/19	1/14 Bidding Period																																																																																																																																																																																																																																																																																																																																																	
4	Bids Received	Bids Received	1 day	1/28/19	1/28/19	1/28 Bids Received																																																																																																																																																																																																																																																																																																																																																	
5	Prepare GMP # 5 Budget	Prepare GMP # 5 Budget	5 days	1/29/19	2/4/19	1/29 Prepare GMP # 5 Budget																																																																																																																																																																																																																																																																																																																																																	
6	GMP #5 Approval	GMP #5 Approval	2 days	2/27/19	2/28/19	2/27 GMP #5 Approval																																																																																																																																																																																																																																																																																																																																																	
7	Issue Contracts Priority A	Issue Contracts Priority A	3 days	3/1/19	3/5/19	3/1 Issue Contracts Priority A																																																																																																																																																																																																																																																																																																																																																	
8	Issue Contracts Priority B	Issue Contracts Priority B	5 days	3/6/19	3/12/19	3/6 Issue Contracts Priority B																																																																																																																																																																																																																																																																																																																																																	
9	CM Compliance	CM Compliance	7 days	9/2/19	9/10/19	9/2 CM Compliance																																																																																																																																																																																																																																																																																																																																																	
10	Substantial Completion	Substantial Completion	1 day	9/11/19	9/11/19	9/11 Substantial Completion																																																																																																																																																																																																																																																																																																																																																	
11	FF & E / Owner Move In	FF & E / Owner Move In	5 days	9/11/19	9/17/19	9/11 FF & E / Owner Move In																																																																																																																																																																																																																																																																																																																																																	
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14	Bidding - GMP 5	Bidding - GMP 5	10 days	1/15/19	1/28/19	Bidding - GMP 5																																																																																																																																																																																																																																																																																																																																																	
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41	Subcontractor Submittal / Procurement	Subcontractor Submittal / Procurement	31 days	3/6/19	4/17/19	Subcontractor Submittal / Procurement																																																																																																																																																																																																																																																																																																																																																	
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173																																																																																																																																																																																																																																																																																																																																																							
174	Construction	Construction	143 days	3/4/19	9/20/19	Construction																																																																																																																																																																																																																																																																																																																																																	
195																																																																																																																																																																																																																																																																																																																																																							
196	Building	Building	109 days	3/4/19	8/5/19	Building																																																																																																																																																																																																																																																																																																																																																	
197	Exterior Building	Exterior Building	102 days	3/4/19	7/25/19	Exterior Building																																																																																																																																																																																																																																																																																																																																																	
198	Mobilization	Mobilization	5 days	3/4/19	3/8/19	3/4 Mobilization																																																																																																																																																																																																																																																																																																																																																	
199	Survey Demo Limits / Over Excavation Limits	Survey Demo Limits / Over Excavation Limits	1 day	3/11/19	3/11/19	3/11 Survey Demo Limits / Over Excavation Limits																																																																																																																																																																																																																																																																																																																																																	
200	Demolition of AC and Trash Enclosure	Demolition of AC and Trash Enclosure	3 days	3/12/19	3/14/19	3/12 Demolition of AC and Trash Enclosure																																																																																																																																																																																																																																																																																																																																																	
201	Over Excavate Building Pad	Over Excavate Building Pad	10 days	3/15/19	3/28/19	3/15 Over Excavate Building Pad																																																																																																																																																																																																																																																																																																																																																	
202	Survey Building Corners	Survey Building Corners	1 day	3/29/19	3/29/19	3/29 Survey Building Corners																																																																																																																																																																																																																																																																																																																																																	
203	Concrete Layout/Excavate/ Form	Concrete Layout/Excavate/ Form	7 days	4/1/19	4/9/19	4/1 Concrete Layout/Excavate/ Form																																																																																																																																																																																																																																																																																																																																																	
204	Electrical Underground	Electrical Underground	4 days	4/10/19	4/15/19	4/10 Electrical Underground																																																																																																																																																																																																																																																																																																																																																	
205	Plumbing Underground	Plumbing Underground	4 days	4/10/19	4/15/19	4/10 Plumbing Underground																																																																																																																																																																																																																																																																																																																																																	
206	Mechanical Underground	Mechanical Underground	4 days	4/10/19	4/15/19	4/10 Mechanical Underground																																																																																																																																																																																																																																																																																																																																																	
207	Rebar/Hardware	Rebar/Hardware	2 days	4/16/19	4/17/19	4/16 Rebar/Hardware																																																																																																																																																																																																																																																																																																																																																	
208	Concrete Foundations	Concrete Foundations	1 day	4/18/19	4/18/19	4/18 Concrete Foundations																																																																																																																																																																																																																																																																																																																																																	
209	Grade/Form/Rebar SOG	Grade/Form/Rebar SOG	5 days	4/19/19	4/25/19	4/19 Grade/Form/Rebar SOG																																																																																																																																																																																																																																																																																																																																																	
210	Place SOG	Place SOG	1 day	4/26/19	4/26/19	4/26 Place SOG																																																																																																																																																																																																																																																																																																																																																	
211	Concrete Cure Time	Concrete Cure Time	7 days	4/29/19	5/7/19	4/29 Concrete Cure Time																																																																																																																																																																																																																																																																																																																																																	
212	Strip SOG Forms	Strip SOG Forms	2 days	5/8/19	5/9/19	5/8 Strip SOG Forms																																																																																																																																																																																																																																																																																																																																																	
213	Lath Exterior/Weep Scream	Lath Exterior/Weep Scream	5 days	6/3/19	6/7/19	6/3 Lath Exterior/Weep Scream																																																																																																																																																																																																																																																																																																																																																	
214	Sheet Metal/Flashing	Sheet Metal/Flashing	5 days	6/10/19	6/14/19	6/10 Sheet Metal/Flashing																																																																																																																																																																																																																																																																																																																																																	
215	Stucco Scratch Coat	Stucco Scratch Coat	4 days	6/17/19	6/20/19	6/17 Stucco Scratch Coat																																																																																																																																																																																																																																																																																																																																																	
219	Stucco Brown Coat	Stucco Brown Coat	4 days	6/21/19	6/26/19	6/21 Stucco Brown Coat																																																																																																																																																																																																																																																																																																																																																	
220	Stucco Color Coat	Stucco Color Coat	7 days	6/27/19	7/8/19	6/27 Stucco Color Coat																																																																																																																																																																																																																																																																																																																																																	
216	Roof Tile	Roof Tile	3 days	7/3/19	7/8/19	7/3 Roof Tile																																																																																																																																																																																																																																																																																																																																																	
217	Flat Roof	Flat Roof	5 days	7/9/19	7/15/19	7/9 Flat Roof																																																																																																																																																																																																																																																																																																																																																	
221	Exterior Caulking/Sealants	Exterior Caulking/Sealants	1 day	7/9/19	7/9/19	7/9 Exterior Caulking/Sealants																																																																																																																																																																																																																																																																																																																																																	
222	Exterior Painting	Exterior Painting	4 days	7/10/19	7/15/19	7/10 Exterior Painting																																																																																																																																																																																																																																																																																																																																																	
218	Set Mechanical Equipment	Set Mechanical Equipment	1 day	7/16/19	7/16/19	7/16 Set Mechanical Equipment																																																																																																																																																																																																																																																																																																																																																	
223	Exterior Electrical Trim	Exterior Electrical Trim	2 days	7/16/19	7/17/19	7/16 Exterior Electrical Trim																																																																																																																																																																																																																																																																																																																																																	



ID	Task Mode	Task Name	Duration	Start	Finish	Gantt Chart																														
						January	February	March	April	May	June	July	August	September	October	November																				
273	■	Set Trash Enclosure Gates	1 day	7/29/19	7/29/19	7/29 ■ Set Trash Enclosure Gates																														
274	■	Parking Lot Sealing	3 days	7/30/19	8/1/19	7/30 ■ Parking Lot Sealing																														
275	■	Striping and Signage	2 days	8/2/19	8/5/19	8/2 ■ Striping and Signage																														
175	■	Offsite Site Work	34 days	8/6/19	9/20/19	Offsite Site Work																														
176	■	Survey Demo Limits and C&G	1 day	8/6/19	8/6/19	8/6 ■ Survey Demo Limits and C&G																														
177	■	Demolition	3 days	8/7/19	8/9/19	8/7 ■ Demolition																														
178	■	Test Soil	15 days	8/12/19	8/30/19	8/12 ■ Test Soil																														
179	■	Grading C&G and Sidewalk	3 days	8/12/19	8/14/19	8/12 ■ Grading C&G and Sidewalk																														
180	■	Curb and Gutter	3 days	8/15/19	8/19/19	8/15 ■ Curb and Gutter																														
183	■	Place Sleeving - Irrigation, Electrical, Plumbing	1 day	8/15/19	8/15/19	8/15 ■ Place Sleeving - Irrigation, Electrical, Plumbing																														
184	■	Relocate Water Meter	1 day	8/15/19	8/15/19	8/15 ■ Relocate Water Meter																														
187	■	Flagpole Footing	1 day	8/15/19	8/15/19	8/15 ■ Flagpole Footing																														
189	■	Fountain Footing	5 days	8/15/19	8/21/19	8/15 ■ Fountain Footing																														
188	■	Relocate Flagpole	1 day	8/16/19	8/16/19	8/16 ■ Relocate Flagpole																														
181	■	Parkway Drains	2 days	8/20/19	8/21/19	8/20 ■ Parkway Drains																														
185	■	AC Patch	1 day	8/20/19	8/20/19	8/20 ■ AC Patch																														
186	■	Signage and Striping	1 day	8/21/19	8/21/19	8/21 ■ Signage and Striping																														
182	■	Concrete Cross Gutter	2 days	8/22/19	8/23/19	8/22 ■ Concrete Cross Gutter																														
190	■	Place Fountain	1 day	8/22/19	8/22/19	8/22 ■ Place Fountain																														
191	■	Concrete Flatwork	3 days	8/23/19	8/27/19	8/23 ■ Concrete Flatwork																														
192	■	Handicap Ramps / Truncated Domes	3 days	8/28/19	8/30/19	8/28 ■ Handicap Ramps / Truncated Domes																														
193	■	Soil Prep	3 days	9/2/19	9/4/19	9/2 ■ Soil Prep																														
194	■	Landscaping and Irrigation	12 days	9/5/19	9/20/19	9/5 ■ Landscaping and Irrigation																														



**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 FUND FOR THE CONSTRUCTION OF THE COACHELLA SENIOR CENTER EXPANSION (GMP-5).**

**WHEREAS**, the City Council has authorized the construction of the Coachella Senior Center in the amount of \$2,148,293.00 to accommodate projected increase demands on City services caused by the City's growth; and

**WHEREAS**, the City maintains a General Facilities Impact Fee Fund in which the City deposits the proceeds from its General Facilities impact fees, a fee paid by developers within the City to fund City Senior Center facilities required to accommodate new growth; and

**WHEREAS**, the current balance within the General Facilities Impact Fee Fund is insufficient to fund the necessary improvements to the expansion of the senior center; and

**WHEREAS**, the City Council has determined it is desirable to proceed at this time with construction of the senior center facilities and to transfer the necessary funds from the general fund to the General Facilities Impact Fee Fund, subject to repayment, as additional new General Facilities impact fees are collected from developers.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DOES HEREBY DETERMINE, ORDER AND RESOLVE, AS FOLLOWS:**

The City Council hereby authorizes a transfer from the general fund to the General Facilities Impact Fee Fund in the amount of \$2,148,293.00 subject to simple interest on the unpaid principal balance thereof, computed at a rate per annum equal to the average monthly rate earned by the City from its investments in the "Local Agency Investment Fund" from the date of payment to the date of repayment. The loan will be repaid to the general fund as additional new general facilities impact fees are collected. Payments will be applied to interest first.

**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day of February, 2019.

---

Steven A. Hernandez  
Mayor

# ITEM 13.e.

**ATTEST:**

---

Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

---

Carlos Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-13 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27<sup>th</sup> day of February, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Andrea J. Carranza, MMC  
Deputy City Clerk



ITEM 13.f.





**STAFF REPORT**  
**2/27/2019**

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

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

**SUBJECT:** 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

---

**STAFF RECOMMENDATION:**

- 1) Approve 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
- 2) Authorize the City manager to Execute a Construction Contract Change Order No. 2 with ORR Builders in an amount not to exceed \$145,000.00.

**DISCUSSION/ANALYSIS:**

On April 12th 2017 the City Council authorized McFadden Architects to prepare construction documents for the new Permit Center located at the northeast corner of Avenue 54 and Enterprise way. McFadden Architects has completed their preliminary design and cost estimate. This design proposes a new interior layout to accommodate an expanded lobby area for ‘One-Stop’ permit processing and the installation of a multipurpose hearing room. The proposed improvements include a new concrete parking lot, site landscaping, entry structure, roof and wall insulation, exterior windows & doors, security fencing, interior paint & flooring, cabinets & shelving, plumbing & fire sprinkler upgrades, LED lighting fixtures & electrical networks, heating and AC systems, and signage and furnishings.

On July 12, 2018 the City awarded the project to ORR Builders for the construction of the Coachella Permit Center. Orr builders are on schedule to complete the project in March 2019. During construction additional work was required to meet code and safety requirements. This work included concrete replacement around the building to provide ADA access, electrical upgrades to support the new IT electrical room and pavement rehabilitation within the parking lot. Therefore, the City has requested a change order to include the necessary improvements to complete the project.

# ITEM 13.f.

## **FISCAL IMPACT:**

The improvements will be funded by general government development impact fees (DIF). Resolution No. 2019-14 will provide for an intra transfer of funds from the General Fund to the General Government DIF. These funds will be repaid by future General Fund DIF collection. \$145,000 will be used for Orr Builders' Change Order No. 2.



**City of Coachella  
Permit Center  
F-28**

**CONTRACT CHANGE ORDER NO. 02- Page 1 of 1**

**To Orr Builders**

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

**NOTE: This change order is not effective until approved by the City Manager**

Provide description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

**Change requested by Owner**

The last percentage shown is the net accumulated increase or decrease from the original in the Engineer's Estimate.

Additional electrical, concrete and pavement work as described in the attached Change Order Summary

TOTAL AMOUNT OF CHANGE ORDER NO. 02	\$ 145,000.00
The Original Contract Sum was	\$ 1,580,000.00
Net Change by Previously Authorized Request and Changes	\$ 84,000.00
The Contract Sum Prior to this Change Order was	\$ 1,664,000.00
The Contract Sum Will Be increased by	\$ 145,000.00
The New Contract Sum Including This Change Order	\$ 1,809,000.00

The Contract Completion Time will be increased by **0 Days**.

Cost: **\$145,000.00**

**(One Hundred Forty-Five Thousand Dollars and Zero Cents)**

It is further understood and agreed that this adjustment constitutes compensation in full on behalf of the Contractor and its Subcontractors and Suppliers for all costs and markups directly or indirectly attributed for the change ordered, for all delays related thereto, for all extended overhead costs, and for performance of the change within the time frame stated

All other contract work remains unchanged.

Request by: \_\_\_\_\_  
Lynn Germain, Senior Management Analyst

Date: 02-27-19

Approval Recommended By: \_\_\_\_\_  
Jonathon Hoy, City Engineer

Date: 02-27-19

Approved by: \_\_\_\_\_  
William B. Pattison Jr., City Manager

Date: 02-27-19

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date \_\_\_\_\_ Contractor Orr Builders

By \_\_\_\_\_ Title \_\_\_\_\_

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

HC-5 Word7.0 (Rev.10/01)

**Change Order No.02 City of Coachella, Permit Center**

**City Project no. F-28**



Developing *Visions*  
into Landmarks



**CHANGE ORDER REQUEST**

TO: City Of Coachella  
ATTN: Gordon Fisher and Jonathan Hoy  
1515 Sixth Street  
Coachella, CA 92236

Date: 11/28/18  
C.O.R. No. 5(R1)  
Cost Code: 3020  
Job No. 933-18  
Project: Coachella Permit Center

Orr Builders is to provide all labor, materials, tools, equipment and supervision necessary to complete the following work:

Additional work requested by Owner:

Demo existng non-ADA compliant concrete sidewalk on Norht and East sides of building and replace with ADA complaint walk way per RFI-14 (subcontractor support attached) \$ 32,805.00

Subtotal	\$ 32,805.00
Contractors O.H./Fee 15%	\$ 4,920.75
Bond Fee 2.5%	\$ 820.13
<b>Total This Request</b>	<b>\$ 38,545.88</b>

*(Note: This Change Order Request adds (7) working days (additional time) to the Contractors Original Contract. All included herein is to be completed under the same "General Terms & Conditions" as is the original executed Contract Agreement)*

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

Approved By: \_\_\_\_\_  
Brian Orr, President/CEO

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

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

# ITEM 13.f.

**RECEIVED**

By Orr Builders at 8:07 am, Nov 26, 2018



**RMC**  
CONSTRUCTION, INC.

CA LIC. NO. 782663

BID PROPOSAL #022043

NOVEMBER 21, 2018

PROJECT NAME: CITY OF COACHELLA PERMIT CENTER  
ADDRESS: 53998 ENTERPRISE WAY, COACHELLA, CA 92236  
TYPE: DAY WORK, PREVAILING WAGE - DIR #1000040724, NON-UNION

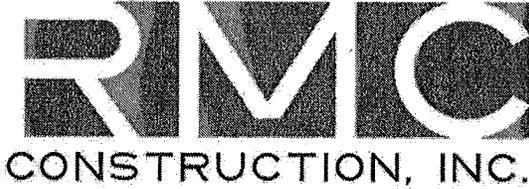
SCOPE OF WORK: PROVIDE & FURNISH ALL LABOR, MATERIAL & EQUIPMENT, UNLESS NOTED OTHERWISE, RELATED TO THE SUPPLY & INSTALLATION OF **DIVISION 32-EXTERIOR IMPROVEMENTS** PER WORK DESCRIPTION BELOW. NO ADDENDUMS AND/OR GEOTECHNICAL REPORT ARE ACKNOWLEDGED.

### DIVISION 32 - EXTERIOR IMPROVEMENTS

ITEM #	DESCRIPTION	QTY	UNIT COSTS	ITEM COSTS
	<b>ONSITE</b>			
1.	REMOVE & DISPOSE EXISTING CONCRETE SIDEWALK, GRADE TO ALLOW FOR 2" SAND 0/10 MIL VAPOR BARRIER PER CITY STD., & REPOUR CONCRETE SIDEWALK	1,375 SF	\$23.00 SF	\$31,625.00
2.	PATCH EXISTING ASPHALT PAVING @ WEST RAMP	48 SF	\$10.00 SF	\$ 480.00
3.	R&R CONCRETE CURB @ WEST RAMP	10 LF	\$70.00 LF	\$ 700.00
	<b>TOTAL:</b>			<b>\$32,805.00</b>

**INCLUSIONS:**  
1 Mobilization  
Prevailing Wage  
10-14 YD Dump Truck, (1) Backhoe with Breaker  
(1) Operator & (2) Laborers for Demo & Grading  
Cement Masons & Laborers for Concrete  
Export of Demo & Spoils  
Color: Natural Gray  
Finish: Light Broom Finish  
Concrete: 560-C-3250 Normal Weight Concrete  
Cure: White Curing Compound  
CJ: Toolled & Sawcut Control Joints  
EJ: Supply & Install "x" Expansion Felt/Fiber Expansion  
Toolled Edge  
Thickened Edge @ Sidewalk  
Protection of Metal Form Stakes  
**EXCLUSIONS:**  
High Strength Concrete  
Color & Fiber  
Reinforcing  
ADA Ramps & Truncated Domes @ East Side of Building  
Joint Compound/Filler, Sealer, Backer Rod, Caulking, Sealant  
Traffic Control  
Night Work & OT  
Additional Mobilizations

RMC CONSTRUCTION, INC.  
CONCRETE | MASONRY | LATH & PLASTER | PLACE & FINISH | DESIGN-BUILD | LIC. #782663 | DIR. #1000040724  
PO Box 128 Thousand Palms, CA 92276  
[www.rudysmasonry.com](http://www.rudysmasonry.com) | [bids@rudysmasonry.com](mailto:bids@rudysmasonry.com) | 0 442.666.3521



CA LIC. NO. 782663

BID PROPOSAL #022043

Any alterations or deviations from above specifications involving extra costs will be executed upon written order and will become an extra charge over and above the estimates; all agreements contingent upon accidents and/or delays beyond our control.

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. RMC may at its discretion engage sub-contractors to perform work hereunder, provided RMC shall fully pay said sub-contractor and in all instances remain responsible for the proper completion of this contract.
3. RMC shall furnish owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
4. All change orders shall be in writing and signed both by owner and RMC, and shall be incorporated in, and become a part of this contract.
5. In the event owner shall fail to pay any periodic or installment payment due hereunder, RMC may cease work without breach of pending payment or resolution of any dispute.
6. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American arbitration association. The arbitration venue shall be in palm desert, California. The prevailing party shall be entitled to all arbitration and court costs, as well as reasonable attorney's fees.
7. RMC shall not be liable for any delay due to circumstances beyond its control, including but not limited to, acts by owner and/or contractors, acts of god, weather, governmental authority or litigation. It shall also acknowledge that any changes in the plans and specifications made by the owner and/or contractor, agents, architects, engineers, or government agency which will extend or change the scope of work may be charged as an extra under this contract.
8. All permits, inspections, fees, bonding, water, water meter, engineering, tests, traffic control, SWPPP, dust & erosion control, & surveying/staking are the responsibility of G.C. All work is up to P.L. Unless noted otherwise.
9. RMC warrants all work for a period of 12 months following completion.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. A contract issued for above work constitutes acceptance of this proposal as scope of work.

PROPOSAL IS VALID FOR 30 DAYS  
WORK MUST START WITHIN 60 DAYS  
IF WAIVER OF SUBROGATION IS NEEDED, ADD 3% TO PROPOSAL

DIVISION(S): \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

RMC CONSTRUCTION, INC.  
CONCRETE | MASONRY | LATH & PLASTER | PLACE & FINISH | DESIGN-BUILD | LIC. #782663 | DIR. #1000040724  
PO Box 128 Thousand Palms, CA 92276  
[www.rudysmasonry.com](http://www.rudysmasonry.com) | [bids@rudysmasonry.com](mailto:bids@rudysmasonry.com) | 0 442.666.3521

# ITEM 13.f.

Developing *Visions*  
into Landmarks



## Request For Information

Date: November 7, 2018

RFI #14

PROJECT: City of Coachella Permit Center Tenant Improvement  
ORR Job #:933-18

TO: Christopher McFadden Architect  
ATTN: Chris McFadden; [cmcfadden@mmarc.com](mailto:cmcfadden@mmarc.com)

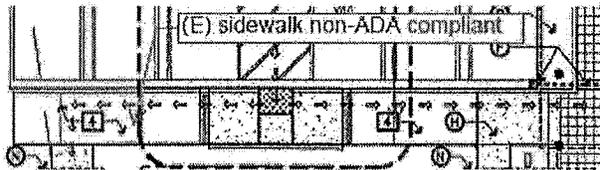
ARCHITECT: Chris McFadden Architect; Chris McFadden; [cmcfadden@mmarc.com](mailto:cmcfadden@mmarc.com)  
OWNER: City of Coachella: Gordon Fisher, Construction Project Coordinator; [gfisher@coachella.org](mailto:gfisher@coachella.org)  
Johnathan Hoy, Assistant City Mgr/City Engineer; [jhoy@coachella.org](mailto:jhoy@coachella.org)

FROM: ORR Builders.  
Project Manager: Dave Orr; [dorr@orrbuilders.com](mailto:dorr@orrbuilders.com)  
Site Superintendent: Wayne Miller [wmiller@orrbuilders.com](mailto:wmiller@orrbuilders.com)  
Project Coordinator: Lena Madden; [lmadden@orrbuilders.com](mailto:lmadden@orrbuilders.com)

Reference: Exterior pathway of travel	Sheet/Detail: A1.1
---------------------------------------	--------------------

**We are requesting the following information to be provided and/or Clarified:**

- 1) The existing exterior concrete sidewalk, which is the dedicated path of travel from the ADA stalls to the building, is not ADA compliant. Existing conditions are greater than 3% slope as confirmed by field inspector. Please provide direction.  
PROPOSED SOLUTION: remove all of existing concrete (West of the main building Entry) , regrade and place new to meet ADA standard.



RESPONSE NEEDED BY: ASAP

SUBMITTED BY: D.Orr

**RESPONSE:**

*SEE ATTACHED EMAIL CORRESPONDANCE*

Answered by: _____	Date: _____
ORR Personnel: _____	Date: _____

39-301 Badger Street, Suite 300, CA 92211 \* Ph: 760-360-6632 \* Fax: 760-360-5591 \* [www.orrbuilders.com](http://www.orrbuilders.com)  
General Contractor \* Lic. No A/B 693077

## John Hernandez

---

**From:** Gordon Fisher <gfisher@coachella.org>  
**Sent:** Thursday, December 6, 2018 3:06 PM  
**To:** David Orr; Jonathan Hoy  
**Cc:** Wende Darmour; John Hernandez; Brian Orr; faithysophie2@gmail.com  
**Subject:** RE: Coachella Permit Center: COR-5(R1) ada sidewalk

**Change order is acceptable. Proceed with the construction ASAP. I will process a change order by Monday for your immediate signatures.**

Please contact me if you have questions.

Thank you

*City of Coachella*

*Corporate Yard*

*Robert Gordon Fisher*

*Off: 760-501-8121*

*Cell: 760-343-8840*

*Fax: 760-398-1630*

*Construction Project Coordinator*

*53462 Enterprise Way, Coachella, Ca. 92236*

---

**From:** David Orr [mailto:dorr@orrbuilders.com]  
**Sent:** Wednesday, November 28, 2018 9:11 PM  
**To:** Jonathan Hoy; Gordon Fisher  
**Cc:** Wende Darmour; John Hernandez; Brian Orr  
**Subject:** Coachella Permit Center: COR-5(R1) ada sidewalk

Attached is submitted for your review and approval

**Dave Orr**

**ORR Builders – Developing Visions into Landmarks**

Phone: (760) 360-6632 ext. 227

Fax: (760) 360-6208

Mobile: (619) 587-3700

Email: [dorr@orrbuilders.com](mailto:dorr@orrbuilders.com)

[www.orrbuilders.com](http://www.orrbuilders.com)

**Corporate Office:**

39-301 Badger Street, Suite 300

Palm Desert, CA 92211

**San Diego:**

1041 Market Street #188

San Diego, CA 92101

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# ITEM 13.f.

ent before printing this e-mail.

Developing *Visions*  
into Landmarks



## CHANGE ORDER REQUEST

TO: City Of Coachella  
ATTN: Gordon Fisher and Jonathan Hoy  
1515 Sixth Street  
Coachella, CA 92236

Date: 1/30/19  
C.O.R. No. 7 (R1)  
Cost Code: various  
Job No. 933-18  
Project: Coachella Permit Center

Orr Builders is to provide all labor, materials, tools, equipment and supervision necessary to complete the following work:

Additional work requested by Owner per revised documents Sheet A2.1, M0.7, E0.1, E0.2, E1.0, E2.0, E3.0 & P1.0 & P2.0 dated 11/8/18:

1) Add 2x10 wood backing in nine locations for new tv's and patch & repair drywall in seven locations where backing was added.	\$ 843.00
2) Furnish & install door, frame & hardware at Staff Conference Room & furnish & install door, frame & hardware at Bus. Lic. Tech Office	\$ 3,390.00
Furnish & install door, frame & hardware in back wall of Cashier Room	\$ 1,695.00
3) Furnish & install ductless split system for IT closet per Delta-3 plans	\$ 3,200.00
4) Misc. electrical additions/revisions per attached	\$ 9,290.00
5) Misc. acoustic ceiling repairs per unforeseen conditions per attached	\$ 10,850.00
5) Furnish & install condensate drain line to three (3) RTU's and one (1) wall unit	<u>\$ 1,587.00</u>
Subtotal	\$ 30,855.00
Contractors O.H./Fee 15%	\$ 4,628.25
Bond Fee 2.5%	<u>\$ 771.38</u>
Total This Request	<b>\$ 36,254.63</b>

*(Note: This Change Order Request adds (7) working days (additional time) to the Contractors Original Contract. All included herein is to be completed under the same "General Terms & Conditions" as is the original executed Contract Agreement)*

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

Approved By: \_\_\_\_\_  
**Brian Orr, President/CEO**

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

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



Change Order Request



CO. R. # MG130-002  
C.O. # 100100  
Date: 12/01/2018

Project Name: Coachella Forum Center (100-0130-000)

Project #: MG130

To: ORR BUILDERS  
Attn: David Orr  
30-301 Badger Street  
Palm Desert, CA 92271

From: VORWALLER BROOKS, INC.  
Dave Duggan  
72132 OCEANVIEW WAY  
THOUSAND PALMS, CA 92278

Phone: (760) 360-8832 Fax: (760) 360-8501

Phone: (760) 262-8300 Fax: (760) 262-0191

We hereby propose to make the following changes:

Doors, Frames, and Hardware needed

- 1) Furnish and install (1) 3/0 7/0 47 1/2 Ld. Black Timber frame, SCHE door and hardware at Staff Conference Room; door was shown as existing and it isn't.
- 2) Furnish and install (1) 3/0 7/0 47 1/2 Ld. Black Timber frame, SCHE door and hardware at Bus, license Tech. office; door was shown as existing and it isn't.

Total \$3,300.00

Change Order Price \$3,300.00

This price is good for 30 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Dave Duggan

12/1/2018

Author

Date Sent

Accepted

The above prices and specifications of this Change Order Request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

# ITEM 13.f.

## Change Order Request



C.O.R. # M0130-001

C.O. #

Date 11/09/2018

Project Name: Coachella Permit Center (102-0130-000)

Project # M0130

To: ORR BUILDERS  
Attn: David Orr  
49-001 Badger Street  
Palm Desert, CA 92271

From: VERWALLER BROOKS, INC.  
Dave Duber  
72182 GOLF COURSE WAY  
THOUSAND PALMS, CA 92276

Phone: (760) 369-8882 Fax: (760) 369-5509

Phone: (760) 262-6900 Fax: (760) 262-6796

We hereby propose to make the following changes:

added door to Cashier

New door frame and hardware added at the back wall of the cashier room  
total \$ 1,305.00

Change Order Price: \$1,305.00

This price is good for 30 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Dave Dugan

11/09/2018

Author

Date Sent



Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

# ITEM 13.f.

COLLINS ELECTRIC  
 (951) 506-3960  
 collinselectriccorp@verizon.net

Coachella Permit Center  
 Change Order Request  
 Delta 3 Changes  
 11-30-18

LICENSE #286119  
 SINCE 1973

QTY.	WORK DESCRIPTION	PRICE
1	Add (1) Light outlet @ New IT room - adjacent to janitors closet tied to existing occupancy sensor	\$ 240
1	Surface mount 4'x2' LED fixture for above (note: Delta 3 shows troffer fixture type A - the room is hard lid and would require framing and an additional hard lid mounting bracket - suggesting surface mount fixture)	180
2	Dedicated 120v, 20 amp circuits @ New IT room @ \$700 each	1,400
1	Dedicated 208v, 20 amp circuit with 2P-Nema 3 disconnect and fuses for fan coil @ New IT room	900
1	Dedicated 208v, 20 amp circuit with 2P-Nema 3 disconnect and fuses for roof top condensing unit for New IT room	900
1	T-Stat 3/4" EMT sub-ups with pull string and P-ring @ New IT room	80
	<b>TOTAL IT ROOM</b>	<b>\$ 3,700.00</b>
9	Receptacles at added CATV/Data location added through-out @ \$240 each <u>DONE</u>	2,160
2	120v, 20 amp circuits to accommodate above additional outlets @ \$700 each <u>DONE</u>	1,400
9	CATV/Data 3/4" EMT sub-ups with pull string and P-ring added through-out @ \$80 each <u>DONE</u>	720
3	Camera 3/4" EMT stub ups with pull string and p-ring @ various locations @ \$80 each	240
	<b>TOTAL EXTRA DATA</b>	<b>\$ 4,520.00</b>
7	Re-wiring for new exhaust fans in bathroom (and added exhaust fans) @ \$160 each <u>DONE</u>	1,120
4	Add light outlets for emergency fixtures @ each bathroom @ \$240 <u>DONE</u>	960
4	Lithonia emergency LED bug-eye fixtures for above @ \$70 each	280
	<b>TOTAL BATHROOMS</b>	<b>\$ 2,360.00</b>
3	Upgrade panel board PA, PB and PC with new 42 circuit with new fault current rating @ \$1,400 each <u>Note: The existing panel boards and wiring use the conduit as a ground and do not contain a ground wire in the existing circuitry. The price for these upgraded panel boards does not include adding a grounding conductor to the existing wiring</u>	\$ 4,200.00
3	Upgrade wiring @ roof top RTU-5, RTU-7, RTU-8 from #8 conductors to #6 conductors @ \$150 each	\$ 450.00
1	Replace existing 4'x2' fluorescent troffer fixture damaged during demolition <u>Note: we can use one of the fixtures that have been eliminated-see below</u>	\$ 350.00

# ITEM 13.f.

COLLINS ELECTRIC  
 (951) 506-3960  
 collinselectriccorp@verizon.net

Coachella Permit Center  
 Change Order Request  
 Delta 3 Changes  
 11-30-18

LICENSE #286119  
 SINCE 1973

3	Replace existing 100 amp - current limiting - fast acting fuses @ MSB as one was found defective - suggest replacing all three @ \$30 each		\$ 90.00
	↳ REPLACE (9) FUSES \$30 x 9 =		\$ 270 ✓
9	Eliminate A-1 fixtures, already installed, do to revised fixture layout @ \$85 each	Do not	765
29	Move and re-wire A-1 fixtures, already installed, do to revised fixture layout @ \$120 each		3,450
3	Add A-1 fixtures, due to revised fixture layout. <i>Note: to re-use the fixtures eliminated above</i> @ \$240 each	Do.	240
1	Add light outlet for exit fixture @ \$240		240
1	Exit fixture for above @ \$125 each		125
	TOTAL RELOCATION OF FIXTURES		\$ 4,820.00
64	Remove all low voltage wiring from existing conduits AND above T-bar ceiling and blank off	<del>64 man hours</del>	\$ 5,440.00
	64 man hours @ \$85 per hour. Does not include trash/material haul off		

\$11,650.00  
 APPROVED PER SITE  
 MEETING W/ J. HOY  
 1/24/19

COR-7(R) = \$9,290.-  
 COR-8 = \$2360  
 4(RFI-15)  
\$11,650.00







# ITEM 13.f.



Cast Plumbing Inc.  
46119 Willow Ln.  
Indio, CA. 92201  
P. 760-404-8810  
F. 760-342-0959  
Lic. 866896

## Change Order

Company: Orr Builders	Project: Coachella Permit Center
Phone: (760) 860-8632	C.O.#: 1
Fax: (760) 860-5591	
Attn: Dave	Today's date: 12/11/18

### Description of work:

- \*Provide and install condensate drain line to (3) RTU's
- \*Provide and install condensate drain line to (1) wall unit.

C.O. Total: \$1,587.00

Signature of approval \_\_\_\_\_

**ADVANCED INSTALLATIONS INC.**

**INVOICE**

81771 Oleander, Unit 1, Indio CA 92201  
 PHONE 760/347-1696 FAX 760/674-9048  
 LICENSE #520860

PLEASE REMIT TO;

P.O. BOX 2230  
 Palm Desert, CA 92261

DATE: 01/15/19  
 INVOICE # ORR1802.3  
 TERMS 100% upon completion

SOLD TO:  
 Orr Builders  
 39301 Badger St, Ste #300  
 Palm Desert, CA 92211  
[dorr@orrbuilders.com](mailto:dorr@orrbuilders.com)  
 819/587-3700

RECEIVED  
 JAN 16 2019  
 ORR BUILDERS

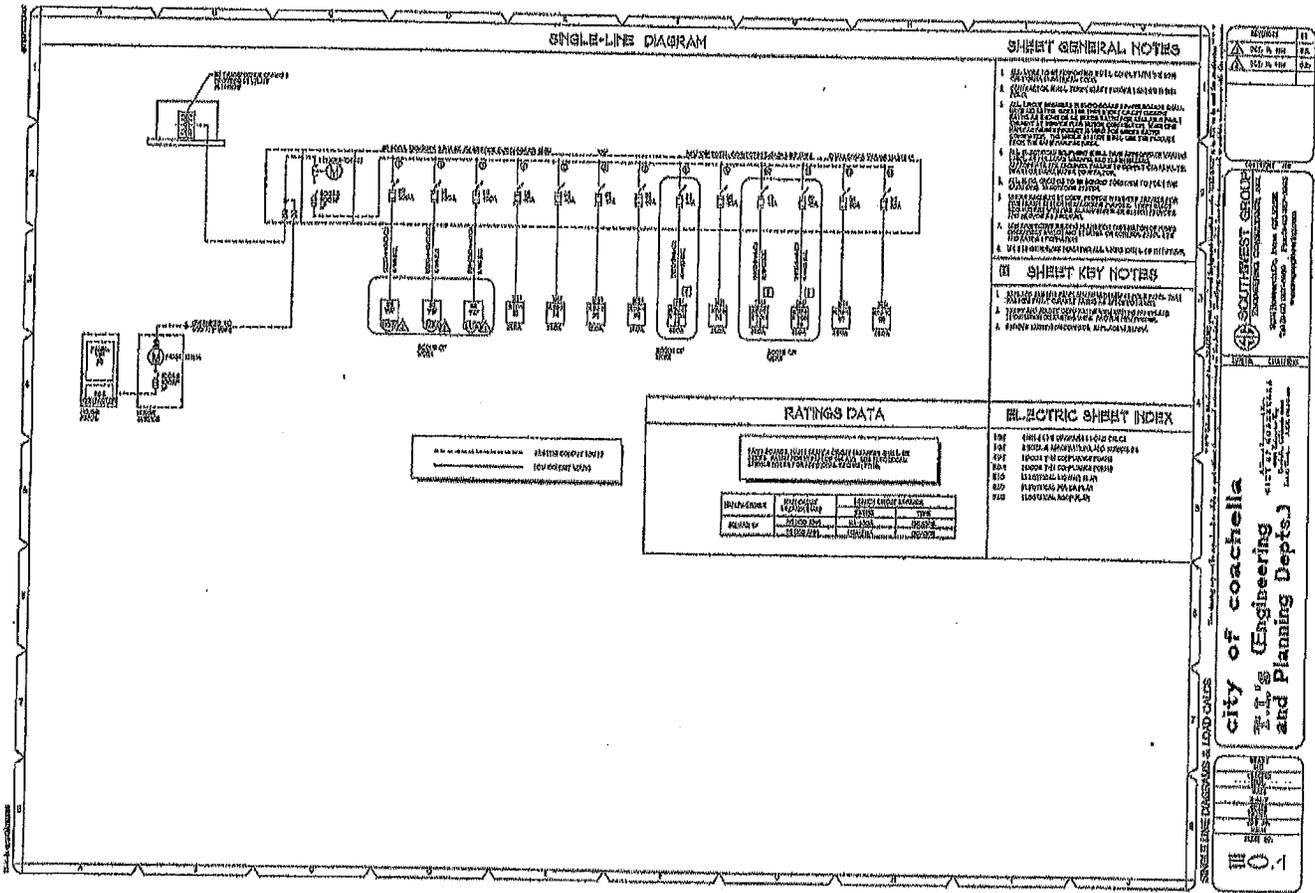
DESCRIPTION	AMOUNT
1/15/2019	
#933-18 City of Coachella Permit Center 53990 Enterprise Way Coachella, CA 92238	
ADD to Contract:	
Additional R-30 to ceilings	\$2,327.00
Additional R-13 to interior walls	\$823.00
Additional sags, tile & grid repair	\$3,200.00
Additional T-Bar removed & replaced	\$4,500.00
<i>oco?                  line items ?</i>	
<b>TOTAL</b>	<b>\$10,850.00</b>

MAKE ALL CHECKS PAYABLE TO: ADVANCED INSTALLATIONS INC.  
 Questions concerning this invoice?  
 Call: Joyce Devine 760/347-1696









**SHEET GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COACHELLA SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF COACHELLA.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
9. ALL MATERIALS SHALL BE STORED PROPERLY ON THE JOB SITE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.

**SHEET KEY NOTES**

1. REFER TO SHEET 13.f.1 FOR GENERAL NOTES.
2. REFER TO SHEET 13.f.2 FOR GENERAL NOTES.
3. REFER TO SHEET 13.f.3 FOR GENERAL NOTES.
4. REFER TO SHEET 13.f.4 FOR GENERAL NOTES.
5. REFER TO SHEET 13.f.5 FOR GENERAL NOTES.

**RATINGS DATA**

THIS SHEET SHALL BE USED TO DETERMINE THE RATING OF THE ELECTRICAL EQUIPMENT TO BE USED IN THIS PROJECT. THE RATING OF THE EQUIPMENT SHALL BE DETERMINED BY THE FOLLOWING TABLE:

EQUIPMENT	VOLTAGE (KV)	CURRENT (A)	TEMPERATURE (°C)
TRANSFORMER	15	1000	100
SWITCH	15	1000	100
FUSE	15	1000	100
METER	15	1000	100
BUSBAR	15	1000	100

**ELECTRIC SHEET INDEX**

13.f.1	GENERAL NOTES
13.f.2	GENERAL NOTES
13.f.3	GENERAL NOTES
13.f.4	GENERAL NOTES
13.f.5	GENERAL NOTES
13.f.6	GENERAL NOTES
13.f.7	GENERAL NOTES
13.f.8	GENERAL NOTES
13.f.9	GENERAL NOTES
13.f.10	GENERAL NOTES

NO.	REVISION
1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR AS-BUILT

**SOUTHWEST GROUP**  
 1000 WEST 10TH AVENUE  
 SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111  
 WWW.SOUTHWESTGROUP.COM

**city of coachella**  
 Z. I. G. (Engineering and Planning Depts.)  
 1000 WEST 10TH AVENUE  
 SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111  
 WWW.CITYOF-COACHELLA.COM

**0.1**

# ITEM 13.f.

### SCHEDULES

NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
1	Excavate and backfill 12" x 12" x 12" concrete	SQ. YD.	100	1.50	150.00
2	Excavate and backfill 12" x 12" x 12" concrete	SQ. YD.	100	1.50	150.00
3	Excavate and backfill 12" x 12" x 12" concrete	SQ. YD.	100	1.50	150.00
4	Excavate and backfill 12" x 12" x 12" concrete	SQ. YD.	100	1.50	150.00
5	Excavate and backfill 12" x 12" x 12" concrete	SQ. YD.	100	1.50	150.00
6	Excavate and backfill 12" x 12" x 12" concrete	SQ. YD.	100	1.50	150.00
7	Excavate and backfill 12" x 12" x 12" concrete	SQ. YD.	100	1.50	150.00
8	Excavate and backfill 12" x 12" x 12" concrete	SQ. YD.	100	1.50	150.00
9	Excavate and backfill 12" x 12" x 12" concrete	SQ. YD.	100	1.50	150.00
10	Excavate and backfill 12" x 12" x 12" concrete	SQ. YD.	100	1.50	150.00

### ABBREVIATIONS

1. 12" x 12" x 12" CONCRETE  
 2. 12" x 12" x 12" CONCRETE  
 3. 12" x 12" x 12" CONCRETE  
 4. 12" x 12" x 12" CONCRETE  
 5. 12" x 12" x 12" CONCRETE  
 6. 12" x 12" x 12" CONCRETE  
 7. 12" x 12" x 12" CONCRETE  
 8. 12" x 12" x 12" CONCRETE  
 9. 12" x 12" x 12" CONCRETE  
 10. 12" x 12" x 12" CONCRETE

### SYMBOLS

1. 12" x 12" x 12" CONCRETE  
 2. 12" x 12" x 12" CONCRETE  
 3. 12" x 12" x 12" CONCRETE  
 4. 12" x 12" x 12" CONCRETE  
 5. 12" x 12" x 12" CONCRETE  
 6. 12" x 12" x 12" CONCRETE  
 7. 12" x 12" x 12" CONCRETE  
 8. 12" x 12" x 12" CONCRETE  
 9. 12" x 12" x 12" CONCRETE  
 10. 12" x 12" x 12" CONCRETE

### GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE EROSION CONTROL MEASURES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES ON THE JOB SITE.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE CITY.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE.

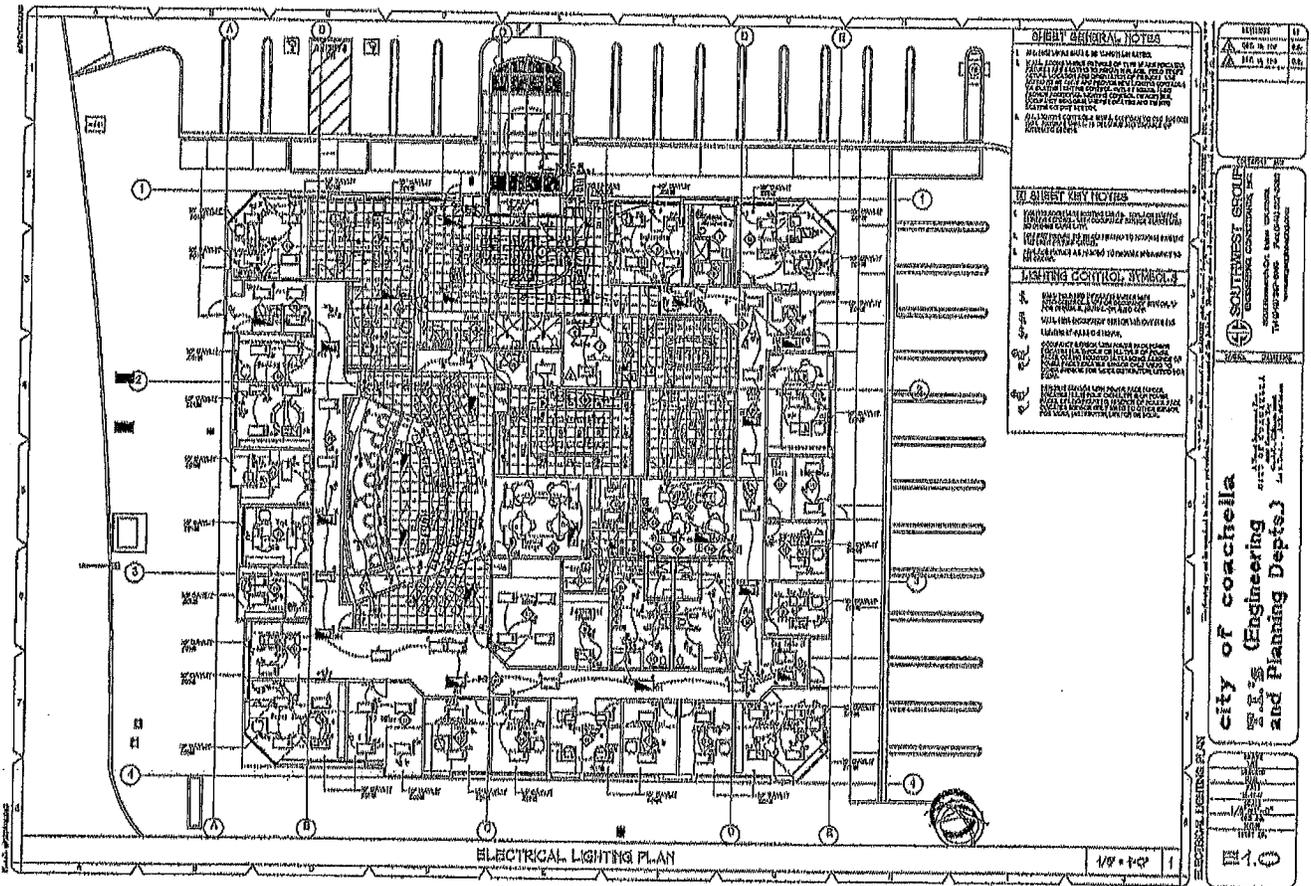
### SHEET KEY NOTES

1. THIS SHEET IS ONE OF SEVERAL SHEETS IN THIS PROJECT.
2. THE CONTRACTOR SHALL REFER TO ALL SHEETS IN THIS PROJECT.
3. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE.

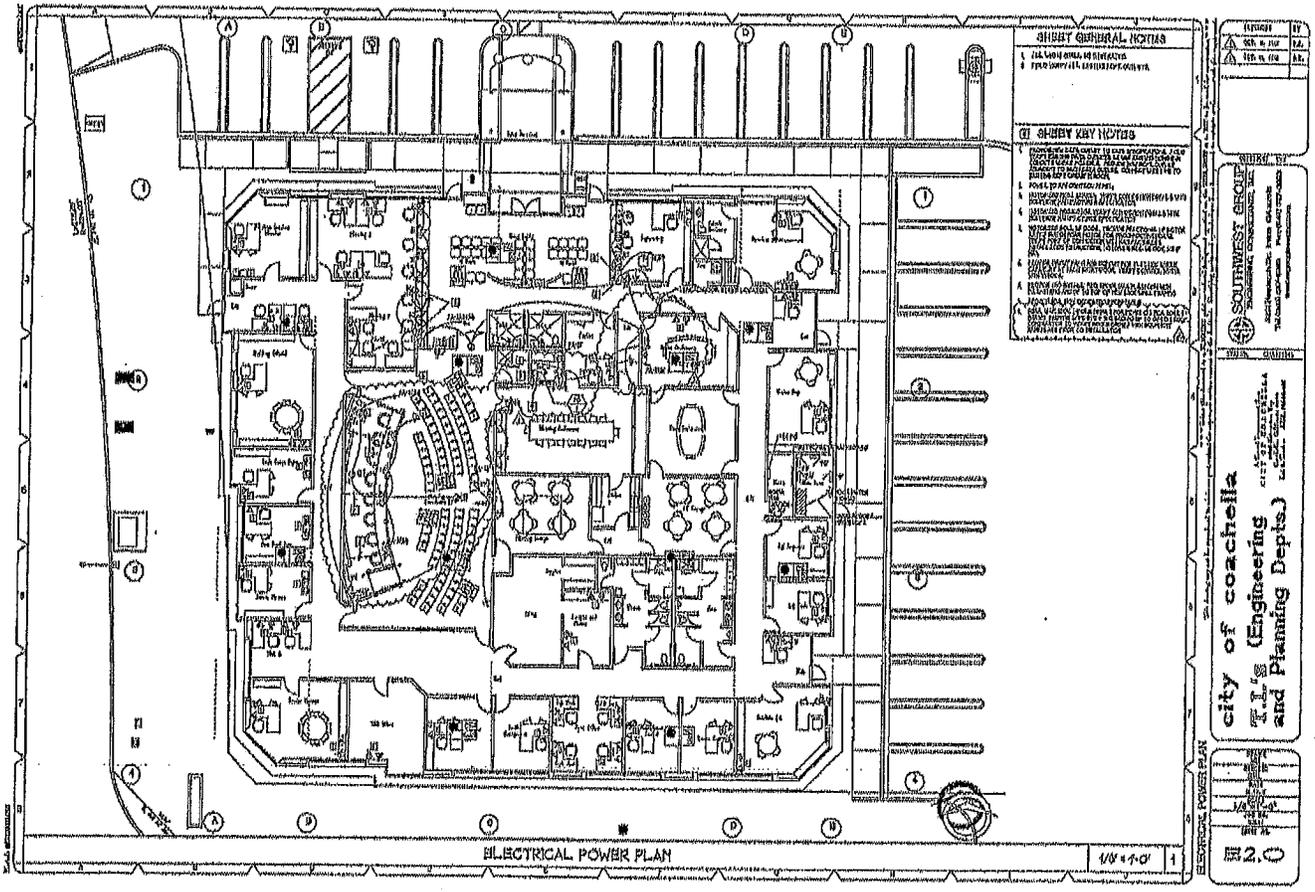
### T-24 CTRL. NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE CITY.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE.

**city of coachella**  
**P.L.S. (Engineering and Planning Depts.)**  
 1100 N. G ST. COACHELLA, CA 92530  
 TEL: 951.769.1313 FAX: 951.769.1314  
 WWW.COACHELLA.CA.GOV

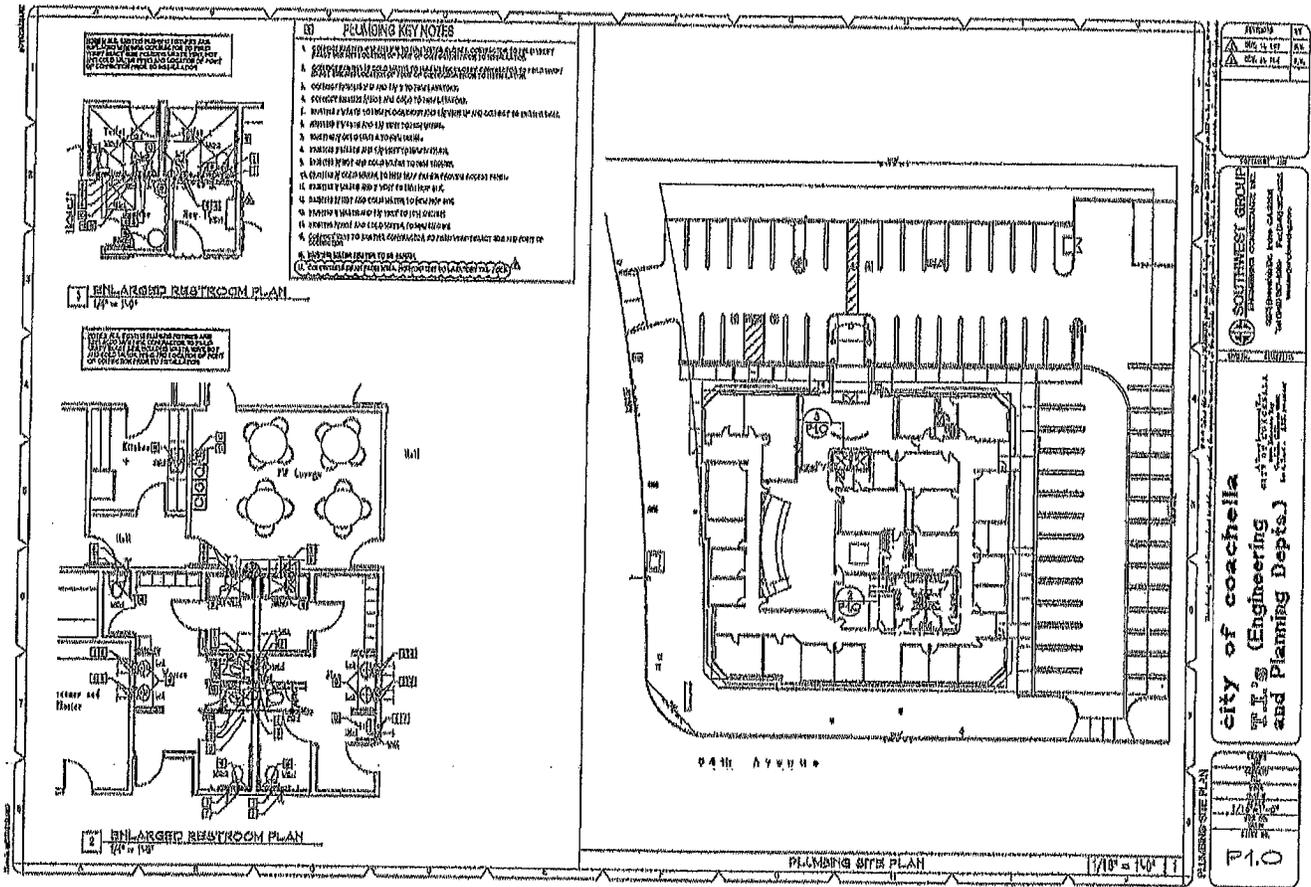


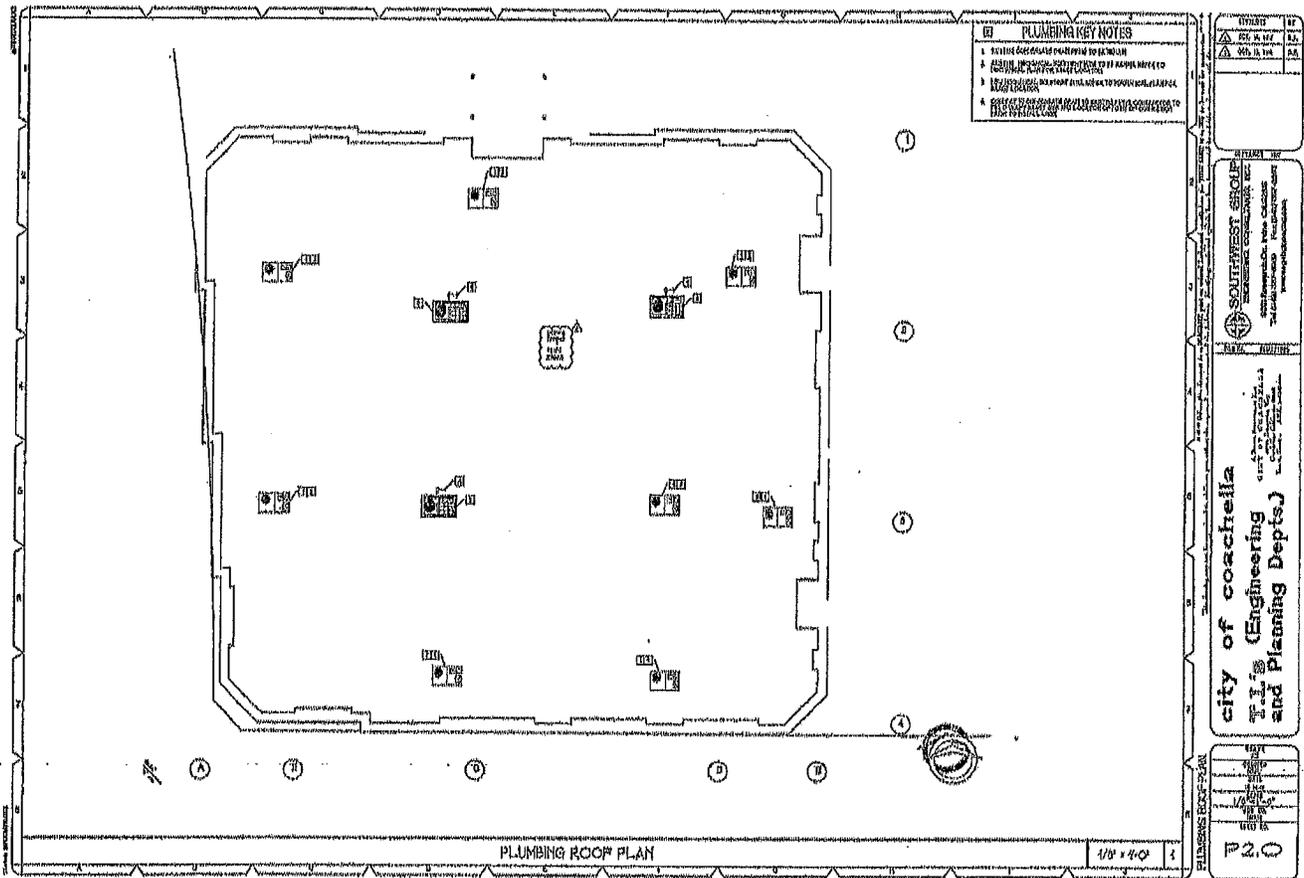
# ITEM 13.f.



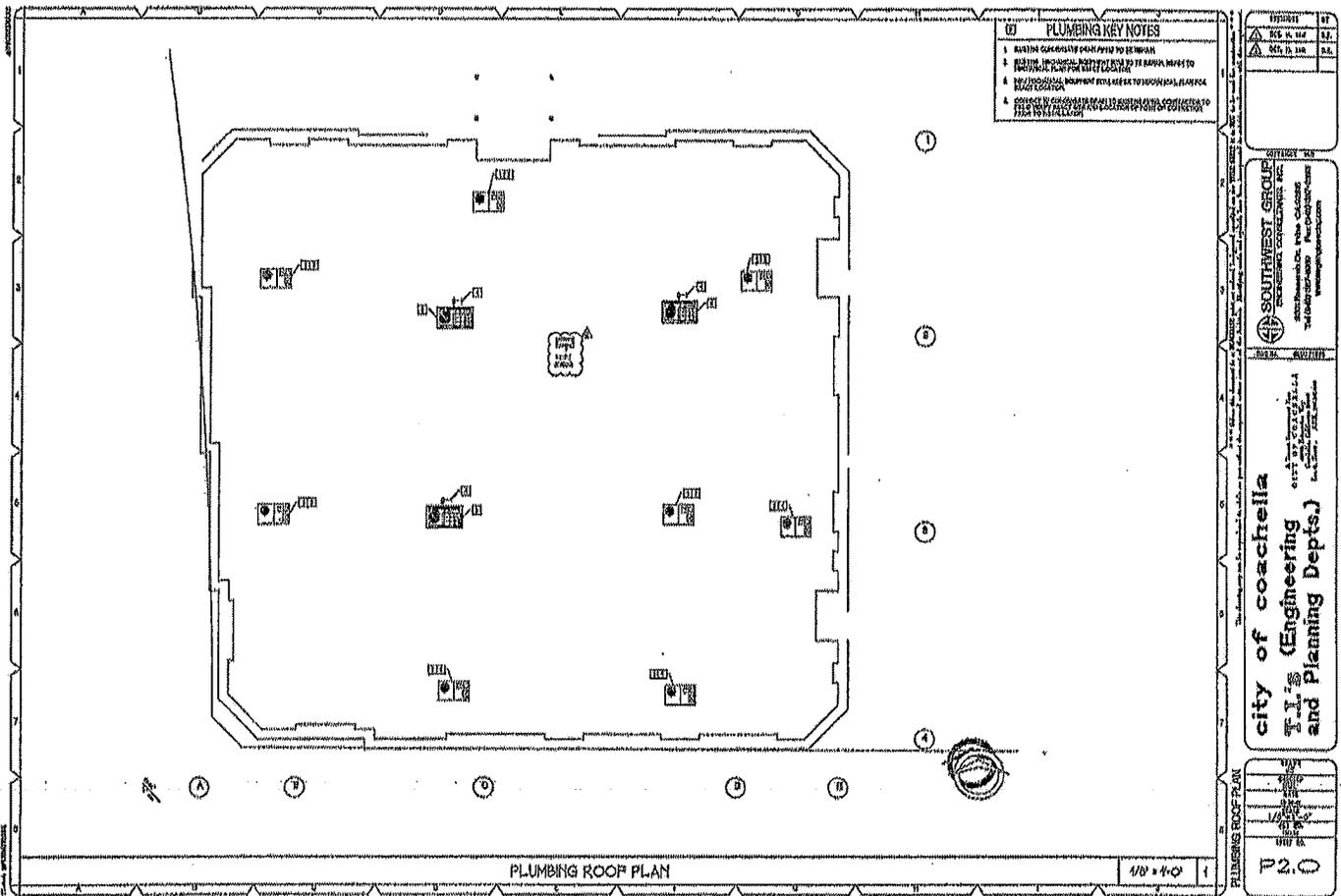


# ITEM 13.f.





# ITEM 13.f.



<p>DATE: 10/10/11          SHEET NO. 112 OF 112          PROJECT NO. 112</p>
<p><b>SOUTHWEST GROUP</b>          ENGINEERS ARCHITECTS INC.          1000 W. 10th St., Suite 1000          Oklahoma City, Oklahoma 73106          Phone: (405) 233-1100          Fax: (405) 233-1101          www.southwestgroup.com</p>
<p><b>city of coachella</b>          T.I.S. (Engineering and Planning Depts.)          1100 N. Palm Springs Blvd.          Palm Springs, CA 92262          Phone: (760) 325-1100          Fax: (760) 325-1101          www.cityofcoachella.com</p>
<p>PLUMBING ROOF PLAN</p> <p>DATE: 10/10/11          SHEET NO. 112 OF 112          PROJECT NO. 112</p>



Cast Plumbing Inc.  
46119 Willow Ln.  
Indio, CA. 92201  
P. 760-404-8810  
F. 760-342-0959  
Lic. 866896

Change Order

Company: Orr Builders	Project: Coachella Permlt Center
Phone: (760) 360-6632	C.O.#: 1
Fax: (760) 360-5591	
Attn: Dave	Today's date: 12/11/18

Description of work:

- \*Provide and install condensate drain line to (3) RTU's
- \*Provide and install condensate drain line to (1) wall unit.

C.O. Total: \$1,587.00

Signature of approval \_\_\_\_\_

# ITEM 13.f.

Developing *Visions*  
into Landmarks



## CHANGE ORDER REQUEST

TO: City Of Coachella

ATTN: Gordon Fisher and Jonathan Hoy  
1515 Sixth Street  
Coachella, CA 92236

Date: 1/30/19

C.O.R. No. 8

Cost Code: various

Job No. 933-18

Project: Coachella Permit Center

Orr Builders is to provide all labor, materials, tools, equipment and supervision necessary to complete the following work:

Additional work requested by Owner

- |   |             |
|---|-------------|
| 1) Provide and install new exhaust fans at selected locations per RFI-15; unforeseen conditions | \$ 4,500.00 |
| 2) Electrical for fans and emergency lighting   | \$ 2,360.00 |

Subtotal	\$ 6,860.00
Contractors O.H./Fee 15%	\$ 1,029.00
Bond Fee 2.5%	\$ 171.50
<b>Total This Request</b>	<b>\$ 8,060.50</b>

*(Note: This Change Order Request adds (7) working days (additional time) to the Contractors Original Contract. All included herein is to be completed under the same "General Terms & Conditions" as is the original executed Contract Agreement)*

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

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

**Brian Orr, President/CEO**

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

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



TO: Steve A. McCleary, David Orr

November 2, 2018,

Steve, in regards to the conversation and site walk we had for the exhaust fans on Thursday November 1st, 2018, there are six fans at the site and all of them need to be replaced, there will need to be one more fan at the toilet next to the mens restroom in the general area, my recommendation is we install seven BROAN fans, model XB110H, these fans come with a built-in humidistat sensor, I believe they will work best for the particular application, the cost of the fans including proper connection to outside is \$750.00 per unit, the electrical connections will have to be done by the electrical contractor.

*XL6 = \$4500.-*

Regards,

Miguel Munoz

# ITEM 13.f.

COLLINS ELECTRIC  
 (951) 506-3960  
 collinselectriccorp@verizon.net

Coachella Permit Center  
 Change Order Request  
 Delta 3 Changes  
 11-30-18

LICENSE #286119  
 SINCE 1973

QTY.	WORK DESCRIPTION	PRICE
1	Add (1) Light outlet @ New IT room - adjacent to janitors closet tied to existing occupancy sensor	\$ 240
1	Surface mount 4'x2' LED fixture for above (note: Delta 3 shows troffer fixture type A - the room is hard lid and would require framing and an additional hard lid mounting bracket - suggesting surface mount fixture)	180
2	Dedicated 120v, 20 amp circuits @ New IT room @ \$700 each	1,400
1	Dedicated 208v, 20 amp circuit with 2P-Nema 3 disconnect and fuses for fan coil @ New IT room	900
1	Dedicated 208v, 20 amp circuit with 2P-Nema 3 disconnect and fuses for roof top condensing unit for New IT room	900
1	T-Stat 3/4" EMT sub-ups with pull string and P-ring @ New IT room	80
	<b>TOTAL IT ROOM</b>	<b>\$ 3,700.00</b>
9	Receptacles at added CATV/Data location added through-out @ \$240 each <i>DONE</i>	2,160
2	120v, 20 amp circuits to accommodate above additional outlets @ \$700 each <i>DONE</i>	1,400
9	CATV/Data 3/4" EMT sub-ups with pull string and P-ring added through-out @ \$80 each <i>DONE</i>	720
8	Camera 3/4" EMT stub ups with pull string and p-ring @ various locations @ \$80 each	240
	<b>TOTAL EXTRA DATA</b>	<b>\$ 4,520.00</b>
7	Re-wiring for new exhaust fans in bathroom (and added exhaust fans) @ \$160 each <i>DONE</i>	1,120
4	Add light outlets for emergency fixtures @ each bathroom @ \$240 <i>DONE</i>	960
4	Lithonia emergency LED bug-eye fixtures for above @ \$70 each	280
	<b>TOTAL BATHROOMS</b>	<b>\$ 2,360.00</b>
3	Upgrade panel board PA, PB and PC with new 42 circuit with new fault current rating @ \$1,400 each <i>Note: The existing panel boards and wiring use the conduit as a ground and do not contain a ground wire in the existing circuitry. The price for these upgraded panel boards does not include adding a grounding conductor to the existing wiring.</i>	\$ 4,200.00
3	Upgrade wiring @ roof top RTU-5, RTU-7, RTU-8 from #8 conductors to #6 conductors @ \$150 each	\$ 450.00
1	Replace existing 4'x2' fluorescent troffer fixture damaged during demolition <i>Note: we can use one of the fixtures that have been eliminated-see below</i>	# \$50 - <del>200.00</del>

8-303

# ITEM 13.f.

COLLINS ELECTRIC  
 (951) 506-3960  
 collinselectriccorp@verizon.net

Coachella Permit Center  
 Change Order Request  
 Delta 3 Changes  
 11-30-18

LICENSE #286119  
 SINCE 1973

3	Replace existing 100 amp - current limiting - fast acting fuses @ MSB as one was found defective - suggest replacing all three @ \$30 each		\$ 90.00
	↳ REPLACE (9) FUSES \$30 x 9 =		\$ 270 ✓
9	Eliminate A-1 fixtures, already installed, do to revised fixture layout @ \$85 each	Do not	765
29	Move and re-wire A-1 fixtures, already installed, do to revised fixture layout @ \$120 each		3,450
3	Add A-1 fixtures, due to revised fixture layout. <i>Note: to re-use the fixtures eliminated above</i> @ \$240 each	Do.	240
1	Add light outlet for exit fixture @ \$240		240
1	Exit fixture for above @ \$125 each		125
	<b>TOTAL RELOCATION OF FIXTURES</b>		\$ 4,820.00
64	Remove all low voltage wiring from existing conduits AND above T-bar ceiling and blank off 64 man hours @ \$85 per hour. Does not include trash/material haul off	<del>54</del> <del>127</del> <del>115</del>	\$ 5,440.00

\$11,650.00

APPROVED PER SAFE  
 MEETING w/ J. Hoy  
 1/24/19

COR-7(R) = \$9,200.-  
 COR-8 = \$2360  
 4(RF) (15)

---

\$11,650.00



Developing *Visions*  
into Landmarks



**Request For Information**

Date: November 09, 2018

RFI #15

PROJECT: City of Coachella Permit Center Tenant Improvement  
ORR Job #:933-18

TO: Christopher McFadden Architect  
ATTN: Chris McFadden; [cmcfadden@mmarc.com](mailto:cmcfadden@mmarc.com)

ARCHITECT: Chris McFadden Architect; Chris McFadden; [cmcfadden@mmarc.com](mailto:cmcfadden@mmarc.com)  
OWNER: City of Coachella: Gordon Fisher, Construction Project Coordinator; [gfisher@coachella.org](mailto:gfisher@coachella.org)  
Johnathan Hoy, Assistant City Mgr/City Engineer; [jhoy@coachella.org](mailto:jhoy@coachella.org)

FROM: ORR Builders.  
Project Manager: Dave Orr; [dorr@orrbuilders.com](mailto:dorr@orrbuilders.com)  
Site Superintendent: Wayne Miller [wmiller@orrbuilders.com](mailto:wmiller@orrbuilders.com)  
Project Coordinator: Lena Madden; [lmadden@orrbuilders.com](mailto:lmadden@orrbuilders.com)

Reference: Restrooms	Sheet/Detail: Electrical ceiling lights
----------------------	---

**We are requesting the following information to be provided and/or Clarified:**

- 1) Existing exhaust fans in restrooms are not functioning of age and cluttered with past life air born debris adhered to the internal housing and motor. PROPOSED SOLUTION: Replace with new fans; Please provide direction.
- 2) Plan does not indicate any emergency back-up lights in the restrooms. PROPOSED SOLUTION: provide EM lights. Please provide direction.

RESPONSE NEEDED B Y: ASAP

SUBMITTED BY: D.Orr

RESPONSE:

Answered by: \_\_\_\_\_ Date: \_\_\_\_\_  
 ORR Personnel: \_\_\_\_\_ Date: \_\_\_\_\_

# ITEM 13.f.

Developing *Visions*  
into Landmarks



## CHANGE ORDER REQUEST

TO: City Of Coachella  
ATTN: Gordon Fisher and Jonathan Hoy  
1515 Sixth Street  
Coachella, CA 92236

Date: 2/5/19  
C.O.R. No. 9  
Cost Code: various  
Job No. 933-18  
Project: Coachella Permit Center

Orr Builders is to provide all labor, materials, tools, equipment and supervision necessary to complete the following work:

Additional work requested by Owner

1) Provide and install (2) new exterior wall mounted lights	\$ 1,510.00
2) Change out (11) existing recessed light fixtures with new 6" LED trim kits at exterior	\$ 990.00
3) Add (2) recessed light fixtures in Restroom #2 and #3 over the lavatory	\$ 880.00

Subtotal	\$ 3,380.00
Contractors O.H./Fee 15%	\$ 507.00
Bond Fee 2.5%	\$ 84.50
<b>Total This Request</b>	<b>\$ 3,971.50</b>

*(Note: This Change Order Request adds (7) working days (additional time) to the Contractors Original Contract. All included herein is to be completed under the same "General Terms & Conditions" as is the original executed Contract Agreement)*

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

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

**Brian Orr, President/CEO**

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

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



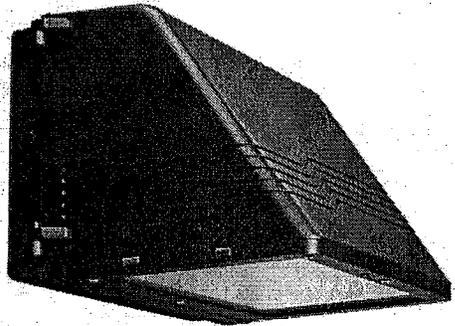
# ITEM 13.f.

## OWP-FC-301-LED

LED Large Full Cut-Off Wall Pack Series

**60 Wattage / 6000 Lumens**

Catalog Number:	
Project Name:	
Note:	Type:



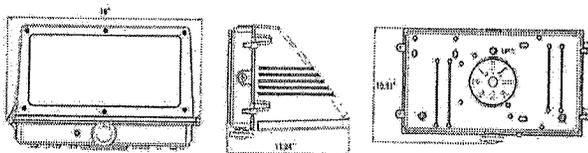
### APPLICATIONS:

This rugged large-size full cut-off LED wall pack provides long lasting, energy efficient lighting with a variety of options to customize fixture performance to the required task. Easily mounts to building and is ideal for industrial, educational, multi-family, institutional, and government applications.

### FEATURES:

- Full cut-off and compliance to Dark Sky requirement
- Lumen output of 6000lm with efficacy of 100lm/W
- 60W power consumption, to replace 250W MH
- Type II distribution with frosted tempered flat glass integrated lens
- Operating temperature is -40°C to 50°C (-40°F to 122°F)
- Dimmable
- UL/cUL wet location
- DLC qualified\*\*

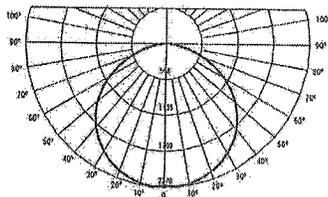
### DIMENSION:



### SPECIFICATIONS:

LUMENS	6000 lumens
WATTAGE	60W
CCT	40K, 50K
CRI	80
LIGHT EFFICIENCY	100 lumens/watt
VOLTAGE	120-277 VAC
POWER FREQUENCY	50/60 Hz
FINISH	Bronze
APPLICABLE ENVIRONMENT	Dry/Damp/Wet location
WORKING TEMPERATURE	-40°C to 50°C

### PHOTOMETRICS:



B	U	G
2	0	1



Ordering Guide > Example: OWP-FC-301-LED-6000L-MVOLT-40K-BZ

OWP-FC-301-LED						
SERIES	PERFORMANCE	VOLTAGE	CCT	FINISH	EMERGENCY	ACCESSORIES
OWP-FC-301-LED	6000L - 6000 lumens	MVOLT - 120-277V	40K - 4000K 50K - 5000K	BZ - Bronze	0-EMO-LED	PHC FSP-211B/ FSP-L3 • Photocell • Wattstopper • Motion Sensor

\* For more lumen package option, consult factory

\* Available with 347V

\* For more CCT option, consult factory

\*\* DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org](http://www.designlights.org) to confirm which versions are qualified.



Submittal form is available @ [www.oraclelighting.com](http://www.oraclelighting.com)  
Tel: 323-888-1973 • Fax: 323-888-1977

Specifications and Dimensions subject to change without notice.

Issued-H2418-Rev. 2





Developing *Visions*  
into Landmarks



## CHANGE ORDER REQUEST

TO: City Of Coachella  
ATTN: Gordon Fisher and Jonathan Hoy  
1515 Sixth Street  
Coachella, CA 92236

Date: 2/7/19  
C.O.R. No. 10  
Cost Code: various  
Job No. 933-18  
Project: Coachella Permit Center

Orr Builders is to provide all labor, materials, tools, equipment and supervision necessary to complete the following work:

Additional work requested by Owner

- 1) Demo existng concrete sidewalk that is greater than 3% cross slope and replace with ADA complaint walk way per RFI-14 \$ 4,670.00

Subtotal	\$ 4,670.00
Contractors O.H./Fee 15%	\$ 700.50
Bond Fee 2.5%	\$ 116.75
<b>Total This Request</b>	<b>\$ 5,487.25</b>

*(Note: This Change Order Request adds (7) working days (additional time) to the Contractors Original Contract. All included herein is to be completed under the same "General Terms & Conditions" as is the original executed Contract Agreement)*

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

Approved By: \_\_\_\_\_  
**Brian Orr, President/CEO**

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

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

# ITEM 13.f.

Developing *Visions*  
into Landmarks



## Request For Information

Date: November 7, 2018

RFI #14

PROJECT: City of Coachella Permit Center Tenant Improvement  
ORR Job #:933-18

TO: Christopher McFadden Architect  
ATTN: Chris McFadden; [cmcfadden@mmarc.com](mailto:cmcfadden@mmarc.com)

ARCHITECT: Chris McFadden Architect; Chris McFadden; [cmcfadden@mmarc.com](mailto:cmcfadden@mmarc.com)  
OWNER: City of Coachella: Gordon Fisher, Construction Project Coordinator; [gfisher@coachella.org](mailto:gfisher@coachella.org)  
Johnathan Hoy, Assistant City Mgr/City Engineer; [jhoy@coachella.org](mailto:jhoy@coachella.org)

FROM: ORR Builders.  
Project Manager: Dave Orr; [dorr@orrbuilders.com](mailto:dorr@orrbuilders.com)  
Site Superintendent: Wayne Miller [wmiller@orrbuilders.com](mailto:wmiller@orrbuilders.com)  
Project Coordinator: Lena Madden; [lmadden@orrbuilders.com](mailto:lmadden@orrbuilders.com)

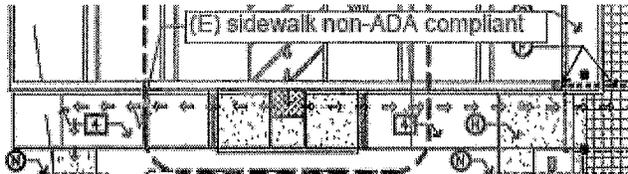
Reference: Exterior pathway of travel

Sheet/Detail: A1.1

### We are requesting the following information to be provided and/or Clarified:

- 1) The existing exterior concrete sidewalk, which is the dedicated path of travel from the ADA stalls to the building, is not ADA compliant. Existing conditions are greater than 3% slope as confirmed by field inspector. Please provide direction.

PROPOSED SOLUTION: remove all of existing concrete (West of the main building Entry) , regrade and place new to meet ADA standard.

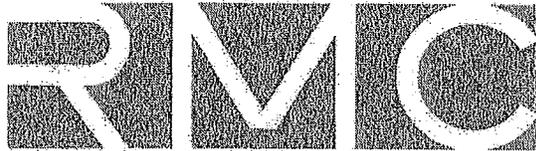


RESPONSE NEEDED B Y: ASAP

SUBMITTED BY: D.Orr

RESPONSE:

Answered by: \_\_\_\_\_ Date: \_\_\_\_\_  
ORR Personnel: \_\_\_\_\_ Date: \_\_\_\_\_



**RMC**  
CONSTRUCTION, INC.

CA LIC. NO. 782663

BID PROPOSAL #022038

NOVEMBER 21, 2018

PROJECT NAME: CITY OF COACHELLA PERMIT CENTER  
 ADDRESS: 53990 ENTERPRISE WAY, COACHELLA, CA 92236  
 TYPE: DAY WORK, PREVAILING WAGE - DIR #1000040724, NON-UNION

SCOPE OF WORK: PROVIDE & FURNISH ALL LABOR, MATERIAL & EQUIPMENT, UNLESS NOTED OTHERWISE, RELATED TO THE SUPPLY & INSTALLATION OF ~~DIVISION 32 EXTERIOR IMPROVEMENTS~~ PER WORK DESCRIPTION BELOW, NO ADDENDUMS AND/OR GEOTECHNICAL REPORT ARE ACKNOWLEDGED.

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

ITEM #	DESCRIPTION	QTY	UNIT COSTS	ITEM COSTS
	ONSITE			
1.	DEMO & DISPOSE (E) 4" PCC SIDEWALK	93 SF	\$10.00 SF	\$ 930.00
2.	GRADE FOR 4" PCC SIDEWALK	369 SF	-	\$ 2,345.00
3.	CONSTRUCT 4" PCC SIDEWALK	93 SF	\$15.00 SF	\$ 1,395.00
	TOTAL:			\$ 4,670.00

**INCLUSIONS:**  
 1. Mobilization  
 Prevailing Wage  
 10-14 YD Dump Truck, 5Kldsteer with Breaker  
 (1) Operator & (1) Laborer  
 Export of Demo & Spoils  
 Color: Natural Gray  
 Finish: Light Broom Finish  
 Concrete: 560-C-3250 Normal Weight Concrete  
 Cure: White Curing Compound  
 CJ: Tooled & Sawcut Control Joints  
 EJ: Supply & Install 1/2" Expansion Felt/Fiber Expansion  
 Tooled Edge  
 Thickened Edge @ Sidewalk  
 Protection of Metal Form Stakes

**EXCLUSIONS:**  
 High Strength Concrete  
 Color & Fiber  
 Base  
 Reinforcing  
 Joint Compound/Filler, Sealer, Backer Rod, Caulking, Sealant  
 Traffic Control  
 Night Work & OT  
 Additional Mobilizations

RMC CONSTRUCTION, INC.  
 CONCRETE | MASONRY | LATH & PLASTER | PLACE & FINISH | DESIGN-BUILD | LIC. #782663 | DIR. #1000040724  
 PO Box 128 Thousand Palms, CA 92276  
[www.rudysmasonry.com](http://www.rudysmasonry.com) | [bids@rudysmasonry.com](mailto:bids@rudysmasonry.com) | 0 442.666.3521

# ITEM 13.f.

Developing *Visions*  
into Landmarks



## CHANGE ORDER REQUEST

TO: City Of Coachella  
ATTN: Gordon Fisher and Jonathan Hoy  
1515 Sixth Street  
Coachella, CA 92236

Date: 2/7/19  
C.O.R. No. 11  
Cost Code: various  
Job No. 933-18  
Project: Coachella Permit Center

---

Orr Builders is to provide all labor, materials, tools, equipment and supervision necessary to complete the following work:

Additional work requested by Owner

- 1) Additional exterior ADA sidewalk ramp per field directed by City \$ 8,761.72

---

Subtotal	\$ 8,761.72
Contractors O.H./Fee 15%	\$ 1,314.26
Bond Fee 2.5%	\$ 219.04
<b>Total This Request</b>	<b>\$ 10,295.02</b>

*(Note: This Change Order Request adds (7) working days (additional time) to the Contractors Original Contract. All included herein is to be completed under the same "General Terms & Conditions" as is the original executed Contract Agreement)*

---

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

Approved By: \_\_\_\_\_  
**Brian Orr, President/CEO**

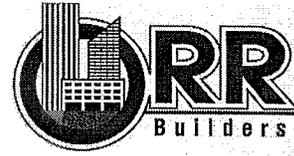
Date: \_\_\_\_\_

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



# ITEM 13.f.

Developing *Visions*  
into Landmarks



## CHANGE ORDER REQUEST

TO: City Of Coachella  
ATTN: Gordon Fisher and Jonathan Hoy  
1515 Sixth Street  
Coachella, CA 92236

Date: 2/7/19  
C.O.R. No. 12  
Cost Code: various  
Job No. 933-18  
Project: Coachella Permit Center

Orr Builders is to provide all labor, materials, tools, equipment and supervision necessary to complete the following work:

Additional work requested by Owner

- 1) Based on unforeseen conditions: Major floor repair throughout interior \$ 10,000.00

Subtotal	\$ 10,000.00
Contractors O.H./Fee 15%	\$ 1,500.00
Bond Fee 2.5%	\$ 250.00
<b>Total This Request</b>	<b>\$ 11,750.00</b>

*(Note: This Change Order Request adds (7) working days (additional time) to the Contractors Original Contract. All included herein is to be completed under the same "General Terms & Conditions" as is the original executed Contract Agreement)*

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

Approved By: \_\_\_\_\_  
**Brian Orr, President/CEO**

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

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

## John Hernandez

---

**From:** David Orr  
**Sent:** Wednesday, February 6, 2019 9:14 AM  
**To:** Jonathan Hoy  
**Cc:** Brian Orr; John Hernandez; Wende Darmour  
**Subject:** Coachella Permit Center - Floor repair  
**Attachments:** Floor Repair - Coachella -Hey Dude non PW.pdf; Floor Repair - SoPac Flooring.pdf; Floor Repair - jd Flooring.pdf

Jonathan

As we walked the site there is existing conditions and visual evidence of major floor repair needed prior to the subcontractors willing to install and warrant their installation.

We have solicited three subs who specialize in floor repair.

NOTE: 1 of the 3 is NON-prevailing wage for your consideration.

Please provide direction on what you want to do so that we can generate a COR for your approval. This work needs to be completed prior to floor installation.

### **Dave Orr**

#### **ORR Builders – Developing *Visions* into Landmarks**

Phone: (760) 360-6632 ext. 227

Fax: (760) 360-6208

Mobile: (619) 587-3700

Email: [dorr@orrbuilders.com](mailto:dorr@orrbuilders.com)

[www.orrbuilders.com](http://www.orrbuilders.com)

#### **Corporate Office:**

39-301 Badger Street, Suite 300

Palm Desert, CA 92211

#### **San Diego:**

1041 Market Street #188

San Diego, CA 92101

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Please consider the environment before printing this e-mail.

# ITEM 13.f.

## J.D. Floor Surfacing

## Invoice # 20190211

*"Floor Preparation At Its Finest"*

4311 Pacific Ave  
Riverside, CA 92509  
Phone: (951)329-2841 E-mail: jdfloorsurfacing@gmail.com

DATE February 11, 2019  
Invoice # 20190211  
Customer ID

### Bill To:

Attn: Dave Orr  
ORR Builders  
39-301 Badger Street, Suite 300  
Palm Desert, CA 92211  
Phone: (760) 360-6632 E-mail: smccleary@orrbuilders.com

Prepared by: Juan DeAnda

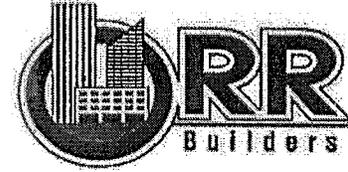
**Comments or special instructions: Grinding Bid  
53990 Enterprise Way, Cochella CA**

Description	AMOUNT
Grind all high spots throughtout the entire building to allow carpet to flow without any bumbs.	
Grind all old joints that have peaked and some have seperated due to settling.	
Grind major high spot on east side entry due to major crack.	
<b>100 hours of wet and dry grinding at \$100 per hour.</b>	\$ 10,000.00
<b>TOTAL</b>	<b>\$ 10,000.00</b>

If you have any questions concerning this quotation, Juan DeAnda, (951) 329-2841,  
E-mail: jdfloorsurfacing@gmail.com

**THANK YOU FOR YOUR BUSINESS!**

Developing *Visions*  
into Landmarks



February 7, 2019

To: Jaun DeAnda / 951-329-2841 / jdfloorsurfacing@gmail.com  
J.D. Flooring Surfacing  
4311 Pacific Avenue  
Riverside, CA 92509

Re: Flooring (CC #09860)  
Job No: 933-18  
Job Name: City of Coachella Permit Center  
53990 Enterprise Way  
Coachella, CA 92238

Orr Builders intends to enter into a sub-contract agreement with J.D. Flooring Surfacing for the complete scope of work per plans and specifications for the Job Name listed above. The amount of this subcontract, as previously agreed, will be Ten Thousand Dollars and No/100 (\$10,000.00).

Your work on this project includes labor, material and equipment, but is not limited to:

1. Prevailing wages and certified payroll applies.
2. Price is based on not to exceed to properly repair existing flooring imperfections and to prep floor to receive flooring product per manufacturer specifications; flooring to be provided and installed by others.
3. Clean up and removal of trade related debris

Proposal includes furnishing of submittals, freight, labor, equipment, tools and materials necessary to perform and install as per plans and specifications and industry quality standards acceptable to Orr Builders, Owner, Architect and Governing Agencies for this scope of work. A subcontract is forthcoming.

**IMMEDIATE ACTION: provide shop drawings and/or submittals for approval**

Please schedule and secure all necessary elements and items pertaining to the scope of work, to include but not be limited to lay-out, submittals, shop drawings, fabrication, ordering materials, scheduling manpower, attending pre-construction meetings with Orr Builders and/or all necessary governing agencies. Scheduling is to be coordinated through Orr's Project Superintendent, Stephen McCleary at cell number (760) 578-0064; [smccleary@orrbuilders.com](mailto:smccleary@orrbuilders.com).

Orr Builders welcomes J.D. Flooring Surfacing as a member of the project team and looks forward to the successful completion of the scope of work.

Sincerely,  
ORR BUILDERS

*David E. Orr*

dorr@orrbuilders.com

Cc: Brian Orr, President  
Wende Dermour, Orr Accounting  
Lena Madden, Orr Project Coordinator

**Please Note**

Contract plans are filed on an FTP site at Planit Reprographics; please contact Orr Builders Project Coordinator for information on how to access these contract documents.

You are required to provide (6) six sets of submittals for approval prior to placement of any materials on this project.

In accordance with the prelim requirements, please forward a current copy of your State Contractors License and a City License in which this project is being built and Insurance information.

Brian Orr \_\_\_\_\_

Contracts \_\_\_\_\_

39-301 Badger Street, Suite 300 Palm Desert, California 92211  
760.360.6632 fax 760.360.5591 [orrbuilders.com](http://orrbuilders.com)  
State License #693077

# ITEM 13.f.

## J.D. Floor Surfacing

## Quotation

*"Floor Preparation At Its Finest!"*

4311 Pacific Ave  
Riverside, CA 92509  
Phone: (951)329-2841 E-mail: jdfloorsurfacing@gmail.com

DATE February 6, 2019  
Quotation # 20190204  
Customer ID

**Bill To:**

Quotation valid until: February 16, 2019

Attn: Stephen McCleary  
ORR Builders  
39-301 Badger Street, Suite 300  
Palm Desert, CA 92211  
Phone: (760) 360-6632 E-mail: smccleary@orrbuilder.com

Prepared by: Juan DeAnda

**RECEIVED**  
By ORR Builders at 9:13 am, Feb 06, 2019

Comments or special instructions: Grinding Bid  
53990 Enterprise Way, Cochella CA

Description	AMOUNT
Grind all high spots throughout the entire building to allow carpet to flow without any-bumps.	
Grind all old joints that have peaked and some have seperated due to settling.	
Grind major high spot on east side entry due to major crack. This estimate is a not to exceed 100 hours of wet and dry grinding at \$100 per hour. Estimated \$10,000.00	
Prevalling wage rates	
<b>TOTAL</b>	<b>\$</b>

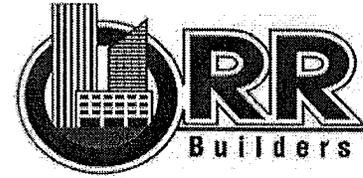
If you have any questions concerning this quotation, Juan DeAnda, (951) 329-2841,  
E-mail: jdfloorsurfacing@gmail.com

THANK YOU FOR YOUR BUSINESS!



RECEIVED  
FEB 07 2019  
ORR BUILDERS

Developing *Visions*  
into Landmarks



February 7, 2019

To: Jaun DeAnda / 951-329-2841 / jdfloorsurfacing@gmail.com  
J.D. Flooring Surfacing  
4311 Pacific Avenue  
Riverside, CA 92509

Re: **Flooring (CC #09860)**  
Job No: 933-18  
Job Name: City of Coachella Permit Center  
53990 Enterprise Way  
Coachella, CA 92238

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Sincerely,  
ORR BUILDERS

*David E. Orr*

dorr@orrbuilders.com

Cc: Brian Orr, President  
Wende Darmour, Orr Accounting  
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Brian Orr \_\_\_\_\_

Contracts \_\_\_\_\_

39-301 Badger Street, Suite 300 Palm Desert, California 92211  
760.360.6632 fax 760.360.5591 [orrbuilders.com](http://orrbuilders.com)  
State License #693077

# ITEM 13.f.

## J.D. Floor Surfacing

## Quotation

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4311 Pacific Ave  
Riverside, CA 92509  
Phone: (951)329-2841 E-mail: jdfloorsurfacing@gmail.com

DATE February 6, 2019  
Quotation # 20190204  
Customer ID

**Bill To:**

Quotation valid until: February 16, 2019

Attn: Stephen McCleary  
ORR Builders  
39-301 Badger Street, Suite 300  
Palm Desert, CA 92211  
Phone: (760) 360-6632 E-mail: smccleary@orrbuilders.com

Prepared by: Juan DeAnda

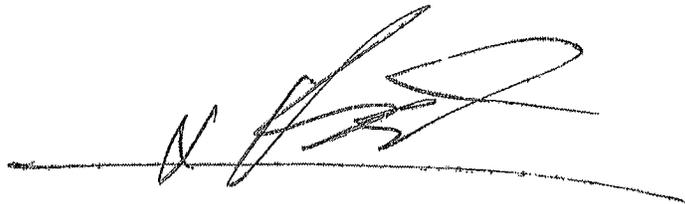
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Prevailing wage rates	
<b>TOTAL</b>	<b>\$</b>

If you have any questions concerning this quotation, Juan DeAnda, (951) 329-2841,  
E-mail: jdfloorsurfacing@gmail.com

THANK YOU FOR YOUR BUSINESS!



RECEIVED  
FEB 07 2019  
ORR BUILDERS

Developing *Visions*  
into Landmarks



## CHANGE ORDER REQUEST

TO: City Of Coachella  
ATTN: Gordon Fisher and Jonathan Hoy  
1515 Sixth Street  
Coachella, CA 92236

Date: 2/20/19  
C.O.R. No. 13  
Cost Code: various  
Job No. 933-18  
Project: Coachella Permit Center

Orr Builders is to provide all labor, materials, tools, equipment and supervision necessary to complete the following work:

Additional work requested by Owner

- |   |           |
|---|-----------|
| 1) Dome light fixtures at exterior columns due to design error    | \$ 540.00 |
| 2) Recessed LED Can trims at exterior columns due to design error | \$ 540.00 |

	Subtotal		\$ 1,080.00
Contractors O.H./Fee	15%		\$ 162.00
Bond Fee	2.5%		\$ 27.00
Total This Request			<b>\$ 1,269.00</b>

*(Note: This Change Order Request adds (7) working days (additional time) to the Contractors Original Contract. All included herein is to be completed under the same "General Terms & Conditions" as is the original executed Contract Agreement)*

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

Approved By: \_\_\_\_\_  
**Brian Orr, President/CEO**

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

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





**CERTIFICATIONS**

- cULus
- RoHS
- IECC

**CRI** 90+ , 80+

**COLOR QUALITY** 3-Step MacAdam Ellipses

**LUMEN OUTPUT** 950, 1200 Lumens

**LUMEN PER WATT** Up to 64

**CCT** 27K, 30K, 35K, 40K, 50K

**OPTIC** 45° Cut-Off

**WARRANTY** 5 Years

- New York state
- California Title 24
- UL/cUL Listed for Wet
- Washington state
- UL/cUL Listed for Damp Location
- LM79/LM80

**UNIQUELY ENGINEERED FOR NEW AND EXISTING CONSTRUCTION**

The RL631 is the newest, most efficient, and advanced LED retrofit modules from ELITE Lighting. It's unique design delivers color quality above a 90 CRI rating. The color matching has never been so close, with a binning as low as 3 MacAdams ellipses. The RL631 LED retrofits meet all new mandatory California Title 24 requirements.

The Elite RL631 LED Module has been engineered for new constructions to meet Title-24's "No Edison Socket" mandate. The Elite RL631 LED system works in our dedicated (LD6IC-AT and LD6RIC-AT) housings and our existing 6" Incandescent housings (B6IC-AT, EZ6IC-AT, B26IC-AT, B26RIC-AT, B6RIC-AT) but is also suitable for using in most 6" Incandescent recessed downlight housings in the market.

INPUT VOLT.	INPUT FREQ.	THD	POWER FACTOR	INPUT POWER	LUMENS
120	50/60Hz	<20%	>0.9	15W(+/-5%)	1200
120	50/60Hz	<20%	>0.9	14W(+/-5%)	950

**DURABILITY**

Our die-cast system pulls the heat from the LED chip, allowing the continued cool operation for years. Our LED driver is rated for 50 to 60 Hz at 120V input, and produces less than 20% THD, has a power factor between 0.90 and 1.00 and is thermal protected for additional safety.

**DIMMABLE**

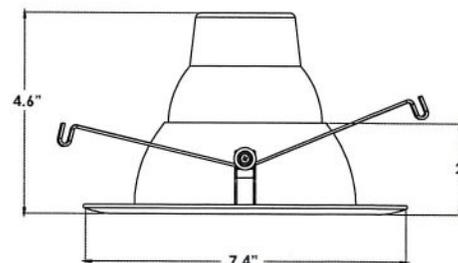
The Elite LED Module is dimmable down to 15% of initial light output with compatible dimmers. Consult factory for complete list of compatible dimming systems.

**OUR WORD**

The Elite LED lighting system carries a five-year carefree warranty for parts and components. (Labor not included)

**FEATURES**

- Over 1200 usable lumens are directed from the luminaire to the work surface
- Greater light output than a 26W CFL or a 65W BR30 while consuming less than 15W of power
- Rated at 90+ CRI to meet California Title-24 strict compliance standards
- Life tested to ensure light output up to 50,000 hours of operation to L70
- Glare reducing cut-off angle of 55 degrees
- High performance optic hides LED chip image but still delivers an even beam of light
- Elite's highly selective LED chips produce zero ultraviolet and virtually no infrared light
- Tested to LM-79 and LM-80 standards
- UL listed for safety



**INSTALLATION**

Ez connector to use with special High efficacy housing or Edison base adapter for retrofitting into existing 6" incandescent housings.

- Utilizes industry standard V springs, installs in most 6" incandescent downlights.
- Insert V springs into can and press trim to ceiling.

**LED**  
**6"**

6 INCH LED RETROFIT MODULE

# ITEM 13.f.

## UNIVERSAL 6" LED RETROFIT BAFFLE LIGHTING MODULE



Elite's innovative LED retrofit downlight modules deliver the brightest, most beautiful and most energy efficient ambient lighting to replace any lamp type on your existing fixture.

RL631									
TYPE	LUMEN SERIES	CCT	CRI	FINISH	OPTION	TRIM OPTIONS			
RL631 (Baffle)	<input type="checkbox"/> 950L-DIMTR-120 <input type="checkbox"/> 1200L-DIMTR-120	<input type="checkbox"/> 27K <input type="checkbox"/> 30K <input type="checkbox"/> 35K <input type="checkbox"/> 40K <input type="checkbox"/> 50K (CRI 80+ Only)	<input type="checkbox"/> 80 <input type="checkbox"/> 90	<input type="checkbox"/> W-WH	<input type="checkbox"/> GU24SA GU24 SOCKET ADAPTER	BT (Baffle Trim) <input type="checkbox"/> RI631-BT-BZ-BZ <input type="checkbox"/> RI631-BT-CP-CP <input type="checkbox"/> RI631-BT-P-BK <input type="checkbox"/> RI631-BT-P-WH <input type="checkbox"/> RI631-BT-SN-SN	RT (Reflector Trim) <input type="checkbox"/> RI631-RT-BZ-BZ <input type="checkbox"/> RI631-RT-CL-WH <input type="checkbox"/> RI631-RT-CP-CP <input type="checkbox"/> RI631-RT-MB-BK <input type="checkbox"/> RI631-RT-MB-WH	<input type="checkbox"/> RI631-RT-W-WH <input type="checkbox"/> RI631-RT-RG-WH <input type="checkbox"/> RI631-RT-SHZ-SHZ <input type="checkbox"/> RI631-RT-SHZ-WH <input type="checkbox"/> RI631-RT-SN-SN <input type="checkbox"/> RI631-RT-SN-WH	

### AVAILABLE COLOR INSERTS FOR RL631 - 5" RETROFIT

#### BAFFLES



RL631-BT-P-BK



RL631-BT-BZ-BZ



RL631-BT-SN-SN



RL631-BT-P-WH



RL4631-BT-CP-CP

#### REFLECTORS



RL631-RT-SHZ-WH



RL631-RT-RG-WH



RL631-RT-CP-CP



RL631-RT-BZ-BZ



RL631-RT-CL-WH



RL631-RT-W-WH



RL631-RT-SHZ-SHZ



RL631-RT-MB-WH



RL631-RT-SN-SN



RL631-RT-MB-BK



RL631-RT-CL-CH

LED  
6"

#### Ordering Guide for Compatible Housing

IC - New Construction	Non-IC New Construction	IC - For Remodel	Non-IC For Remodel
LD6IC-AT	LD6-AT	LD6RIC-AT	LD6R-AT
HLD6IC-AT	HLD6-AT	HLD6RIC-AT	HLD6R-AT
B6IC-AT	B6-AT	B6RIC-AT	B6R-AT
B26IC-AT		B26RIC-AT	

#### \*RECOMMENDED DIMMERS FOR ELITE RL631 LED SYSTEM

LUTRON DIMMERS		LUTRON CONTROL SYSTEM
INCANDESCENT		MAGNETIC LOW VOLTAGE
Diva DVCL-153P Skylark CTCL-153P Nova N-600 NovaT NT-600 Skylark S-600 Ariadni AY-600P Nova NTLV-600 Nova NLV-600	Maestro MRF2-6ND NovaT NTELV-600 Diva DVELV-300P Skylark SELV-300P Nova NELV-450 Skylark S-1000 Decora 06633-766 Decorra 6674 Toggle Dimmer TGI06-1LW	NovaNLV-600 NovaT NTLV-600 Diva DVLV-600P Leviton Dimmer 6613-PL

#### RL631-950L-DIMTR-120-27K-90-W-WH

INPUT WATTS: 14.4

LUMENS: 1040

CRI: 85+

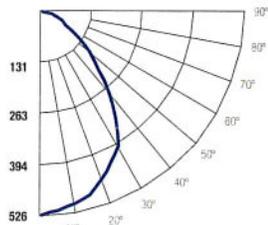
EFFICACY: 72

CCT: 2700K

TEST NO.: EL110317

SPACING CRITERIA: 1.24

#### Candle Power Distribution (Candelas)



#### Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-20	189.66	18.20	18.20
0-30	397.93	38.20	38.30
0-40	629.67	60.50	60.50
0-60	941.17	90.50	90.50
0-80	1036.48	99.60	99.60
0-90	1040.23	100.00	100.00

#### Luminance (Average candela/M<sup>2</sup>)

Angle in Degrees	Average		
	0°	45°	90°
45	16285	17406	20823
55	11327	10376	12839
65	7354	7364	8280
75	5212	5851	6824
85	0	0	5241

#### Lumens Per Zone

Zone	Lumens
0-10	49.29
10-20	140.37
20-30	208.27
30-40	231.75
40-50	191.66
50-60	119.84
60-70	64.10
70-80	31.21
80-90	3.75

#### Candela Tabulation

Zone	Lumens	0	5	15	25	35	45	55	65	75	85	90
0-10	49.29	0	525.84									
10-20	140.37	5	514.12									
20-30	208.27	15	490.18									
30-40	231.75	25	430.84									
40-50	191.66	35	337.53									
50-60	119.84	45	210.25									
60-70	64.10	55	118.62									
70-80	31.21	65	56.75									
80-90	3.75	75	24.63									
		85	0.00									
		90	0.00									

#### Coefficients of Utilization - Zonal Cavity Method

Effective Floor Cavity Reflectance 0.20

ROOM CAVITY RATIO	RC	80%				70%				50%				30%				10%				0%			
		70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%	0%		
0		119	119	119	119	116	116	116	116	111	111	111	106	106	106	102	102	102	102	102	102	100	100		
1		111	107	104	101	108	105	102	99	101	98	96	97	95	93	93	92	90	88	88	88	88			
2		103	96	90	85	100	94	89	84	91	86	82	87	84	81	84	82	79	77	77	77	77			
3		95	86	79	74	93	84	78	73	82	76	72	79	74	70	77	73	69	67	67	67	67			
4		88	78	70	64	86	76	69	64	74	68	63	72	66	62	70	65	61	59	59	59	59			
5		82	70	62	57	80	69	62	56	67	61	56	65	60	55	64	59	55	53	53	53	53			
6		76	64	56	50	74	63	56	50	61	55	50	60	54	49	58	53	49	47	47	47	47			
7		71	59	51	45	69	58	50	45	56	50	45	55	49	44	54	48	44	42	42	42	42			
8		66	54	46	41	65	53	46	41	52	45	41	51	45	40	50	44	40	38	38	38	38			
9		62	50	42	37	61	49	42	37	48	42	37	47	41	37	46	41	37	35	35	35	35			
10		58	46	39	34	57	46	39	34	45	38	34	44	38	34	43	38	34	32	32	32	32			

RC - Ceiling Cavity Reflectance

RW - Wall Reflectance

6 INCH LED RETROFIT MODULE



### COMPATIBLE WITH MOST JUNCTION BOXES AND 6" AND 5" HOUSINGS

#### ENGINEERED FOR VERSATILITY AND PERFORMANCE

The Elite RL670 has been engineered for New Construction, Remodel and Retrofit applications for 6 and 5 inch downlights as well as applications in standard junctions boxes. Dedicated housings install the same way as our standard incandescent downlights and include features such as adjustable, lockable and tilting bar hangers. Over 1000 usable lumens are directed from the luminaire to the work surface. Lighting is smooth and comfortable, all while using 75% less energy than the equivalent 65W BR30 and 25% less than the common 18W CFL. Plus the Elite RL670 features 50,000 hours of life, and California Title-24 compliance.

INPUT VOLT.	INPUT FREQ.	THD	POWER FACTOR	INPUT POWER	LUMENS
120	50/60Hz	<20%	>0.9	14W (+/-5%)	1000

#### FEATURES

Greater light output than an 18W CFL or a 65W BR30 while consuming less than 14W of power. Fits in most 6 and 5 inch downlight housings and junction boxes.

#### OPTICS

The Elite-Engineered LED Module system is much more than just a simple LED retrofit. The Elite LED system is a highly engineered work of design and optical science which produces over 1000 lumens! Our meticulously crafted optics gather the light scattered by the LED chip and shape it into a functional beam with uniform light distribution.

#### DURABILITY

Die-cast aluminum housing and heat management system are engineered for extremely long life and service period. Without proper heat management, any LED luminaire will fail. Our die-cast system pulls the heat from the LED chip, allowing the continued cool operation for years. Life tests have shown the Elite RL670 light output will be maintained at 70% of initial at 50,000 hours of operation. Our superior design allows for installation in construction that requires the Elite Air-Shut™ system. Our LED driver is rated for 50 to 60 Htz at 120V input, produces less than 20% THD, has a power factor between 0.90 and 1.00 and is thermal protected for additional safety. For installations requiring a 277V driver please consult the factory.

#### REPEATABLE

Repeatability means quality. From our chip selection process, to our driver, to the thermal management, the Elite RL670 Module is engineered for quality. All Elite LED luminaires are rated 0+ CRI, as rated and tested to LM-79 and LM-80 standards by a certified laboratory, and meets the California Title-24 compliance standards. Elite's highly selective LED chips produce zero ultraviolet and virtually no infrared light.

#### DIMMABLE

The Elite RL670 lighting system is dimmable down to 10% by using an approved dimmer. Refer to dimming matrix for more information.

#### INTERCHANGEABLE

The Elite RL670 LED system fits in most junction boxes, our dedicated (LD6IC-AT, LD6RIC-AT, LD5IC-AT, LD5RIC-AT) housings and our existing 6" and 5" Incandescent housings.

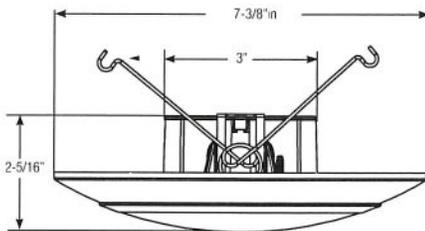
#### ADAPTABLE

All Elite RL670 luminaires are shipped standard with our custom engineered Edison adapter. This adapter assembly allows the luminaires to install directly into existing Elite 6" and 5" incandescent downlight housings and most other 6" and 5" incandescent downlight housings. GU24 style socket base adapters also available upon request.

#### OUR WORD

The Elite LED lighting system carries a five-year carefree warranty for parts and components. (Labor not included)

#### DIMENSION



Fits square J-Box with min. 2.125" depth

#### INSTALLATION

- Comes with industry standard torsion springs or mounting clips that can be adjusted to fit in most junction boxes and most 6" and 5" downlight housings. Custom designed bracket included for mounting in standard size junction box.



#### CERTIFICATIONS

- cULus
- RoHS
- IECC
- New York state
- UL/cUL Listed for Damp Location
- California Title 24
- Washington state
- LM79/LM80

### COMPATIBLE JUNCTION BOXES FOR RL670



3" / 4" Round (Plastic)



3" / 4" Square (Plastic)



3" / 4" Octagonal (Metal)



4" Square (Metal)



Fire Rated J-Box

**Note:** A 2-1/8" deep octagon junction box is recommended for through circuit wiring applications.

# ITEM 13.f.

## UNIVERSAL 6" & 5" SURFACE MOUNT LED MODULE

RL670	1000L SERIES	CCT	CRI	FINISH	RING TRIM	OPTION
RL670	<input type="checkbox"/> 1000L-DIMTR-120 <input type="checkbox"/> 1000L-DIMTR-MVOLT	<input type="checkbox"/> 27K <input type="checkbox"/> 30K <input type="checkbox"/> 40K	<input type="checkbox"/> 90+	<input type="checkbox"/> W-WH	<input type="checkbox"/> RL670-RT-BK <input type="checkbox"/> RL670-RT-BZ <input type="checkbox"/> RL670-RT-SN	<input type="checkbox"/> GU24SA GU24 SOCKET ADAPTER

### AVAILABLE COLOR INSERTS FOR RL670 - 6" RETROFIT

RING TRIM



RL670-RT-BK



RL670-RT-BZ



RL670-RT-SN

Ordering Guide for Compatible Housing			
IC - New Construction	Non-IC New Construction	IC - For Remodel	Non-IC For Remodel
LD6IC, HLD6IC-AT	LD6-AT, HLD6-AT, B6-AT	LD6RIC-AT	LD6R-AT, HLD6R-AT
LD600IC-AT, EZ6IC-AT		HLD6RIC-AT	B6R-AT
B6IC-AT, B6IC-100-AT		EZ6IC-AT	
B600-IC		B6RIC-AT	

Ordering Guide for Compatible Housing			
IC - New Construction	Non-IC New Construction	IC - For Remodel	Non-IC For Remodel
LD5IC-AT	LD5-AT	LD5RIC-AT	LD5R-AT
HLD5IC-AT	HLD5-AT	HLD5RIC-AT	HLD5R-AT
B5IC-AT	B5-AT	B5RIC-AT	B5R-AT
B25IC-AT		B25RIC-AT	

LED  
6"  
5"

### \*RECOMMENDED DIMMERS FOR ELITE RL670 LED SYSTEM

#### LUTRON DIMMERS

##### DIMTR

Diva DVCL-153P Skylark CTCL-153P Nova N-600 NovaT NT-600 Skylark S-600 Ariadni AY-600P Nova NTLV-600 Nova NLV-600	Maestro MRF2-6ND NovaT NTELV-600 Diva DVELV-300P Skylark SELV-300P Nova NELV-450
--	--

### RL670-1000L-DIMTR-120-40K

INPUT WATTS: 14.3

LUMENS: 947

CRI: 85+

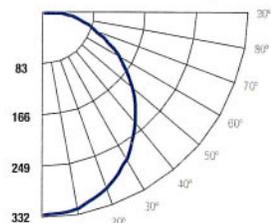
EFFICACY: 66

CCT: 4000K

TEST NO.: EL-061413

SPACING CRITERIA: 1.36

#### Candle Power Distribution (Candelas)



Cone of Light		
4.0	20.7 fc	11.3 ft
8.0	5.18 fc	22.7 ft
12.0	2.3 fc	34 ft
16.0	1.3 fc	45.3 ft
20.0	0.83 fc	56.7 ft
24.0	0.58 fc	68.0 ft
Distance to Plane	Initial Footcandle at Nadir	Beam diameter

BEAM DIA. MEASURED AT 50% OF NAIRI F.C.

#### Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-20	120.50	N.A.	12.70
0-30	254.29	N.A.	26.90
0-40	413.34	N.A.	43.70
0-60	722.72	N.A.	76.30
0-80	911.28	N.A.	96.20
0-90	946.78	N.A.	100.00

#### Luminance (Average candela/M<sup>2</sup>)

Angle in Degrees	Average		
	0°	45°	90°
45	16431	16296	16275
55	15909	15608	15457
65	15274	14966	14543
75	15826	14428	13736
85	23509	21114	17784

#### Lumens Per Zone

Zone	Lumens
0-10	31.33
10-20	89.17
20-30	133.78
30-40	159.05
40-50	162.67
50-60	146.70
60-70	114.27
70-80	74.30
80-90	35.50

#### Candela Tabulation

Q	Q
0	331.74
5	330.04
15	315.87
25	290.90
35	254.45
45	212.14
55	166.61
65	117.86
75	74.79
85	37.41
90	18.73

#### Coefficients of Utilization - Zonal Cavity Method

Effective Floor Cavity Reflectance 0.20

ROOM CAVITY RATIO	RC	80%				70%				50%				30%				10%				0%			
		70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%			
0		119	119	119	119	116	116	116	116	111	111	111	106	106	106	102	102	102	102	100					
1		108	103	98	94	105	100	96	92	96	93	89	92	89	87	89	86	84	82	82					
2		98	89	82	76	95	87	81	75	84	78	73	80	76	72	77	73	70	68						
3		89	78	70	63	87	77	69	62	74	67	61	71	65	60	68	63	59	57						
4		82	69	60	53	79	68	59	53	65	58	52	63	57	51	61	55	51	49						
5		75	62	53	46	73	61	52	46	59	51	45	57	50	45	55	49	44	42						
6		69	56	47	40	67	55	46	40	53	45	40	51	44	39	50	44	39	37						
7		64	51	42	35	62	50	41	35	48	41	35	47	40	35	45	39	34	32						
8		60	46	37	32	58	45	37	31	44	37	31	43	36	31	42	35	31	29						
9		56	42	34	28	54	42	34	28	41	33	28	39	33	28	38	32	28	26						
10		52	39	31	26	51	39	31	26	38	30	26	37	30	25	36	30	25	24						

RC - Ceiling Cavity Reflectance

RW - Wall Reflectance



DATE	COR	COR DESCRIPTION	AMOUNT	ORR O/H PROFIT	Bond Fee	TOTAL
				15%	2.5%	
9/13/18	<a href="#">1</a>	Demo soffits & framing found above acoustic clg	\$ 2,645.00	\$ 396.75	\$ 66.13	\$ 3,107.88
9/28/18	<a href="#">2</a>	R&R ceiling light fixtures & wiring	\$ 29,295.00	\$ 4,394.25	\$ 732.38	\$ 34,421.63
10/23/18	<a href="#">3</a>	F&I fire sprinkler system	\$ 29,900.00	\$ 4,485.00	\$ 747.50	\$ 35,132.50
10/31/18	<a href="#">4</a>	Drywall work requested by J. Hoy	\$ 7,280.00	\$ 1,092.00	\$ 182.00	\$ 8,554.00
12/3/18	<a href="#">5-R2</a>	ADA sidewalk	\$ 33,196.55	\$ 4,979.48	\$ 829.91	\$ 39,005.95
11/21/18	<a href="#">6</a>	HVAC additions	\$ 83,980.00	\$ 12,597.00	\$ 2,099.50	\$ 98,676.50
1/30/19	<a href="#">7-R1</a>	Owner request per Sheet A2.1 & MEP's 11/8/18	\$ 30,855.00	\$ 4,628.25	\$ 771.38	\$ 36,254.63
1/30/19	<a href="#">8</a>	Owner request and RFI-15	\$ 6,860.00	\$ 1,029.00	\$ 171.50	\$ 8,060.50
2/5/19	<a href="#">9</a>	owner requested added lights	\$ 3,380.00	\$ 507.00	\$ 84.50	\$ 3,971.50
2/7/19	<a href="#">10</a>	Ada sidewalk per RFI-14	\$ 4,670.00	\$ 700.50	\$ 116.75	\$ 5,487.25
2/7/19	<a href="#">11</a>	Added exterior ada ramp per City field directive	\$ 8,761.72	\$ 1,314.26	\$ 219.04	\$ 10,295.02
2/7/19	<a href="#">12</a>	major floor repair	\$ 10,000.00	\$ 1,500.00	\$ 250.00	\$ 11,750.00
2/20/19	<a href="#">13</a>	Dome light fixtures at entry	\$ 1,080.00	\$ 162.00	\$ 27.00	\$ 1,269.00
2/21/19	<a href="#">14</a>	Pave all slot and open grade areas - parking lot	\$ 30,900.00	\$ 4,635.00	\$ 772.50	\$ 36,307.50
		<b>TOTAL CHANGE ORDER AMOUNT</b>	<b>\$ 282,803.27</b>	<b>\$ 42,420.49</b>		<b>\$ 332,293.84</b>

-249-



Developing *Visions*  
into Landmarks



## CHANGE ORDER REQUEST

TO: City Of Coachella  
ATTN: Gordon Fisher and Jonathan Hoy  
1515 Sixth Street  
Coachella, CA 92236

Date: 2/21/19  
C.O.R. No. 14  
Cost Code: various  
Job No. 933-18  
Project: Coachella Permit Center

Orr Builders is to provide all labor, materials, tools, equipment and supervision necessary to complete the following work:

Additional work requested by Owner

- |  |              |
|--|--------------|
| 1) Pave all "slot" and open grade areas with 6" A.C. over compacted subgrade<br>Please see attached bid/proposal | \$ 29,800.00 |
| 2) Repaint all striping per previous layout including 3 ADA stalls   | \$ 1,100.00  |

Subtotal	\$ 30,900.00
Contractors O.H./Fee 15%	\$ 4,635.00
Bond Fee 2.5%	\$ 772.50
<b>Total This Request</b>	<b>\$ 36,307.50</b>

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

Approved By: \_\_\_\_\_  
**Brian Orr, President/CEO**

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

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

# ITEM 13.f.



RECEIVED  
By ORR Builders at 7:23 am, Feb 06, 2019

CERTIFIED SMALL BUSINESS & 8(a)

ADDRESS: 515 W. CULLY DR. ORANGE, CA. 92865 PHONE: 714-279-3995 FAX: 714-279-3925 EMAIL: JEFF@FGPPAVING.COM

## BID/PROPOSAL

TO: ORR BUILDERS; 39301 BADGER ST. SUITE 300 PALM DESERT

DATE: FEB. 5, 2019

ATT: DAVE ORR; [DORR@ORRBUILDERS.COM](mailto:DORR@ORRBUILDERS.COM)

PHONE: 760/360-6632

JOB NAME & LOCATION: 53990 ENTERPRISE @ 54<sup>TH</sup> ST. COACHELLA

### SCOPE OF WORK:

ALL METHODS OF CONSTRUCTION ARE BASED ON EXISTING CONDITION OF LOT AT JOBWALK JAN. 29, 2019

PAVE ALL "SLOT" & OPEN GRADE AREAS WITH 6" A.C. OVER COMPACTED SUBGRADE

GRIND (COLD PLANE) EXISTING ASPHALT PARKING LOT 1.5" DEPTH ON APPROX. 22,000 SQ. FT.

FILL ALL CRACKS WITH "CRAFCO" HOT RUBBERIZED CRACK FILLER APPROX. 1,200 L.F.

APPLY SS-1 TACK COAT BINDER TO ENTIRE AREA TO BE PAVED

FURNISH & PAVE 1.5" ASPHALT OVERLAY ON ENTIRE PARKING LOT AREA OF 22,000 SQ. FT.

PRICE GOOD THRU MARCH 31, 2019. PRICE BASED ON (ONE) MOVE-IN

PRICE: \$29,800.00

ALTERNATE: REPAINT ALL STRIPING PER PREVIOUS LAYOUT INCLUDING (3) ADA STALLS

PRICE: \$1,100.00

RECEIVED  
FEB 21 2019  
ORR BUILDERS

EXCLUSIONS TRAFFIC CONTROL, SUBGRADE, TESTS, PERMIT, IMPORT/EXPORT, DEMO, ENGINEERING, VALVES/MANHOLE ADJUSTMENTS, WATER, WATER METERS, PATCHING FOR OTHER TRADES, DUMP FEES, SURVEYING, LAYOUT, SPECIAL MIX DESIGNS, DRAINAGE LESS THAN 1%, PRIME COAT, WEED KILL, FOOTINGS, BACKFILLING, DELAYS OR DAMAGE BY MOTHER NATURE, STREET SWEEPING DURING BASE OR ASPHALT INSTALL, ANY TYPE OF WATER CLEANING (WASH DOWN OR PRESSURE WASHING) MORE THAN 1 MOBILIZATION DUE TO IMPROPER SCHEDULING BY CONTRACTOR. (PETERSONS WILL SCHEDULE 1 MOBILIZATION AT THE END OF PROJECT IF ANY REPAIR WORK IS NEEDED THAT HAPPENS TO BE OUR RESPONSIBILITY, LESS THAN 2 WEEKS NOTIFICATION & THEN GIVEN A 24 HR. OR 48 HR. NOTIFICATION. WE NEED A LOOK AHEAD SCHEDULE & PROPER NOTIFICATION BEFORE SCHEDULING WORK, ANY UNFORSEEN OBJECTS DISCOVERED IN DIGGING & ANYTHING OUTSIDE OUR SCOPE ABOVE.

NOTE: PRICE GOOD THRU \_\_\_\_\_

BID BY: Jeff Rosser- project mgr.  
Peterson Grading & Paving, Inc.  
Certified 8A MBE contractor

Payment due upon completion and acceptance; however, should more than 30 consecutive calendar days be required to complete the above items, owner will make progressive payments upon the receipt of invoice(s) covering work completed to date of invoice. This proposal with terms and conditions as provided above when signed in the space indicated becomes a firm and binding contract.

TERMS: 100% DUE UPON PRESENTATION OF INVOICE. In the event payment is not received within 30 days of completion of work, interest will accrue from the date of completion until paid at a rate of 8%. ATTORNEY FEES: In the event Peterson Grading & Paving, Inc. is required to retain the services of an attorney to enforce any of the terms of this Proposal & Contract and/or to seek payment due to Peterson Grading & Paving, Inc., Client will be responsible for payment of all such legal fees and costs, whether or not a lawsuit, arbitration, or mediation occurs.

INSURANCE: In the event that a waiver of subrogation is required by contract an additional fee will apply. Not inclusive in bid.

NOTE: This proposal may be withdrawn by Peterson Grading & Paving if not accepted within 30 days.

WARRANTY: The persons signing this Proposal and Contract represent and warrant that they have authority to bind the parties on whose behalf they are signing.

JEFF ROSSER \_\_\_\_\_ DATE

NAME \_\_\_\_\_ DATE 2-21-19

**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**

**WHEREAS**, the City Council has authorized the improvements to the Coachella Permit Center in the amount of \$145,000.00 to accommodate projected increase demands on City services caused by the City's growth; and

**WHEREAS**, the City maintains a General Government Impact Fee Fund in which the City deposits the proceeds from its general government impact fees, a fee paid by developers within the City to fund general government facilities required to accommodate new growth; and

**WHEREAS**, the current balance within the General Government Impact Fee Fund is insufficient to fund the necessary improvements to the general government facilities; and

**WHEREAS**, the City Council has determined it is desirable to proceed at this time with the development of the Coachella Permit Center and to transfer the necessary funds from the general fund to the General Government Impact Fee Fund, subject to repayment, as additional new general government impact fees are collected from developers.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DOES HEREBY DETERMINE, ORDER AND RESOLVE, AS FOLLOWS:**

The City Council hereby authorizes a transfer from the general fund to the General Government Impact Fee Fund in the amount of \$145,000.00 subject to simple interest on the unpaid principal balance thereof, computed at a rate per annum equal to the average monthly rate earned by the City from its investments in the "Local Agency Investment Fund" from the date of payment to the date of repayment. The loan will be repaid to the general fund as additional new library impact fees are collected. Payments will be applied to interest first.

**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day of February, 2019.

---

Steven A. Hernandez  
Mayor

# ITEM 13.f.

**ATTEST:**

---

Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

---

Carlos Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-14 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27<sup>th</sup> day of February, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Andrea J. Carranza, MMC  
Deputy City Clerk



ITEM 13.g.





**STAFF REPORT**  
**2/27/2019**

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

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

**SUBJECT:** Consider Professional Services Agreement with Arivitas Partners, LLC for Housing Element Re-zoning and Retail Cannabis ranking committee tasks in an amount not to exceed \$35,000.00 for a 12-month term.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with consultant Kevin Maevers (Arivitas Partners, LLC) subject to the term of the attached agreement.

**BACKGROUND:**

In September 2018 the City Manager authorized a professional services agreement with Arivitas Partners, LLC in the amount of \$15,000, under the City Manager's discretionary funding account, to begin work related to the City's compliance with rezoning efforts required under the City's 2014 Certified Housing Element. The State Housing and Community Development (HCD) has placed the City of Coachella under a close monitoring to re-zone enough acreage in the City to accommodate capacity for very high-density residential development pursuant to the City's Housing Element mandatory re-zoning efforts.

**DISCUSSION/ANALYSIS:**

Mr. Kevin Maevers is an independent consultant that was been involved in several private-sector projects in the City. In early 2018 he began a private practice and agreed to assist the City with its Housing Element compliance work. Since September 2018 he has worked with Peter Rabbit Farms on a major project ("Zona Central City-Initiated Zone Change") for a conceptual mixed-use community plan and related CEQA documents, that would re-zone approximately 150 acres of vacant agricultural land to RM-PD (Multifamily Residential – Planned Unit Overlay) and CN-PD (Neighborhood Commercial-Planned Development Overlay) to create a mixed-use urban community with business park and neighborhood commercial uses on land located on the west side of Tyler Street south of Avenue 50. The landowners are in full support of the project, and the project is scheduled to be reviewed by the Planning Commission in the coming months.

Additionally, the City Council has recently directed the City Attorney to allow a new Retail Cannabis application window period for new licensees. And based on prior experience, the City would like to create the framework for a Retail Cannabis – Cycle 2 Ranking Committee and

# ITEM 13.g.

establish records management protocols for this endeavor. It is anticipated that this will generate over 10 applications for cannabis dispensaries that will be subjected to a competitive process.

Staff would like to engage the services of Arivitas Partners, LLC for the above tasks by augmenting Mr. Maevers' current agreement from by an additional \$20,000, bringing the total contract amount to \$35,000, based on the attached Professional Services Agreement.

## **ALTERNATIVES:**

- 1) Approve the attached Professional Services Agreement for \$35,000.00 for a 12-month term.
- 2) Approve the attached Professional Services Agreement with modified terms.
- 3) Take no action and provide staff with direction.

## **FISCAL IMPACT:**

The Planning Division has a budgeted allocation for professional services that includes 3rd party consultants like Arivitas Partners, LLC and related consultants. In addition to the budgeted amounts, the City will use deposit-based fees for retail cannabis ranking and entitlement work which will require a streamlined review and approval processes. As such, the fiscal impacts of the attached Professional Services Agreement will not have a significant effect on City coffers.

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

Staff recommends Alternative #1 or #2 above.

Attachment: Standard Agreement Letter for Arivitas Partners, LLC

\*\*\*\*\*STANDARD AGREEMENT LETTER – ARIVITAS PARTNERS, LLC\*\*\*\*\*

February 28, 2019

Kevin L. Maevers, AICP  
Arivitas Partners, LLC  
79-405 Highway 111, Suite 9-462  
La Quinta, CA 92253

**Re: Letter of Agreement for “2019 Contract Planning Services”**

Dear Mr. Maevers:

This letter shall be our Agreement regarding planning, management, and environmental services for processing applications for planning approval as described below (“Services”) to be provided by Arivitas Partners, LLC (Kevin L. Maevers, President), a California Limited Liability Company (“Contractor”) as an independent contractor to the City of Coachella for the various current and future projects (“Projects”).

The Services to be provided may include, but are not limited to the following:

1. Assist City of Coachella staff in a project planner capacity by reviewing, analyzing, processing, and formulating recommendations for a City-initiated change of zone applications as assigned by the City Manager, Development Services Director, or designee including, but not limited to, the following:
  - a. Completion of the Zona Central Change of Zone project to accommodate a minimum of 310 additional dwelling units by right on properties previously identified in the City Certified Housing Element and related tasks including
    - i. Participation in meetings with land owners to discuss project scope and schedule, negotiate entitlement requests and get written owners’ consent to proceed.
    - ii. Assist City staff in preparation of file documents with exhibits for routing to City and outside agencies, preparation of preliminary CEQA documents including preparation of draft Mitigated Negative Declaration, as needed.
    - iii. Assist City staff in preparing draft notices of public hearing for publication and mailings for each Planning Commission and City Council meeting, as directed by City staff.
    - iv. Prepare draft staff reports, resolutions, ordinances, exhibits, and responses to comments, as needed for finalization by City staff for Planning Commission and City Council agendas.
  - b. Coordination of the Retail Cannabis – Cycle 2 Ranking Committee tasks and assignments, including meetings with the assigned committee members, organization of all records management and public records requests for Retail Cannabis Change of Zone,

# ITEM 13.g.

Conditional Use Permits, and related applications as assigned by the Development Services Director.

2. Attendance at staff meetings and/or project proponent meetings, as directed by the City Manager, Development Services Director, and designee. Attendance at Planning Commission and City Council meetings, public hearings, and other meetings as directed by the City Manager, Development Services Director, or designee.
3. Completion of draft written and graphic documents, and other correspondence as needed to carry out the tasks of “project planner” for Projects as described in Item No. 1 and 2 above.
4. Coordination of schedules, follow up items, budgetary concerns and related items to ensure the City’s Project schedule is maintained for Item No. 1 above.

The above tasks will be billed to the City of Coachella on a **“time and materials”** basis based on the following rates:

Contract Planner .....\$135.00/hr.

**Reimbursable Expenses:**

- Mileage to be billed at IRS Business Rate plus 20%
- Printing, Reproduction, Scanning, etc. billed at direct cost plus 20%
- Sub-Consultant Fees billed at direct cost plus 20%

**Per Diem Rates:**

- Per Diem for overnight trips (lodging, meals, and incidentals) shall be billed at current Government Services Administration (GSA) rates for the County for which the travel occurs (Riverside County, San Bernardino County, etc.) plus 20%. Current rate schedule is for FY 2018 and shall be adjusted annually pursuant to GSA guidelines.

**Annual Review and Adjustment:**

- Arivitas’ Schedule of Hourly Rates is subject to change based on an annual review of the cost of living and employee wage increases. In the event Arivitas’ Schedule of Hourly Rates is adjusted, a corresponding percentage increase shall be applied to all remaining Agreement budgets and such Agreement budgets and such Schedule of Hourly Rates shall apply to subsequent Extra Work.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate of \$135.00 for Contract Planner. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed thirty five thousand dollars (\$35,000.00).

Contractor shall provide proof of professional liability (Errors and Omissions) in the amount of \$1,000,000 and automobile liability insurance of \$100,000/\$300,000 (per person/accident) to the City of Coachella with any specific endorsements and conditions required by the City for the Services to be

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provided. If Contractor is an employer or otherwise hires one or more employees during the term of the Projects, Contractor shall also provide proof of workers' compensation coverage for such employees which meet all requirements of state law.

Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the current billing period.

City shall review and pay the approved charges on such invoices in a timely manner (within 30 days). Services on the Projects shall begin as of February 28, 2019 and be completed by February 27, 2020 unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Projects completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses up to the limits of Contractor's Professional Liability Insurance. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

**CITY OF COACHELLA**

**CONTRACTOR**

*Approved by:*

*Reviewed and Accepted by Contractor:*

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

\_\_\_\_\_  
Signature                      Date:  
President, Arivitas Partners, LLC

*Approved as to form:*

\_\_\_\_\_  
Kevin L. Maevers, AICP  
Name

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

\_\_\_\_\_  
Title



**ITEM 14.a.**





**STAFF REPORT**  
**2/27/2019**

**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) (First Reading).

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council introduce for first reading, by title only, 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 July 6, 2016, the Planning Commission approved Conditional Use Permit, (CUP #265) and Architectural Review (AR #16-08) for a commercial cannabis facility known as the “Cultivation Technologies, Inc. (“CTI Project”) on the subject site. The CUP included provisions for an interim facility that is currently in operation. An Environmental Initial Study recommending the adoption of a Mitigated Negative Declaration (EA #15-07) was prepared and distributed to responsible agencies for review and comment pursuant to the guidelines of the California Environmental Quality Act (“CEQA”). On July 13, 2016 the City Council adopted a Mitigated Negative Declaration (MND) addressing the environmental impacts of the prior entitlements and approved a Development Agreement for the CTI project.

On June 20, 2018, the Planning Commission approved Conditional Use Permit 265 (Modification #1) which allowed the developer to modify the prior-approved site plan and phasing of development. Subsequently, on December 19, 2018, the Commission approved Modification No. 2 to Conditional Use Permit No. 265 and Modification No. 1 to Architectural Review 16-08. This approval modified the original project to allow a 126,000 square foot industrial greenhouse on the project site.

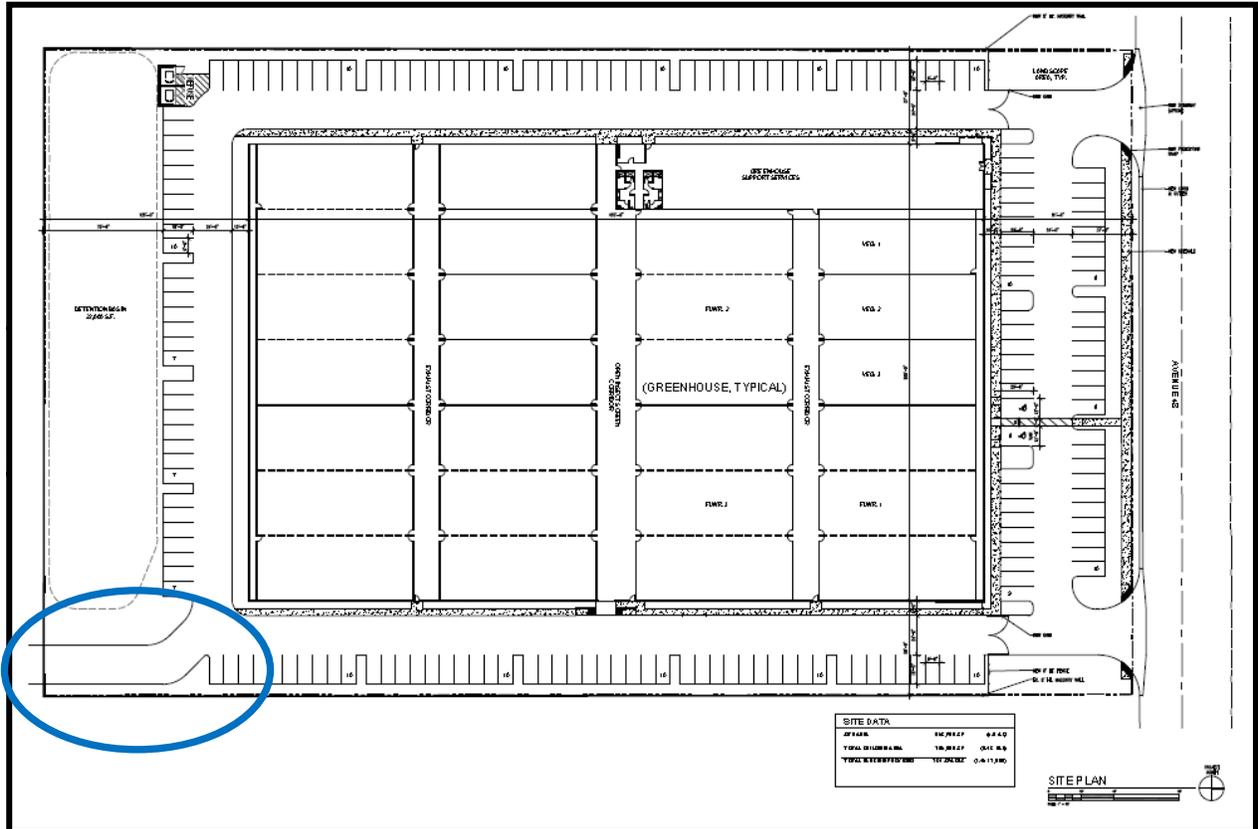
**DISCUSSION/ANALYSIS:**

The Planning Commission has approved plans for the Desert Research Park #4 project as CUP 265 (Modification #2) and Architectural Review 16-08 (Modification) to allow development using the “alternate site plan” previously approved but with slight modifications, and using the

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“industrial greenhouse” architectural theming of the adjoining Desert Research Park #2 project which is located at 48-451 Harrison Street.

Additionally, the latest site plan shows internal access between the subject site and the property to the south, which is the Desert Research Park #2 project site. This would facilitate a sewer easement over both parcels, and create a third point of access to this property, as identified on the applicant’s site plan, and the highlighted area shown on the exhibit below.



The project, as approved by the Planning Commission, will incorporate an industrial greenhouse design with horizontal metal cladding in the front portions of the building. The City Council is not required to approve the architectural review exhibits. However, they are provided herein for informational purposes. And they will incorporate the metal cladding screening, and odor-control mitigation measures, recently discussed at the joint Planning Commission/City Council study session.

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## Proposed Development Agreement:

The proposed Agreement was prepared in conjunction with the City Attorney, City Manager and Development Services Director. The structure of the Agreement has the Applicant owning the Project and entering into leases with individual operators who will obtain regulatory permits from the City and will be planting, growing, cultivating, harvesting, processing, drying, trimming, testing, extracting and manufacturing commercial cannabis products.

The Agreement is being proposed to vest the developments rights of the applicant for a period of 7 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

At this time the parties are in agreement with the proposed Development Agreement that is included in this staff report as Attachment #2. Additionally, staff has added the Planning Commission's prior-recommended conditions of approval for Conditional Use Permit No. 265 (Modification #2) and the standard "cannabis greenhouse" peer review condition, which read as follows:

- A. The metal cladding parapet wall structure shall be wrapped around the east and west sides of the building for a distance of 150 feet from the front of the building. The east and west sides of the greenhouse structure shall incorporate colored banding and vertical architectural elements every 250 feet.
- B. The applicant shall submit landscaping/irrigation plans and perimeter fencing plans that substantially match the plans approved as part of Resolution No. PC2016-08 approving Architectural Review No. 16-08.
- C. Prior to issuance of building permits, the applicant shall submit mechanical engineering plans for the odor control mechanisms for review by a qualified third-party consultant, and to be presented as a non-hearing item to the Planning Commission.

### **ENVIRONMENTAL REVIEW:**

On July 13, 2016 the City Council adopted a Mitigated Negative Declaration (EA #15-07) and Mitigation Monitoring Program for CTI Project pursuant to the guidelines of the California Environmental Quality Act (CEQA). The proposed project is substantially similar to the prior-approved project and does not create any new environmental effects that were not previously contemplated. As such, no additional new environmental review is required at this time.

In making the above determinations and arriving at these conclusions, staff analyzed the proposed project in relationship to the prior-approved Initial Study/Mitigated Negative Declaration approved as part of EA #15-07. Attached to this staff report, and outlined in the attached resolution, is a CEQA Findings letter from the City's CEQA consultant (see letter from Terra Nova Planning & Research) which details a comparison of the anticipated environmental effects of the project, as compared to EA #15-07. All prior mitigation measures have been included in the conditions of approval for the Conditional Use Permit modification for this project, and will remain in full force and effect.

### **General Plan Consistency:**

The proposed project was found to be consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has an Industrial District land use designation that allows for industrial development. The proposed structures on the site are in keeping with the policies of the Industrial District land use classification and the project is internally consistent with other General Plan policies for this type of development.

### **FISCAL IMPACT:**

Ordinance No. 1134 will approve the Coachella Valley CRE, Inc. Development Agreement for the Desert Research Park 4 project, which will result in positive fiscal impacts to the City of Coachella. In addition to payment of the City's Development Agreement fee (2% of Building Valuation), and the user fees and development impact fees, the project will general cannabis

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cultivation and manufacturing fees based on floor area of cultivation and gross wholesale receipts as discussed above.

Attachments: Ordinance No. 1134 (1<sup>st</sup> Reading)  
Development Agreement with Coachella Valley CRE, Inc.  
CEQA Findings Letter

**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) (*1<sup>st</sup> Reading*).**

**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

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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 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 the regulations 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.

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**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".

**PASSED APPROVED AND ADOPTED** this 27th day of February 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Steven Hernandez, Mayor  
City of Coachella

§ ATTEST:

\_\_\_\_\_  
Angela M. Zepeda, City Clerk  
City of Coachella

APPROVED AS TO FORM:

\_\_\_\_\_  
Carlos L. Campos, City Attorney  
City of Coachella



**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 \_\_\_\_\_ (\_\_\_\_<sup>th</sup>) 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.

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 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

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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 referendum, 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 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

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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 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,

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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 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.

**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

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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 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

# ITEM 14.a.

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 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.

# ITEM 14.a.

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 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.

# ITEM 14.a.

*[Signatures on following pages]*

# ITEM 14.a.

**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)

# ITEM 14.a.

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 14.a.

## 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 \_\_\_\_\_        }

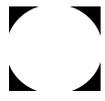
On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

**TERRA NOVA PLANNING & RESEARCH, INC.**

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November 28, 2018

Mr. Luis Lopez  
Development Services Director  
City of Coachella  
1515 6<sup>th</sup> Street  
Coachella, CA 92236

RE: CEQA Evaluation, Desert Rock #4 Project, Amendment to CUP 265 and Architectural Review 16-08

Dear Luis:

At the City's request, Terra Nova has undertaken an analysis of the proposed Desert Rock 4 Project (formerly known as the CTI Project). This analysis focuses specifically on the CEQA documentation for the project. In this regard, we have reviewed:

- The Initial Study/Mitigated Negative Declaration for Cultivation Technologies, Environmental Assessment 15-07 for Conditional Use Permit 265 and Architectural Review 16-08 (herein referred to as CTI IS).
- The Desert Rock Development Coachella Research Park #4 Plan Set, dated October 23, 2018.

As you know, we prepared the Initial Study, which the City adopted in 2016, along with the corresponding Mitigation Monitoring Program.

**Project Background and Current Proposal**

The CTI IS was prepared to analyze the development of 111,500 square feet of cannabis cultivation and associated facilities on 6.06 acres. The project consisted of two conventionally constructed buildings, one of 56,000 square feet, and one of 55,500 square feet. The buildings would include four 22,000 square foot cultivation areas, as well as processing, storage, laboratory and manufacturing (extraction) spaces, offices and similar ancillary spaces. The project also included 154 parking spaces distributed throughout the site, and a 17,000± square foot retention basin at the southern boundary of the site. In addition, a temporary operations area, consisting of an area of 7,200 square feet, to be occupied by container buildings that would contain laboratory and manufacturing (extraction) facilities. The temporary operations area was to be removed prior to the opening of the permanent structures. Access was to be from Avenue 48, at three driveway access points – one in the center of the site, and two at the northwest and northeast corners of the site, respectively.

The currently proposed project would include 126,000 square feet of cultivation area, which could be further internally subdivided, and support services. The support services area will consist of storage areas for fertilizers and irrigation equipment, office space, break rooms and restrooms. Space within the building could also be used for processing, storage, laboratory and manufacturing/extraction.

The greenhouse structures will be clad in metal architectural treatment to screen the greenhouse structures from view on their north side (Avenue 48), and the adjacent corners on the west and east sides. The temporary manufacturing area, approved with the previous project, is currently operating and located in the northeast corner of the site. As was the case with the previous project, this temporary area will be removed prior to the opening of the permanent structures. A retention basin of approximately 22,000 square feet is proposed on the southern boundary of the project site. The project proposes 184 parking spaces to be distributed around the perimeter of the site. Access is currently proposed at two locations, one on the northwest and one on the northeast corner of the site. An access driveway on the southeast corner of the site could also provide internal access to a future project to the south. Table 1 shows a tabular representation of the two projects.

	<b>Analyzed in CTI IS</b>	<b>Current Proposal</b>	<b>Difference</b>
Building Square Feet	111,500	126,000	+14,500
Parking Spaces	154	184	+30
Retention Square Feet	17,380±	20,000±	+2,620±

### **CEQA Considerations**

There is no question that the currently proposed project constitutes a “project” as defined by CEQA. The issue is whether the project requires additional CEQA review. CEQA grants each Lead Agency the right to consider the need for additional CEQA review for projects that are amended after project approval. CEQA also provides significant guidance to Lead Agencies regarding the need for review of projects. Particularly germane to the analysis in this case is Section 15162 of the CEQA Guidelines (Public Resources Code Section 21166 et. seq.). The following discussion provides verbatim transcriptions of the relevant CEQA citations, followed by an analysis of the current proposed project as it relates to that CEQA citation.

Section 15162(a) prescribes that no subsequent review is necessary under a three-tiered analysis, as follows:

*“(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.”*

The currently proposed project increases total building square footage by 14,500 square feet. This represents a 13% increase in total building square footage over that previously analyzed. However, the increase will not change the area of land impacted, or significantly increase impacts overall, as categorically described below.

As it relates to impacts to the site, including Agricultural Resources, Biological Resources, Cultural Resources, Geology & Soils, Hazards & Hazardous Materials, Hydrology and Mineral Resources, the area to be disturbed will be identical to that considered in the CTI IS, and impacts would be the same as those previously considered. The proposed project does not propose substantial changes, or result in a substantial increase in the severity of impacts identified in the CTI IS.

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Aesthetics: The project considered in the CTI IS included multiple buildings of 184 feet in length, 120 feet in width, and 30 feet in height. The project site is located in the City's industrial area, and is surrounded by industrial land uses. The currently proposed project includes buildings that will appear to be one structure, and that will occupy the center of the site, with a length of 445 feet, a width of 280 feet, and a height of 25 feet for the greenhouse buildings, and 30 feet for the metal cladding on the north elevation. The building mass will therefore be greater, but the height will be similar and slightly lower than what was previously analyzed. The visual impacts to views of surrounding mountains, therefore, would be equivalent to that previously analyzed.

Air Quality & Greenhouse Gases: The emissions generated by construction of the proposed project would be the same as those previously analyzed, because the area of disturbance and the construction period would be the same under the currently proposed project. The currently proposed project increases square footage by 13%. As a result, the impacts associated with mobile source emissions will marginally increase, because the currently proposed project could generate an additional 53 trips per day from the additional employees coming to the site over the 401 trips estimated in the CTI IS (see Traffic discussion below). The 14,500 additional square could also generate marginally higher stationary source emissions than what was analyzed previously. However, the CTI IS found that air quality and GHG emissions would be well below the thresholds of significance established by SCAQMD, and the increase in square footage and employees will not substantially increase air and GHG emissions, and will not significantly increase the impacts to air quality and greenhouse gases.

Water Resources: The CTI IS determined that the project would generate a demand for 1.35 acre-feet of water per year. The CTI IS further found that the impacts to groundwater resources were lower than that for either industrial uses or open field agriculture. The current project, with an increase of 13% in floor area, and therefore in potential water use, would result in an annual water demand on 1.53 acre feet per year. This is not a substantial change, nor will it represent a significant increase in the severity of impacts to water resources.

Land Use & Planning, Population and Housing: The CTI IS determined that the land use proposed, the cultivation and manufacture of cannabis and related products, was consistent with both the General Plan and Zoning Ordinance. The CTI IS further determined that the project would not induce growth, and would not displace people or housing. The development of the currently proposed project will result in identical land uses, and the site remains devoid of people or housing. Therefore, the proposed project does not propose a substantial change, or a significant increase in the severity of impacts to land use and planning, or population and housing.

Noise: The CTI IS found that the activities associated with the project at the time would occur indoors, and that noise levels in the area were not elevated. The CTI IS also found that the project would generate noise from traffic, HVAC units and activity at the site. The currently proposed project will result in the same land uses, and the same level of activity at the site. The addition of 53 vehicle trips will not be a substantial change to that previously analyzed, nor will it result in a significant increase in noise levels.

Public Services, Recreation: The CTI IS determined that impacts to police and fire services would be less than significant, and that there would be no impact to schools or park facilities. The currently proposed project will not substantially change the configuration of the site, and will not

substantially increase the size of the structures. Police and fire services would be unaffected by the marginal increase in square footage. The project would, as was the case in the CTI IS, employ local residents, and would not impact schools or parks.

Traffic/Transportation: The CTI IS analyzed the project traffic based on ITE land use category No. 130, Industrial Park, and the CTI employment estimate of 120 employees. On that basis, the project would generate 401 trips. The CTI IS further described that Avenue 48 and surrounding roadways operated at LOS C or better. Acceptable LOS in the City is LOS D. The currently proposed project would result in an additional 53 daily trips, based on an employment generation rate of 1 per 930 square foot (120 employees for 111,500 square feet). The addition of 53 daily trips, spread over a 24-hour period, does not represent a substantial change and will not significantly increase impacts to area intersections.

Utilities and Service Systems: The CTI IS considered the impacts to water, wastewater, drainage and solid waste associated with the development of 111,500 square feet of cultivation space, and found impacts to be less than significant. As described under Water Resources, above, the proposed project will marginally increase the use of water, and as a result wastewater. Impacts associated with drainage will be identical to those previously studied, insofar as the project will retain storm water on site, and the area to be disturbed with impervious surfaces will be the same as that considered in the CTI IS. Impacts associated with solid waste will marginally increase, insofar as the square footage added to the currently proposed project could result in an increase in solid waste. However, the change is not substantial, and will not result in a significant increase in impacts to utilities or service systems.

*“(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects”*

As described above, the currently proposed project will not result in substantial increases in impacts. Further, the project site and its surroundings have not substantially changed since the CTI IS was prepared. The area remains industrial, and a combination of vacant lands and lands occupied or recently occupied by auto-related uses continue to occupy the area. There have been other projects approved in the area since the adoption of the CTI IS, but limited construction has occurred. Conditions have not substantially changed in the area.

*“New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete... shows any of the following:*

- (A) The project will have one or more significant effects not discussed in the previous EIR;*
- (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
- (C) Mitigation measure or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects*

- of the project, but the project proponents decline to adopt the mitigation measure or alternative;*
- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*

As described above, there has been no significant change in the environment on or surrounding the project area. No new information applies to the proposed project. There has been no change in General Plan goals, policies or programs. There has been no significant change in the City's Zoning Ordinance development standards, permitted uses or other regulations which would constitute new information. Therefore, the proposed project will not have a significant effect not discussed in the CTI IS.

The land use proposed – cannabis cultivation – was contemplated and analyzed in the CTI IS. The project results in a minor increase in square footage overall. Therefore, the proposed project will not result in more severe effects than those identified in the CTI IS.

The mitigation measures included in the CTI IS will be applied to the proposed project. The applicant has not indicated any opposition to complying with these mitigation measures.

#### Conclusions Regarding Section 15162

As analyzed above, the proposed project does not require a subsequent IS/MND, because impacts of the proposed project have been analyzed; no new impacts have been identified; and no new information changes the conditions under which the project will be implemented.

#### **Conclusion**

As analyzed above, the proposed project has been considered under the CTI IS. The changes resulting from the increased square footage of the currently proposed project will be consistent with the impacts identified in the CTI IS. No changed circumstances, changes in the environment or changes in regulations have occurred since the adoption of the CTI IS. Based on the requirements of Public Resources Code and the CEQA Guidelines, no additional environmental analysis is required for this project.

Sincerely,



Nicole Sauviat Criste  
Principal



**ITEM 14.b.**





**STAFF REPORT**  
**2/27/2019**

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

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

**SUBJECT:** Ordinance No. 1135, Change of Zone (CZ 18-12) (First Reding); 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).

**STAFF RECOMMENDATION:**

Staff recommends that the City Council take the following actions:

- 1) Introduce for first reading, by title only, 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) Introduce for first reading, by title only, Ordinance No. 1136 approving the 2nd Amendment to the Glenroy Resort Development Agreement to modify the list of approved entitlements; and,
- 3) Adopt Resolution No. 2019-07 approving Conditional Use Permit (CUP 312) to allow a 3,250 sq. ft. retail cannabis microbusiness in the CG-RC zone located at 84-161 Avenue 48.

**BACKGROUND:**

On April 25, 2018 the City Council approved Change of Zone (CZ 18-01) and Conditional Use Permit (CUP 296) for the Lighthouse Dispensary business located on the south side of Avenue 48 between Van Buren Street and Dillon Road (see vicinity map).

As a result of pending litigation between the City of Indio and the City of Coachella regarding “The Lighthouse Dispensary” business, and out of an abundance of caution, this application seeks a re-approval of the same project that was approved by the Planning Commission and City Council in 2018. Therefore, this staff report has some redundancy in the project descriptors. However, there are some updates



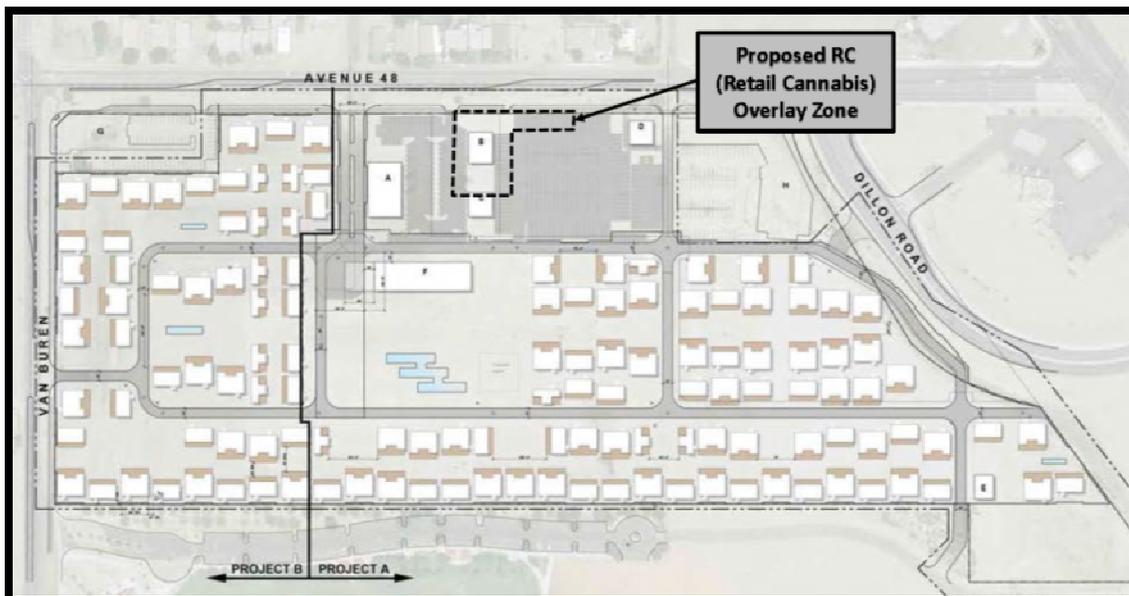
Vicinity Map

# ITEM 14.b.

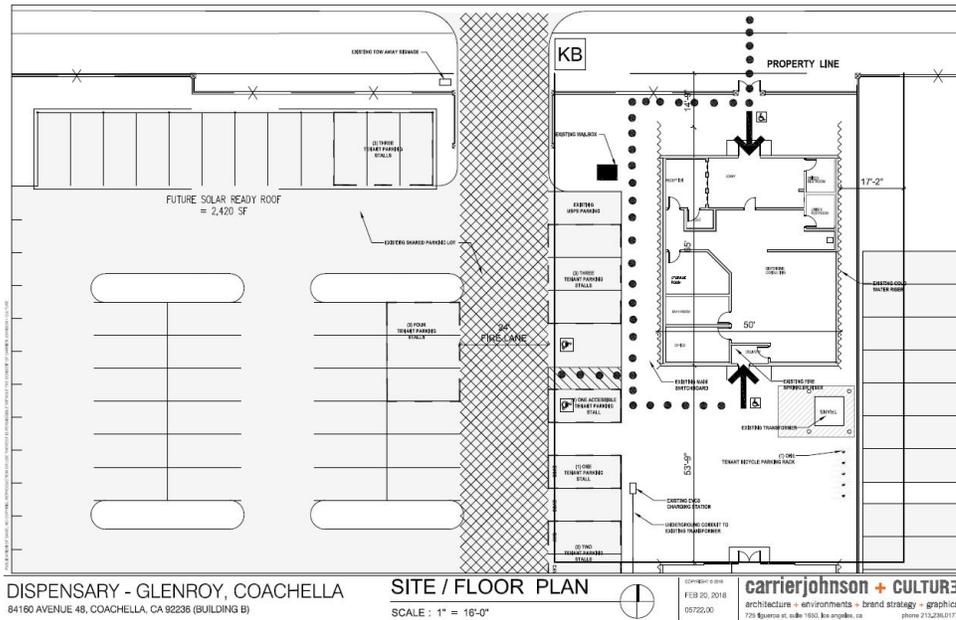
in the staff report with respect to the building addressing (new address is 84-161 Avenue 48) and with respect to the existing site conditions as a result of construction which has progressed since last year.

## DISCUSSION/ANALYSIS:

The Coachella Lighthouse, LLC has filed applications for a Change of Zone to add the “RC” (Retail Cannabis) Overlay zone on property located at 84-161 Avenue 48 which is within the Glenroy Resort project site. The first phase of the bungalow-style hotel and related commercial buildings are currently under construction, and the owners are planning to have the first phase of the hotel open to the public in April 2019. The overall site plan for the Glenroy Resort and the proposed retail cannabis microbusiness location with the proposed “RC” (Retail Cannabis) Overlay Zone is depicted below.



Although “The Lighthouse Dispensary” has been operating at the subject location since mid-2018, the site plan submitted with this application shows a proposed location for the 3,250 square foot Quonset hut (“The Lighthouse Dispensary”) nearest the street frontage which includes a main entrance from Avenue 48. The public parking includes reciprocal access to the hotel parking lot to be used by general store (south of The Lighthouse) and the main hotel lobby building (Building F) located southwest of The Lighthouse, as shown on the above exhibit. Public parking will be to the west of the building as shown on the site plan and floor plan below.



The main entry of The Lighthouse business fronts directly on Avenue 48, and will have a physical barrier in the form of a 5-foot tall decorative wrought iron fence with pedestrian access gate when the final street improvements are completed. During business hours, the business is served by a public parking area west of the building.

### Retail Cannabis Microbusiness:

Conditional Use Permit No. 312 seeks approval of a retail cannabis “microbusiness” at the subject location. Under State laws, this license type allows for retail cannabis sales in combination with other small-scale incidental cannabis licenses such as cultivation or processing (products packaging, etc.). The City’s retail cannabis regulatory permitting ordinance further allows retail cannabis businesses to have “delivery service” of cannabis products to patients or adult users, and allows for the owners to request on-site consumption (i.e., within a lounging area of the store) and temporary cannabis event permits as part of the Cannabis Regulatory Permit. However, no cultivation or on-site consumption activities are occurring at The Lighthouse at this time.

City Ordinances No. 1114 and 1115 include provisions for allowing one (1) retail cannabis business or microbusiness on the subject site, through the use of the “RC (Retail Cannabis Overlay) zone, subject to obtaining a conditional use permit and a Development Agreement

# ITEM 14.b.

(DA). As such, the owners have applied for a “Second Amendment to the Glenroy Resort Development Agreement” for the retail cannabis store, which is an attendant application to this request. If the Commission approves the Change of Zone and Conditional Use Permit, these actions are both contingent upon City Council approval of the 2<sup>nd</sup> Amendment to the Glenroy Resort Development Agreement.

## Location and Hours of Operation:

Pursuant to Ordinance No. 1115, the proposed location must be at least 250 feet away from any public or private school (Grades K-12), day care center, or youth center. Staff is not aware of any such uses in the vicinity of the subject site. The nearest public school is approximately 1,090 feet from the proposed business, measured from the nearest portion of the exterior walls of The Lighthouse to the Van Buren School property line.

The City’s regulations stipulate that the front entrance shall not be located directly across from a residentially-zoned lot. Here, the properties across the street are zoned R-S in Riverside County and city ordinances are not applicable in the County. The application submitted does not specify any hours of operation for the proposed business. In light of the adjoining residential uses to the north, staff is recommending that the hours be limited to 8:00 am to 10:00 pm Sunday through Thursday, and from 8:00 am to 12:00 am on Friday and Saturday.

## Environmental Setting:

The overall Glenroy Resort site consists of approximately 32 acres of land located at the southeast corner of Avenue 48 and Van Buren Street, north of Rancho Las Flores Park. The subject site is substantially flat, and is substantially surrounded by urban uses, with adjoining zoning and land uses as follows:

North: Single Family Residential (County R-2 Zone)

South: Rancho Las Flores Park (R-S Zone)

East: Dillon Road Grade Separation, AM/PM Commercial Center (C-G, General Commercial)

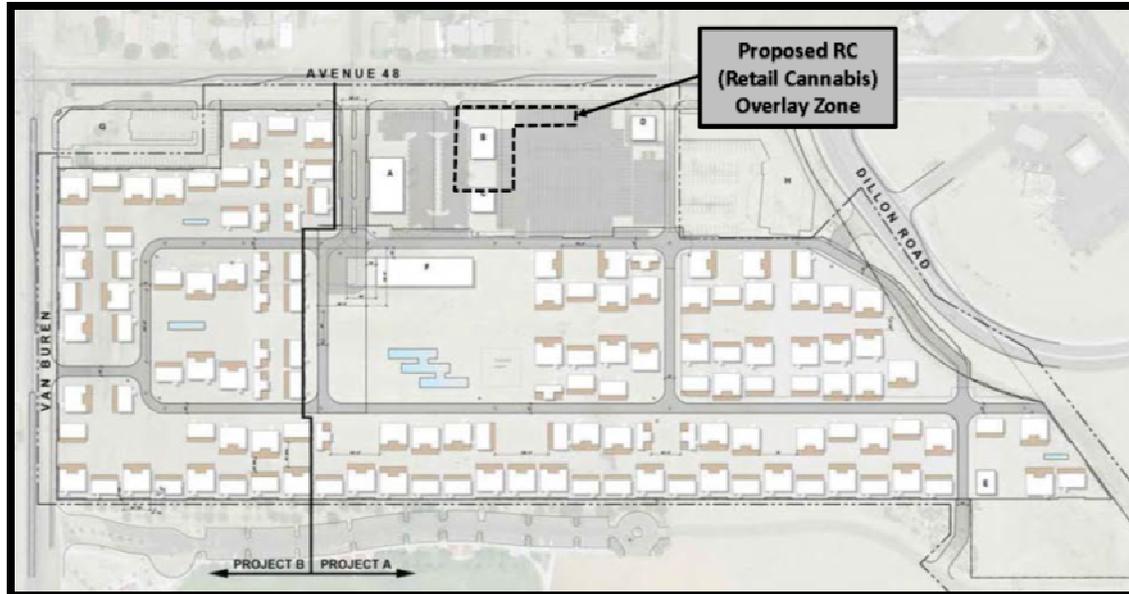
West: Vacant Land / Future Apts. (C-G, General Commercial and RM Multifamily Residential)

## Change of Zone:

In November 2017 the developer recorded Parcel Map No. 37310 with the County which creates six lots out of the 33-acre Glenroy Resort site. The applicant has submitted an exhibit showing the proposed RC Overlay Zone on the entirety of Parcel 3 of Parcel Map 37310 (0.29 acres) consisting of the Building B pad and abutting parking spaces on the east and west sides of the new building. The property surrounding Parcel 3 is known as Parcel 6 (21-acre lot that includes “Project A” which is the 1<sup>st</sup> phase of hotel bungalows and related commercial buildings with

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shared parking, including Buildings A, C, E, and F). The “RC” Overlay Zone will also extend along a sliver portion of Lot 6 along the Avenue 48 street frontage to the east of the microbusiness, as shown on the exhibit below.



Lot 3 includes shared parking and reciprocal access with Parcel 6 of Parcel Map No. 37310. The “RC” Overlay Zone will extend over the entirety of Parcel 3 of Parcel Map No. 37310, and will encompass an area of about 100 feet in length by 40 feet in depth along the Avenue 48 frontage to the east of Building B in order to accommodate a future digital billboard structure. The billboard would be located on Lot 6. While the City’s Municipal Code prohibits new billboards except along the I-10 Freeway or 86-S Expressway, the Glenroy Resort DA specifically made provisions for a digital billboard on the property. The details of the billboard will return to the City Council for review at a future date. Based on the Glenroy DA, the City Attorney included a provision in the RC Overlay Zone ordinance to allow for one digital billboard on the subject site, which may be up to 50 feet in height. However, the maximum height allowed under Chapter 5.38 of the Coachella Municipal Code for outdoor advertising structures is 40 feet and any billboard taller than 40 feet would require an application for a Variance to be reviewed by the Planning Commission.

### Conditional Use Permit #312:

On June 6, 2017 the Planning Commission approved Architectural Review No. 17-07 which included the overall site plan and shared parking areas for the 1<sup>st</sup> Phase of the Glenroy Resort (“Project A”). Similarly on July 19, 2017 the Commission reviewed architectural exhibits for the commercial buildings for “Project A”. The site plan submitted with this application shows the latest exhibits for a new 3,250 square foot Quonset hut (“Building B”) nearest the street frontage which includes a main entrance from Avenue 48. The Lighthouse dispensary has been open to

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the public since summer 2018 and the photos below show the current conditions of the existing building with adjoining fencing and parking areas.



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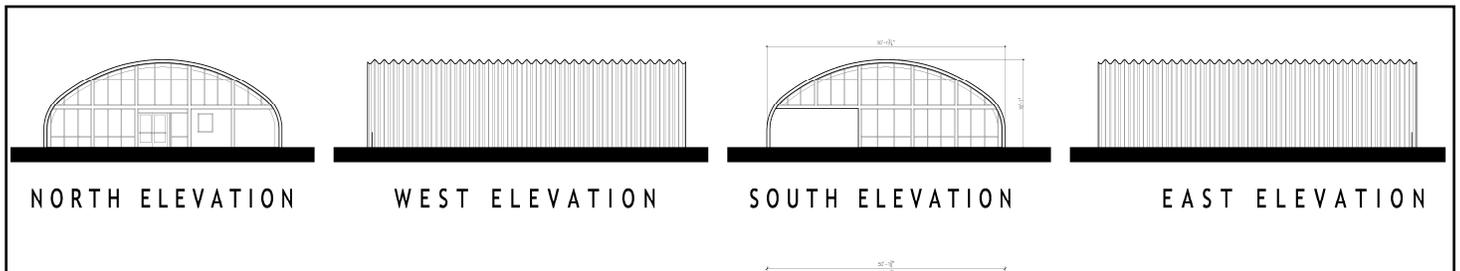
The dispensary building has direct pedestrian access from the street with a low wrought iron security fence and gate at the sidewalk from the street. This decorative fencing is intended mostly for parking lot security. The hotel resort properties are not directly accessible to The Lighthouse, except through one of the pedestrian gates of the 10-foot concrete security wall enclosing the hotel south of the general store. The photos below depict the current state of improvements around the proposed building which include some landscaping and a k-rail barricade.

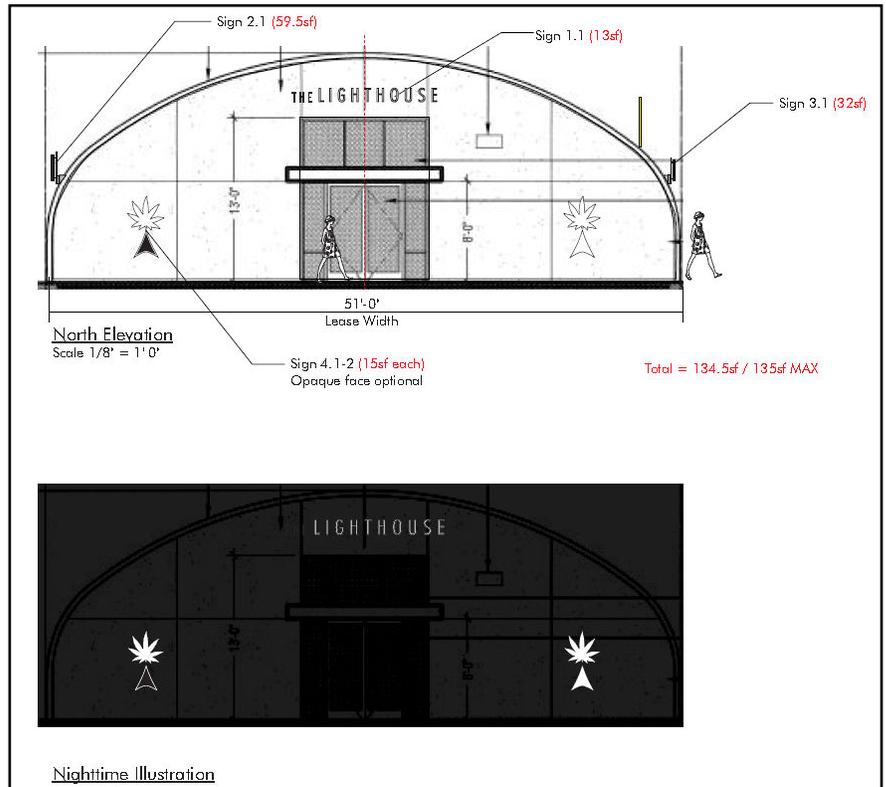
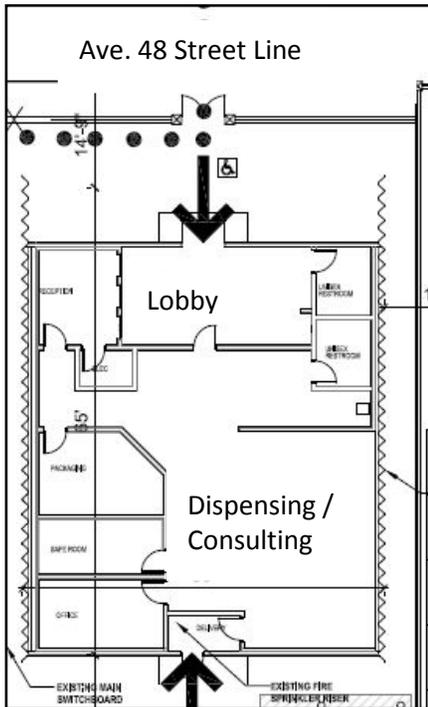


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The floor plans of the retail cannabis microbusiness show a front lobby area and a rear access door with no openings on the sides. The secondary entrance/exit is located on the south side of the building. Both sides of the building and the roof structure consist of a “Quonset Hut” corrugated metal, half-barrel, structure. The building will be set back 12 feet from the street property line, and the storefront will have a 10-foot recess behind the metal frame, creating a shaded front porch at the main entry. The Zoning Code regulations require that all retail cannabis stores have a storefront with glass door and windows facing the street, providing visibility into the front lobby or showroom of the business (§17.47.060). The Commission reviewed architectural elevations on July 19, 2017 which showed substantial glazing for the front façade, as shown in the exhibits below.





The applicant obtained building permits with a modified façade showing less glazing in order to improve the security for the building and its intended use. The exhibits above show a glass double-door entry with narrow vertical windows on either side of the doors providing limited visibility into the lobby area. The original elevation drawings showed a more consistent and attractive use of glazing from “floor to ceiling” representative of the modernistic theme of these structures.

Additionally, the submitted plans show illuminated wall signage on the front and sides of the building. In addition to the main wall sign on the front, there are upright internally-illuminated channel letters atop the front canopy and two “cannabis leaf” logos adjacent to the main entry. Signage on the sides of the building consists of upright internally illuminated channel lettering placed on a small pedestal that is attached to the corrugated metal walls.

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If the Commission approves this application, staff recommends that the conditional use permit include a condition of approval requiring additional glazing on the front façade subject to review by the Development Services Director. Additionally, staff recommends that only one of the “cannabis leaf” logos be used on the front façade. This must be approved in the context of a Comprehensive Sign Program for the Glenroy Resort which is another condition of approval (Condition #4) that was imposed on Architectural Review No. 17-07, which reads as follows:

*4. All signage shall consist of individual channel lettering, which may be internally illuminated or backlit. All signs shall be placed flat against the surface of the building, and there shall be no signage on any garden wall or freestanding equipment enclosure walls. A sign program shall be submitted for review by the Planning Commission prior to installation of any signs.*

In order to grant the conditional use permit, the Planning Commission must make findings that the intended use is consistent with the General Plan, complies with zoning regulations, is compatible with adjoining uses, and will not create any adverse effects upon the vicinity. The Commission may consider any new information presented during public testimony at the hearing in making these findings. Since the project is part of a new commercial and hospitality center, and there were no variances granted for the overall development, City staff has included findings for consistency with the General Plan and compliance with zoning regulations, for the project.

## **CORRESPONDENCE:**

### Letter from Desert Sands Unified School District:

City staff received a letter in opposition to the cannabis microbusiness from the Desert Sands Unified School District (DSUSD). Their concerns expressed in the letter dated January 10, 2019 are as follows:

- Proximity of The Lighthouse Dispensary to Van Buren School located at 47-733 Van Buren Street, in Indio, California pursuant to Section 11362.768 of the CA Health and Safety Code restricting cannabis dispensary business to no closer than 600 foot radius from a school.
- Potential for cannabis use and consumption on or near the school site by students of Van Buren School.

In addition to the above items, the District sent a copy of Resolution 16/2017-2018 adopted by the DSUSD Board on February 20, 2018 which emphasizes the Board’s concerns regarding commercial cannabis activity near all schools in the District. The Board would like cities and the County to work together with the District on developing protective measures and policies around proposed locations, promoting drug-prevention education, and other policies to protect the K-12 student population. The District further requests to be notified of all cannabis activity projects.

Staff reviewed aerial maps of the vicinity and found that the proposed cannabis microbusiness will be approximately 1,090 feet from the nearest portion of the new building to the Van Buren School Property line. Additionally, Parcel Map 37310 was recorded on November 9, 2017 and

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created a separate 0.29 acre parcel where the dispensary is located (Parcel 3 of Parcel Man 37310). This parcel is now owned by a separate entity than the overall Glenroy Resort property. As such, the Dispensary is not within 600 feet of the school, when measured from the Dispensary property line or building, to the School property boundary.

Furthermore, the City's Municipal Code and related State regulations require all cannabis purchases to be by persons that are either 18-years old and holding a medical cannabis card, or an adult-use cannabis consumer of at least 21 years old. Thus, the elementary school children that attend Van Buren School would not be able to purchase cannabis products at The Lighthouse Dispensary. All minors are prohibited from entering the dispensary, and the dispensary ID's all customers prior to sales to ensure no sales to minors occur. Additionally, the microbusiness and the resort property have 24-hour security guard and video surveillance service to avoid violations of sales to minors.

## Letter from RWG Law (City of Indio – City Attorney) dated 2/6/19:

On February 6, 2019, the same date of the Planning Commission hearing, City staff received a letter from the City of Indio – City Attorney, acknowledging the new procedure followed by the City to “re-entitle” the Coachella Lighthouse project, due to ongoing litigation. The City of Indio further encourages ongoing discussions between the City Managers of both cities, to include dialogue with and reference to other stakeholders including Riverside County (for potential impacts on the Carver Tract). There is no specific concern registered in this letter that requires a staff response at this time.

## GENERAL PLAN CONSISTENCY:

The Glenroy Resort development is consistent with many of the identified goals, objectives, policies, and implementation measures of the Coachella General Plan 2035, because the proposed bungalow-style hotel will provide a regional commercial use in a gateway site for the City which is adjacent to a City community park. The site has a C-G (General Commercial) zoning designation that allows hotel and motel uses as of right, as proposed in this application request. The retail cannabis microbusiness will be an integral part of the resort when the hotel and retail store are operational, in that it is intended to create a destination business for the City of Coachella during seasonal events that will attract tourists, and will provide medicinal and adult-use cannabis products to serve the regional vicinity (i.e., the surrounding cities of Indio and La Quinta prohibit retail cannabis uses). The proposed facility is part of a 33-acre hotel, restaurant, and retail campus with shared parking and security fencing that will create jobs and will not have detrimental effects upon the surrounding community. The Lighthouse business has been in operation for over six months and has not resulted in any observable adverse effects to the surrounding vicinity and the City has not received any legitimate complaints regarding the day-to-day operations of the business.

## ORAL COMMUNICATIONS:

As a result of the notice of public hearing for this item, staff received two phone calls from residents living in the residential community north of Avenue 48 in Unincorporated Riverside

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County (Carver Tract). Mr. Tony Acuña who lives at the corner of Luzon Street and Avenue 48 called and stated that there are tractor trailer truck drivers that occasionally park on the residential side streets north of Avenue 48 and walk across Avenue 48 to purchase cannabis. Staff will continue to work with the owners of The Lighthouse to address these potential impacts and to encourage the owners to provide information to their customers that all patrons must park on the parking lot serving the business and to prohibit parking of any vehicles on the residential neighborhood to the north.

Additionally, staff received a call from an anonymous caller who stated that she would be adversely impacted by the installation of a 50-foot digital billboard that is being planned to be erected on the south side of Avenue 48, as allowed under the RC Overlay Zone. Staff advised this caller that although the Development Agreement allows for such a billboard, the City will require an architectural review approval and a variance (if the billboard is over 40 feet tall) in a subsequent noticed public hearing. Additionally, the environmental documents for the project described the digital billboard to be sited on the east side of the property, away from residential uses. This will require a subsequent review and possible amendment to the prior-adopted CEQA environmental documents. As such, the billboard is not in issue at this time and will be brought forth at a later date.

## **SECOND AMENDMENT TO GLENROY RESORT DEVELOPMENT AGREEMENT:**

Attached to this staff report is a document entitled “Second Amendment to the Glenroy Resort Development Agreement” which will replace the language in the existing Development Agreement for the overall Glenroy Resort project. The Planning Commission approved the Glenroy Resort Development Agreement (1<sup>st</sup> Amendment) on April 11, 2018 and the City Council adopted Ordinance No. 1123 on April 25, 2018. This proposed Second Amendment to the current Development Agreement will 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. As such, there are no project changes or entitlement modifications being requested by this 2<sup>nd</sup> Amendment to the Glenroy Resort Development Agreement.

## **ENVIRONMENTAL REVIEW:**

On October 11, 2017 the City Council, pursuant to the California Environmental Quality Act (CEQA) Guidelines, adopted a Mitigated Negative Declaration and Mitigation Monitoring Program for a Development Agreement which included subsequent entitlements for a retail cannabis business and digital billboard. Additionally, on May 5, 2010 the City Council adopted a Mitigated Negative Declaration and Mitigation Monitoring Program for the Rancho Las Flores Master Plan project that included a commercial center on the subject site. Since the proposed change of zone and conditional use permit are within the scope of previously-adopted Mitigated Negative Declaration documents, all environmental effects were previously considered, and no additional environmental review is required at this time.

## **CONCLUSIONS AND RECOMMENDATIONS**

Based on the analysis contained herein and the findings and conditions listed in the attached documents, staff is recommending that the City Council approve Change of Zone No. 18-12, approve the Second Amendment to the Glenroy Resort Development Agreement, and approve Conditional Use Permit No. 312.

## **ALTERNATIVES:**

- 1) Introduce for first reading the attached Ordinance No.'s 1135 and 1136, by title only, and approve Resolution No. 2019-07 with the attached conditions of approval.
- 2) Introduce for first reading the attached Ordinance No.'s 1135 and 1136, by title only, and approve Resolution No. 2019-07 with any modified conditions of approval.
- 3) Continue this item and provide staff with direction.

## **FISCAL IMPACT:**

The approval of the City of Coachella's first retail cannabis microbusiness 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.

## **RECOMMENDED ALTERNATIVES:**

Staff recommends Alternative #1 or #2 above. At the recent Economic Development Subcommittee meeting, the developer indicated that they will need additional time to open the first phase of the Glenroy Resort due to several unforeseen delays including a major change to the construction methods originally anticipated, delays experienced with Riverside County Environmental Health regarding the public pool areas, and major changes to the water / fire flow and gas system design and construction systems. Currently, there is a condition of approval (Condition #2a) which reads as follows: "The first phase of the Glenroy Resort Hotel shall be completed and open for business within 90 days of January 1, 2019" and the owner may request a modification to this opening milestone.

Attachments: Ordinance No. 1135 approving Change of Zone No. 18-12 (1<sup>st</sup> Reading)  
Ordinance No. 1136 approving 2<sup>nd</sup> Amendment to Glenroy Resort DA (1<sup>st</sup> Reading)  
Resolution No. 2019-07 approving CUP 312  
Correspondence

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## 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.  
(1<sup>st</sup> Reading)**

**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

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regarding the project and wherein the public was given an opportunity to testify; and,

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

**NOW, THEREFORE, 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.

ORDINANCE PASSED AND APPROVED on this 13<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Steven Hernandez, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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I, Angela M. Zepeda, City Clerk, City of Coachella, California, certify that the foregoing Ordinance No. 1135 was adopted by the City Council at a regular meeting of the City Council held on the 13<sup>th</sup> day of March 2019, and was adopted by the following vote:

AYES:

NOES:

ABSENT:

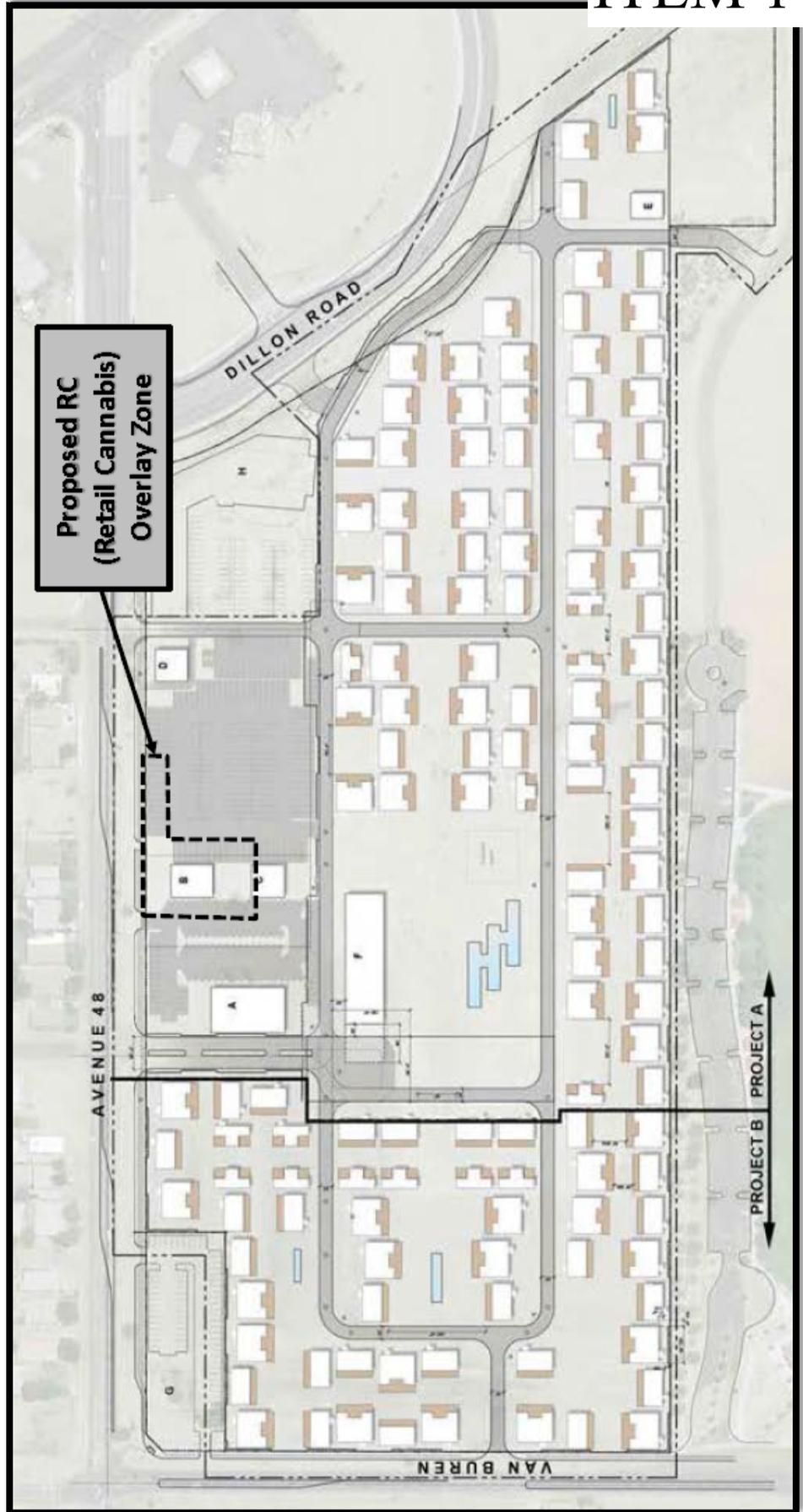
ABSTAIN:

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Angela M. Zepeda, 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

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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 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,

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**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;

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”.

**ORDINANCE PASSED, APPROVED, AND ADOPTED** this 13<sup>th</sup> day of March 2019 by the following vote:

ROLL CALL:           Ayes:  
                              Noes:  
                              Absent:  
                              Abstaining:

---

Steven A. Hernandez, Mayor  
City of Coachella

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ATTEST:

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Angela M. Zepeda, City Clerk  
City of Coachella

APPROVED AS TO FORM:

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Carlos L. Campos, City Attorney  
City of Coachella

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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 27<sup>th</sup> 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 13<sup>th</sup> day of March 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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



## **SECOND AMENDMENT TO THE GLENROY RESORT DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE GLENROY RESORT DEVELOPMENT AGREEMENT (“Second Amendment”) is made and entered into as of February 27, 2018 (“Agreement Date”) by and between the CITY OF COACHELLA, a municipal corporation organized and existing under the laws of the State of California (“City”), and GLENROY COACHELLA, LLC, a Delaware limited liability company (“Developer”). City, Developer, and Operator are referred to individually as “Party” and collectively as the “Parties.”

### **RECITALS**

- A. On February 14, 2018, the City Council took final action on Ordinance No. 1110 which approved a Development Agreement (the “Glenroy Resort Development Agreement”) for the 35-acre Glenroy Resort (hospitality/restaurant/retail) project at the southeast corner of Avenue 48 and Van Buren Street. The Glenroy Development Agreement included provisions for “subsequent approvals” that the owner could pursue, including future entitlements for a “retail cannabis business.”
- B. On February 14, 2018 the City Council finalized Ordinances No. 1114 and 1115 which set forth a zoning regulatory scheme to allow retail cannabis businesses through the “RC” (Retail Cannabis) Overlay zone subject to meeting specific criteria and subject to obtaining a conditional use permit and a development agreement.
- C. The Developer has applied for an amendment to the Glenroy Resort Development Agreement for the retail cannabis store, and the Planning Commission and City Council have both reviewed this matter at publicly noticed meetings.
- D. Except as specifically set forth herein, all other terms and conditions of the Glenroy Resort Development Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Developer agree as follows:

### **AGREEMENT**

- 1. The following language is amended:
  - a. Paragraph 1.4.8(a): “Resolution No. PC2018-02 recommending to the City Council approval of Change of Zone 18-01 to add the RC (Retail Cannabis Overlay) zone on 20,000 square feet of land located at 84-160 Avenue 48”

shall be amended to read:

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“Resolution No. [INSERT NEW RESOLUTION NO.] approving Change of Zone 18-12 to add the RC zone on 20,000 square feet of land located at 84-160 Avenue 48.”

- b. Paragraph 1.4.8(b): “Resolution No. PC 2018-03 approving Conditional Use Permit No. 296 to allow a 3,250 square foot retail cannabis microbusiness within the Glenroy Resort commercial center at 84-160 Avenue 48”

Shall be amended to read:

“Resolution No. [INSERT NEW RESOLUTION NO.] approving Conditional Use Permit No. 312 to allow a 3,250 square foot retail cannabis microbusiness within the Glenroy Resort commercial center at 84-160 Avenue 48.”

2. The following language is added:

- a. Paragraph No. 1.4.8(d): “Ordinance No. [INSERT ORDINANCE NO.] which approved the Second Amendment to the Development Agreement for the 35-acre Glenroy Resort effective upon Council approval and the effective date of the (1) Change of Zone 18-12; and (2) Conditional Use Permit No. 312.”

3. Counterparts. This Second Amendment may be executed by each Party on a separate signature page, and when the executed signature pages are all combined, shall constitute one single instrument.
4. Authority. Each Party to this Second Amendment represents and warrants that the person or persons executing this First Amendment on such party’s behalf has the authority to bind his or her respective Party and that all necessary board of directors’, shareholders’, partners’, city councils’, or other approvals have been obtained.

IN WITNESS HEREOF, City and Developer have executed this Second Amendment as of the date first set forth above.

**DEVELOPER:**

**GLENROY COACHELLA, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Stuart Rubin  
Title: Manager

**CITY:**

**CITY OF COACHELLA,**  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTESTATION:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: Best Best & Krieger LLP, City Attorney



## RESOLUTION NO. 2019-07

**A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL APPROVING CONDITIONAL USE PERMIT (CUP 312) TO ALLOW A 3,250 SQUARE FOOT RETAIL CANNABIS MICROBUSINESS ON A 0.29 ACRE PARCEL LOCATED IN THE CG-RC (GENERAL COMMERCIAL – RETAIL CANNABIS OVERLAY) ZONE LOCATED ON THE SOUTH SIDE OF AVENUE 48 BETWEEN VAN BUREN STREET AND THE DILLON ROAD GRADE SEPARATION (AKA 84-161 AVENUE 48). THE COACHELLA LIGHTHOUSE LLC, APPLICANT.**

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

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

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

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

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

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

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

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

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

# ITEM 14.b.

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

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Coachella, California does hereby approve Conditional Use Permit No. 312 with the findings and conditions listed below.

## **Findings for Conditional Use Permit #312:**

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

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

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

4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project propose a retail cannabis microbusiness that is allowed in the CG-RC zone pursuant to an approved Conditional Use Permit. Surrounding uses include restaurant, hotel and entertainment uses. The residential uses to the north in the County of Riverside will be substantially buffered by the Avenue 48 street right-of-way and other commercial uses making up the Glenroy Resort site. The public park to the south will not be impacted since the park is substantially removed from the proposed retail cannabis business. Additionally, the new Building B was approved by the Planning Commission as having a unified design theme to the adjacent buildings. Therefore, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development.

5. An Initial Environmental Study recommending the adoption of a Mitigated

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

**Conditions of Approval for Conditional Use Permit #312:**

1. Conditional Use Permit No. 312 is hereby granted for the express purpose of operating a cannabis retail microbusiness. The owner must obtain a Cannabis Regulatory Permit and any required State licenses prior to the commencement of business activities. The microbusiness may have retail sales of cannabis products as its primary use, and may include incidental uses not exceeding 50% of the total floor area. Incidental uses may include indoor cultivation of cannabis plants, delivery service, and processing of cannabis products only. Extraction of cannabis oils through volatile and non-volatile systems shall be expressly prohibited at this location.

2. Approval of Conditional Use Permit No. 312 is contingent upon City Council approval of the attendant Second Amendment to the Glenroy Resort Development Agreement, or a separate Development Agreement, granting an entitlement for a retail cannabis microbusiness, and subject to compliance with the following performance schedule:

a. The first phase of the Glenroy Resort Hotel shall be completed and open for business within 90 days of January 1, 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. 312;

c. The improvements required under Condition #5 of CUP 312 for additional glazing on the façade of the retail cannabis microbusiness shall be completed within 60 days of the effective date of Conditional Use Permit No. 312.

3. A 12-month review of this conditional use permit shall be conducted by the Development Services Director to check compliance with the conditions of approval.

4. Approval of Conditional Use Permit No. 296 is contingent upon City Council approval of the attendant Change of Zone No. 18-01 to add the RC (Retail Cannabis Overlay) zone on 20,000 square feet of land encompassing the Building B property and the adjoining area to the east along Avenue 48 having a dimension of approximately 100 feet in length and 40 feet in width.

5. The applicant or successor in interest shall comply with all conditions of approval imposed upon Architectural Review No. 17-07. The front façade of the business shall incorporate additional glazing on the front façade, subject to review by the Development Services Director.

# ITEM 14.b.

6. A comprehensive sign program for the Glenroy Resort project must be reviewed and approved by the Planning Commission prior to the issuance of any sign permits for the retail cannabis microbusiness. The front façade of the retail cannabis microbusiness may have one identification sign and one secondary “logo sign” placed on the front façade.

7. Hours of operation for the retail cannabis microbusiness may be from 8:30 am to 10:00 pm Sunday through Thursday, and from 8:30 am to 12:30 am on Friday and Saturday. The owner may apply for extended hours during seasonal events subject to obtaining a Special Event Permit from the City of Coachella.

8. The applicant or successor in interest shall meet and confer with the Coachella Police Department to implement security measures for the operation of the retail cannabis microbusiness. Proof of compliance with this condition must be submitted prior to the issuance of a Cannabis Regulatory Permit for the business.

9. Prior to the commencement of business activities, the applicant must obtain a City Cannabis Regulatory Permit and any required State of California licenses for the operation of a retail cannabis microbusiness. The owner may pursue a Special Event Permit for local approval of non-recurring retail cannabis activity during seasonal events prior to securing a Cannabis Regulatory Permit, subject to State agency approvals, and subject to approval by the City Manager or designee.

10. The applicant shall procure the services of a certified private security guard system to provide a minimum of one 24-hour security guard on the premises, and shall maintain a video surveillance and alarm system in compliance with the City’s Municipal Code and the security plan outlined for this project.

11. The applicant shall comply with all applicable conditions of approval imposed on the Glenroy Resort Development Agreement.

12. The applicant or successor in interest shall obtain a City Business License and shall hire a City-approved consultant to prepare a quarterly audit report of the gross retail receipts for all transactions related to the proposed microbusiness. The applicant shall voluntarily participate with City auditing contractors and share business financial information with the City of Coachella for the purpose of complying with this condition of approval.

13. Alcohol sales and tobacco products sales shall be prohibited at the proposed retail cannabis microbusiness location.

14. The owner shall install a conforming trash enclosure for solid waste and recyclables within 250 feet of the proposed cannabis retail microbusiness.

15. The owner shall install a minimum of five bicycle racks in front of the retail cannabis microbusiness, or adjacent to the parking lot serving the proposed business.

16. The fencing along Avenue 48 may consist of a decorative wrought iron fence with

# ITEM 14.b.

a maximum height of five feet. The parking lot security gates shall consist of low barrier, non-automated gates to remain open during all hours of business operation. All entry gates must be reviewed and approved by the Fire Marshal's Office and the Building Official.

17. The water system for fire protection of the retail cannabis business shall be in accordance with the California Fire Code and subject to review and approval by the Riverside County Fire Marshal's Office.

18. The owner shall submit a wastewater industrial survey to the City's Utility Department prior to the issuance of a water connection meter serving the retail cannabis microbusiness.

19. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the City concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, and subject to reasonable approval of the applicant, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the matter. The applicant shall execute an indemnification agreement, in a form acceptable to the City Attorney, within five days of the effective date of Conditional Use Permit No. 312.

**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day of February, 2019.

---

Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

# ITEM 14.b.

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

ITEM 14.b.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-07 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27<sup>th</sup> day of February, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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





# Desert Sands Unified School District

47-950 Dune Palms Road • La Quinta, California 92253 • (760) 777-4200 • FAX: (760) 771-8505

BOARD OF EDUCATION: Ana M. Conover, Donald B. Griffith, Wendy Jonathan, Linda Porras, Gary Tomak

SUPERINTENDENT: Scott L. Bailey

FACILITIES SERVICES

January 10, 2019

Sent Via Email and US Mail  
(llopez@coachella.org)

City of Coachella  
ATTN: Luis Lopez  
Development Services Department  
1515 6<sup>th</sup> Street  
Coachella, CA 92236

**RE: REQUEST FOR AGENCY COMMENTS – LIGHTHOUSE DISPENSARY – 84-160 Avenue 48 (APN #603-220-063) – CHANGE OF ZONE NO. 18-12 AND CONDITIONAL USE PERMIT NO. 312**

Mr. Lopez:

This letter is to notify you that the Desert Sand Unified School District (DSUSD) has received the attached request for agency comments and is formally submitting comments to oppose the approval of a Change in Zoning and a Conditional Use Permit referenced above.

It is our understanding that the notice provides DSUSD with information about the application for a cannabis dispensary near one of our school, and allows DSUSD to provide comments or concerns regarding the application. The applicant is The Coachella Lighthouse, LLC and the Change of Zoning and Conditional Use Permit is request at 84160 Avenue 48, Coachella, CA 92236. This site is located near Van Buren Elementary, Indio, CA 92201.

It is our understanding that cannabis dispensaries/businesses are controlled by section 11362.768 of the California Health and Safety Code.

11362.768.

*(a) This section shall apply to individuals specified in subdivision (b) of Section 11362.765.*

*(b) No medicinal cannabis cooperative, collective, dispensary, operator, establishment, or provider who possesses, cultivates, or distributes medicinal cannabis pursuant to this article shall be located within a 600-foot radius of a school.*

*(c) The distance specified in this section shall be the horizontal distance measured in a straight line from the property line of the school to the closest property line of the lot on which the medicinal cannabis cooperative, collective, dispensary, operator, establishment, or provider is to be located without regard to intervening structures.*

# ITEM 14.b.

City of Coachella  
Request for Comments Response Letter  
Lighthouse Dispensary

*(d) This section shall not apply to a medicinal cannabis cooperative, collective, dispensary, operator, establishment, or provider that is also a licensed residential medical or elder care facility.*

*(e) This section shall apply only to a medicinal cannabis cooperative, collective, dispensary, operator, establishment, or provider that is authorized by law to possess, cultivate, or distribute medicinal cannabis and that has a storefront or mobile retail outlet which ordinarily requires a local business license.*

*(f) Nothing in this section shall prohibit a city, county, or city and county from adopting ordinances or policies that further restrict the location or establishment of a medicinal cannabis cooperative, collective, dispensary, operator, establishment, or provider.*

*(g) This section does not preempt local ordinances, adopted prior to January 1, 2011, that regulate the location or establishment of a medicinal cannabis cooperative, collective, dispensary, operator, establishment, or provider.*

*(h) For the purposes of this section, "school" means any public or private school providing instruction in kindergarten or any of grades 1 to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.*

*(Amended by Stats. 2017, Ch. 27, Sec. 138. (SB 94) Effective June 27, 2017.)*

DSUSD is opposed to the request for a change in zoning and a conditional use permit at this location, as it is believed to be within 600 feet or fairly close to the 600 foot distance from Van Buren Elementary School. DSUSD also has concerns related to this application and the impacts of cannabis business activity and an increase in the availability and use of cannabis and cannabis-related products on District students. Some of the concerns include: cannabis use and consumption near and on school sites; increased use of, and/or easier access to, cannabis and cannabis-related merchandise by students near or on their way to and from school; establishment of distances between cannabis businesses and school sites that are sufficient for protection of health and safety, the control of signage drawing attention to cannabis establishments; management of odor resulting from cultivation and/or other manufacturing of cannabis that increases awareness of the location of cannabis establishments; establishment of prevention of underage entry into cannabis businesses; prevention of any increase of impaired driving; and provision of effective drug prevention education. Most of the concerns are echoed by parents of students within the District, and parents look to the Board and the District to ensure that student health and well-being is safeguarded.

The DSUSD Board of Education also adopted a resolution declaring concerns regarding cannabis business activity within the District and seeking interagency cooperation and coordination with regard to the regulation of cannabis business activity to protect student health and safety. A copy of the resolution is attached hereto and made a part of this comment letter.

Page 3 of 3  
City of Coachella  
Request for Comments Response Letter  
Lighthouse Dispensary

Please accept this letter as a formal protest and request for the City of Coachella to **NOT** approve the Change in Zone No. 18-12 and Conditional Use Permit No. 312.

If you have any questions, please feel free to contact me.

Sincerely,



Patrick Cisneros  
Director, Facilities Services

Encl: Resolution of the Board of Education of the Desert Sands Unified School District  
Original Request for Agency Comments

cc: File  
Jordan Aquino, Asst. Superintendent, DSUSD

# ITEM 14.b.

## RESOLUTION NO: 16/2017-2018

### **RESOLUTION OF THE BOARD OF EDUCATION OF THE DESERT SANDS UNIFIED SCHOOL DISTRICT DECLARING CONCERNS REGARDING CANNABIS BUSINESS ACTIVITY WITHIN THE DISTRICT AND SEEKING INTERAGENCY COOPERATION AND COORDINATION WITH REGARD TO THE REGULATION OF CANNABIS BUSINESS ACTIVITY TO PROTECT STUDENT HEALTH AND SAFETY**

**WHEREAS**, the Desert Sands Unified School District ("District") is located in Riverside County ("County") and serves public school students in the Cities of Indio, La Quinta, Palm Desert, Indian Wells, Bermuda Dunes, Rancho Mirage, and Coachella (collectively "Cities");

**WHEREAS**, in November 2016, California voters approved Proposition 64, the Adult Use of Marijuana Act, which: (1) allows adults 21 and over to possess, privately use, and give away up to one ounce of cannabis, and to cultivate no more than six plants for personal use at their residence; and (2) legalizes the commercial sale, distribution and production of cannabis for adult use at state-licensed facilities beginning January 1, 2018, under specified terms;

**WHEREAS**, inherent in the District's Governing Board ("Board") duties is the duty to protect the health, safety, and well-being of its students;

**WHEREAS**, the Board and District have concerns about the impacts of widespread cannabis business activity and an increase in the availability and use of cannabis and cannabis-related products on District students;

**WHEREAS**, some of the Board's concerns include: cannabis use and consumption near and on school sites; increased use of, and/or easier access to, cannabis and cannabis-related merchandise by students near or on their way to and from school; establishment of distances between cannabis businesses and school sites that are sufficient for protection of health and safety; the control of signage drawing attention to cannabis establishments; management of odor resulting from cultivation and/or other manufacturing of cannabis that increases awareness of the location of cannabis establishments; establishment of security measures that prevent crime and loitering at such businesses and near schools; prevention of underage entry into cannabis businesses; prevention of any increase of impaired driving; and provision of effective drug prevention education;

**WHEREAS**, most of the Board's concerns are echoed by parents of students within the District, and parents look to the Board and the District to ensure that student health and well-being is safeguarded;

**WHEREAS**, local city and county governments are charged with the regulation of the sale, manufacture, cultivation and distribution of legal marijuana, and may impose restrictions on such activities within their jurisdictions;

**WHEREAS**, the regulatory schemes and licensing requirements for each of the Cities, and even the County, will likely differ, while the impact of varying and inconsistent approaches to the regulation of cannabis business will negatively affect the District, whose students live in and attend schools located within the boundaries of all of the Cities and whose schools are located within all of these jurisdictions;

**WHEREAS**, the Board and District must offer a consistent approach and voice to represent the interests of K-12 students residing within the District and across all the Cities, especially with respect to assuring a standard level of protection of the students' health, safety and well-being across the Cities' varying regulatory schemes, making it a necessary participant in all City and County decisions concerning cannabis regulations and/or businesses;

**WHEREAS**, as the sole representative of the interests of K-12 students, the District will also offer a unique perspective in the development of responsible County and/or City regulations and ordinances, the approval of business licenses, the determination of cannabis business locations, effective drug prevention education, and other cannabis-related City and County decisions, making it a necessary participant in all such proceedings;

**WHEREAS**, to ensure the uniform protection of District students across the Cities, and that District's and parents' concerns are properly addressed, the Board requests that the District be invited to actively participate in decisions by the Cities and the County regarding cannabis business activity regulation within the District's jurisdiction and the establishment of frameworks for cannabis-related regulatory schemes that are protective of student health and safety, and that all the Cities and the County recognize the need for interagency coordination and cooperation with each other and the District for the protection of all children in the region;

**WHEREAS**, with this Resolution the District requests that all Cities and Riverside County provide the District with notice regarding cannabis-related regulatory and permitting decisions, including but not limited to: all notification lists for notices, agendas, meetings of any of the Cities' or County councils, planning commissions, and any other public body charged with the development and enforcement of policies and issuing of licenses under which businesses can cultivate, manufacture, test, distribute, sell, transport, or organize (i.e. event organizing) recreational and medical marijuana.

# ITEM 14.b.

along with all documents, notices and applications of entities seeking to establish a cannabis-related business within the Cities and/or the County.

**NOW, THEREFORE**, the Board of Education of the Desert Sands Unified School District hereby finds, determines, declares, orders, and resolves as follows:

**Section 1.** The above recitals are true and correct.

**Section 2.** The Board is concerned about the effect of widespread cannabis business activity and a corresponding increase in the availability and use of marijuana and related products on K-12 students and owes a duty to its students to protect their health, safety, and well-being.

**Section 3.** The District can uniquely contribute to the development of cannabis regulatory schemes within the County and the Cities to ensure that measures are in place to protect children. District participation in the development of cannabis regulatory schemes, the issuance of licenses, the determination of cannabis business locations, effective drug prevention education, and all other cannabis-related decisions in the County and Cities, each of which may have differing regulations and/or license requirements, will ensure that consistent protections are in place for K-12 students, while simultaneously giving a voice to and addressing the District's and student parents' concerns.

**Section 4.** The Board hereby requests that the Cities and the County work together to establish common frameworks and requirements for the regulation of cannabis business activity on issues that affect children throughout the region, and invite the District to be an active participant in the development of these frameworks to ensure that the perspective of educators and parents are present in decision making.

**Section 5.** The District hereby requests that it be placed on all notification lists for notices, agendas, meetings of any of the Cities' or County councils, planning commissions, and any other public body charged with the development and enforcement of policies and issuing of licenses under which businesses can cultivate, manufacture, test, distribute, sell, transport, or organize (i.e. event organizing) recreational and medical marijuana, along with all documents, notices and applications of entities seeking to establish a cannabis-related business within the Cities and/or the County.

**Section 6.** The Superintendent and his designees are authorized, pursuant to this Resolution, to take any action and execute any documents that are necessary to carry out, give effect to, or comply with the terms and intent of this Resolution.

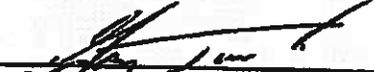
**PASSED, ADOPTED and APPROVED** by the Board of Education of the Desert Sands Unified School District on this 20th day of February, 2018.

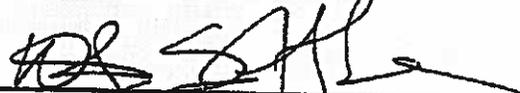
**AYES:** Griffith, duran, Porras, Jonathan, Tomak

**NOES:** 0

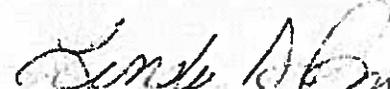
**ABSENCE:** 0

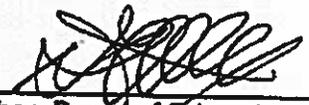
**ABSTENTIONS:** 0

By:   
\_\_\_\_\_  
President, Board of Education

By:   
\_\_\_\_\_  
Vice President, Board of Education

By:   
\_\_\_\_\_  
Member, Board of Education

By:   
\_\_\_\_\_  
Member, Board of Education

By:   
\_\_\_\_\_  
Member, Board of Education



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[rwglaw.com](http://rwglaw.com)



February 6, 2019

VIA ELECTRONIC MAIL ([LLOPEZ@COACHELLA.ORG](mailto:LLOPEZ@COACHELLA.ORG))

Honorable Chair Denise Delgado and  
Members of the Planning Commission  
City of Coachella  
1515 6th Street  
Coachella, CA 92236

Re: **February 6, 2019 Meeting – Agenda Item 10a (Coachella Lighthouse)**

Dear Chair and Members of the Planning Commission:

Our office represents the City of Indio (Indio) and we provide these comments on behalf of Indio as a jurisdiction affected by the proposed activities included in the above-referenced agenda item.

As you know, Indio was forced to file litigation regarding the previous approvals for The Lighthouse Dispensary project including, in particular, procedural deficiencies related to those approvals. We appreciate that the City of Coachella has recognized the need to take corrective action related to the those entitlements as acknowledged in the Planning Commission Staff Report (p. 1) for this agenda item:

“As a result of the pending litigation between the City of Indio and the City of Coachella regarding ‘The Lighthouse Dispensary’ business and the timing of hearings and procedures used by the City of Coachella, this application seeks a re-approval of the same project that was approved by the Planning Commission and City Council in 2018.”

We also appreciate the City of Coachella’s efforts to engage in conversations regarding similar proposed uses adjacent to Indio. This type of conversation, both with Indio and with community residents and stakeholders, is important, as underscored by the Desert Sands Unified School District’s January 10, 2019 correspondence in opposition to The Lighthouse Dispensary project.

The City of Indio remains interested in an ongoing dialogue with the City of Coachella and Riverside County concerning the Carver Tract immediately to the north of the Lighthouse project

# ITEM 14.b.

HONORABLE Chair Denise Delgado and  
Members of the Planning Commission  
February 6, 2019

Page | 2

site. Because that tract is located in Indio's sphere of influence, and because the adjacent development in Coachella likely will have both positive and negative impacts on nearby residents, we believe this conversation is necessary and desirable. To that end, Indio's City Manager was encouraged by a conversation with Coachella's City Manager on January 25, 2019 seeking an initial meeting for the purpose of discussing related issues. We hope that this meeting can occur prior to the City Council's consideration of the re-approval of the entitlements for The Lighthouse Dispensary.

We encourage the City of Coachella to continue these conversations with Indio and other stakeholders.

Very truly yours,



Ginetta L. Giovinco

cc: Alexandra Baca, Esq.  
Thomas Slovak, Esq.  
Coachella Mayor and Members of the City Council  
William Pattison, City Manager, City of Coachella  
Indio Mayor and Members of the City Council  
Mark Scott, City Manager, City of Indio  
Roxanne M. Diaz, City Attorney, City of Indio

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