



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

AGENDA

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

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

March 24, 2021

5:00 PM Closed Session

6:00 PM Regular Meeting

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

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

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

Passcode: 606140

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

- Public comments may be received **either via email, or telephonically, or via Zoom** with a limit of **250 words, or three minutes**:
 - Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required.
 - **Or**, you may leave a message at **(760) 262-6240 before 5:30 p.m.** on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.
- **Spanish:** El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla.

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

ROLL CALL:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

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

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

APPROVAL OF MINUTES:

4. Special Meeting Minutes of March 5, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
5. Regular Meeting Minutes of March 10, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
6. Special Meeting Minutes of March 13, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
7. Special Meeting Minutes of March 16, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

PROCLAMATIONS/PRESENTATIONS:

8. Presentation on Coronavirus (COVID-19) Response Efforts
9. Presentation from American Natural Farming on a Health Center and Job Training
10. Coachella Valley Association of Governments Presentation on the CV Housing First Program

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

- [11.](#) Voucher Listing — EFT's/FY 2020-21 Expenditures as of March 24, 2021, \$2,373,762.08.
- [12.](#) Approve award of letter agreement to Airwave Communications for emergency light bar installations onto eleven (11) city vehicles, in the amount of \$32,078.29.
- [13.](#) Authorize execution of Amendment No. 1 to West Coast Arborist Maintenance Agreement extending their term for one year.
- [14.](#) Investment Report – January 2021
- [15.](#) Resolution No. FD-2021-01, Authorization To Close The Coachella Fire Protection District's Unused County Of Riverside Investment Account
- [16.](#) Resolution No., SD-2021-01, Authorization To Close The Coachella Sanitary District's Unused County Of Riverside Investment Account
- [17.](#) Approve execution of Amendment No. 1 and Amendment No. 2 to Vintage Landscape to allow for desertscape improvements at city facilities.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [18.](#) Resolution No. 2021-17 Initiating the Preparation of the Engineer's Report and declaring Intention to Levy and Collect Assessments for Fiscal Year 2021/2022 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38.
- [19.](#) Adopt Resolution No. WA-2021-02 Extending the Coachella Water Authority Temporary Suspension of Service Turnoffs, originally enacted by the Board of Directors by Resolution WA-2020-04, and ratifying the Order of the Executive Director Extending the Temporary Moratorium.
- [20.](#) Authorize the City Manager to execute a Project Development Agreement with Johnson Controls Inc. to develop an Energy Efficiency Project for street lighting and sports field lighting.
- [21.](#) Production of Videos to promote COVID-19 Testing and Vaccinations
- [22.](#) Coachella Opportunity Zone Challenge
- [23.](#) Bird Rides, Inc. – Pilot Operating Agreement for Stand-Up Electric Scooter Sharing Program

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

24. Coachella Canna Club Project

- a) Resolution No. 2021-24 approving Conditional Use Permit No. 330 that proposes to establish a 7170 square foot retail cannabis business and consumption lounge within the existing building located at 46156 Dillon Road; and Conditional Use Permit No. 331 that proposes to modify the interior of the existing building to create a commercial kitchen and take-out window with outside seating (Chick Next Door) located at 46-156 Dillon Road.
- b) Ordinance No. 1178 approving Change of Zone No. 20-04 that proposes to add the Retail Cannabis Overlay zone (R-C) to the existing C-G (General Commercial) Zone on the project site.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



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MINUTES

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

March 05, 2021
2:00 PM Regular Meeting

CALL TO ORDER:

The Regular Meeting of the City Council of the City of Coachella was called to order at 2:15 p.m. by Mayor Hernandez.

ROLL CALL:

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

Absent: Mayor Pro Tem Gonzalez, City Treasurer Aviles, City Clerk Zepeda

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

APPROVAL OF AGENDA:

There were no modifications to the agenda.

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

Council adjourned into Closed Session at 2:16 p.m.

1. PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager

RECONVENE REGULAR MEETING:

The City Council reconvened into open session at 2:31 p.m.

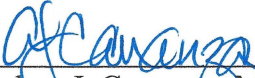
CLOSED SESSION ANNOUNCEMENTS:

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

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 2:32 p.m.

Respectfully submitted,



Andrea J. Carranza, MMC
Deputy City Clerk



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MINUTES

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

OF THE CITY OF COACHELLA

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

March 10, 2021

5:00 PM Closed Session

6:00 PM Regular Meeting

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

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:05 p.m. by Mayor Hernandez.

ROLL CALL:

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

City Treasurer Aviles, City Clerk Zepeda.

Absent: None.

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

APPROVAL OF AGENDA:

There were no modifications to the agenda.

Motion: To approve the agenda as presented.

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 5-0, by a unanimous voice vote

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

Council adjourned into Closed Session at 5:06 p.m.

1. PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
One (1) potential case

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

The City Council reconvened into open session at 6:03 p.m.

PLEDGE OF ALLEGIANCE:

City Manager Pattison led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

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

APPROVAL OF MINUTES:

3. Special Meeting Minutes of a Coachella City Council Study Session held on February 24, 2021.
4. Regular Meeting Minutes of February 24, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve the minutes as presented.

Made by: Councilmember Delgado

Seconded by: Councilmember Beaman Jacinto

Approved: 5-0, by a unanimous voice vote

PROCLAMATIONS/PRESENTATIONS:

5. Presentation on Coronavirus (COVID-19) Response Efforts
6. Presentation from American Natural Farming on a Health Center and Job Training (*due to technicality difficulties, the presenter was unable to present*).
7. Presentation on COVID-19 Vaccination Appointment Assistance by Vaxie

WRITTEN COMMUNICATIONS:

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

CONSENT CALENDAR:

8. Voucher Listing — EFT's/Utility Billing Refunds/FY 2020-21 Expenditures as of March 10, 2021, \$2,404,990.93.
9. *This item was pulled from the Consent Calendar and voted upon separately. See page 4.*
10. *This item was pulled from the Consent Calendar and voted upon separately. See page 4.*
11. *This item was pulled from the Consent Calendar and voted upon separately. See page 4.*
12. Authorize the City Manager to Execute Grapefruit Urban Greening and Connectivity Project Change Order #4
13. Authorize the Purchase of Sedaru Asset & Operational Management Software Licensing and Managed Services Program for Calendar Years 2021-23
14. Professional Services Agreement with Egan Civil, Inc. for engineering services on the rehabilitation of the Bagdouma Park basketball courts and adjacent retention basin in the amount of \$24,900 (Project P-21)
15. Professional Services Agreement with BOTEC Analysis for the preparation of a Cannabis Social Equity Assessment Study in the amount of \$49,980
16. Amendment to Letter of Agreement with CannaBiz Consulting, LLC to assist with implementation of the City's Cannabis Social Equity Program in the amount of \$69,763.00 and authorize BCC Social Equity Grant funding for this Agreement.

Motion: To approve per staff recommendation, Consent Calendar Items 8 through 17, with the **exception of Items 9, 10 and 11**, which were voted upon separately (see below).

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

The following items were pulled from the Consent Calendar and voted upon separately (see page 2 and above):

9. Resolution No. 2021-16, Authorizing the City Manager to Submit An Application for Statewide Park Development and Community Revitalization Program Grant Funds to Build Central Park on Avenue 52 between La Ponderosa Drive and Hernandez Street
10. Resolution No. 2021-22, Authorizing the City Manager to Submit An Application for Statewide Park Development and Community Revitalization Program Grant Funds to Build Angel Park on Avenue 53 between Shady Lane and Tyler Street

Motion: To approve per staff recommendation (Items 9 and 10)

Made by: Councilmember Galarza

Seconded by: Mayor Pro Tem Gonzalez

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

11. Resolution No. 2021-23, a Resolution Proclaiming Support for Proposed Immigration Changes in the United States Congress and Commitment to Immigrants that Live or Work in the City.

The following comments were made during the meeting via Zoom:

1. Luz Gallegos
2. Vanessa Moreno
3. Eric Lemus
4. Lyzette Mendoza
5. Lizbeth Albin
6. Jazmine Ibarra
7. Monica Galvez
8. Brenda (no last name provided)
9. Reyes J. Lopez

The following comment was made via voice mail message:

1. Daniel Flores - Support

The following emails were received, forwarded to the City Council, and are entered into the record:

1. Olga Flores 3/10/2021 2:13 PM – Support – Both Items 11 and 17

2. Lyzzeth Mendoza 3/10/2021 2:10 PM – Support
3. Yurema Arvizu 3/10/2021 2:59 PM – Support – Both Items 11 and 18
4. Héctor T. Plascencia 3/10/2021 3:14 PM – Support
5. Claudia Lopez 3/10/2021 4:04 PM – Support – Both Items 11 and 18)
6. Inland Coalition for Immigrant Justice 3/10/2021 4:58 PM – Support (undersigned by 11 other agencies)

Motion: To approve per staff recommendation

Made by: Councilmember Beaman Jacinto

Seconded by: Mayor Hernandez

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

17. HERO Pay:

- a) Agricultural Industry Impact Report
- b) Hero Fund Program
- c) Ordinance No. 1175, “Hero Pay” for Front-Line Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers (*Second Reading*)

The following comments were made during the meeting via Zoom:

1. Chris Duggan
2. Aron Velarde
3. Reyes Lopez
4. Lesly Figueroa
5. Javier Hernandez
6. Frank Figueroa
7. Vanessa Moreno
8. Jazmine Ibarra
9. Stephanie Ambriz
10. Edwin Ramoran
11. Beverly Garcia
12. Jacqueline Aguilar

(Continued)

(Item 17, HERO Pay, continued from previous page)

13. Brenda (no last name provided)
14. Danny Torres
15. George Tudor
16. Monica Galvez
17. Blaine Carian
18. Mariella Magaña Ceballos
19. Olivia (no last name provided)
20. Natalia Cervantes
21. Rosemary Bautista

The following letters were received, forwarded to the City Council, and are entered into the record:

1. California Institute for Rural Studies 3/10/2021 4:45 PM – Support
2. California Rural Legal Assistance, Inc. 3/10/2021 4:48 PM – Request to continue item
3. California Restaurant Association 3/8/2021 5:53 PM – Oppose
4. Hadley Date Garden 3/10/2021 12:07 PM – Oppose
5. Inland Coalition for Immigrant Justice 3/10/2021 5:00 PM – Support
6. Ocean Mist 3/10/2021 3:13 PM – Oppose
7. Tudor Ranch, Inc. 3/10/2021 4:18 PM – Oppose
8. United Food and Commercial Workers Union 3/10/2021 3:53 PM – Support

The following emails were received, forwarded to the City Council, and entered into the record:

1. ACLU of Southern California 3/10/2021 5:00 PM – Support
2. Alejandra Alarcon Wed 3/10/2021 1:02 PM – Support
3. Anonymous 3/10/2021 1:18 PM – Support
4. April Alarcon 3/10/2021 5:16 PM – Mixed Support (yes, but not from taxpayers' funds)
5. Argo Labor Services 3/10/2021 1:16 PM – Oppose
6. Brenda Ortiz 3/10/2021 5:18 PM – Mixed Support (yes, but not from taxes)
7. Chris Benner 3/10/2021 2:37 PM – Support

(Continued)

(Item 17, HERO Pay, continued from previous page.)

8. Claudia Lopez 3/10/2021 4:04 PM – Support (Both Item 11 and 18)
9. Cristhian Castro 3/10/2021 8:01 AM – Mixed Support (yes, but not from taxes)
10. Danny Torres 3/10/2021 5:23 PM – Mixed Support (yes, but not from taxes)
11. Eloisa Lopez 3/10/2021 4:30 PM – Support
12. Francisco Carrillo 3/10/2021 5:34 PM – Mixed Support (yes, but not from taxpayers' funds)
13. Gisell Arredondo 3/10/2021 8:01 AM – Mixed Support (yes, but not from taxpayers' funds)
14. Héctor T. Plascencia 3/10/2021 3:14 PM – Support
15. Jacqueline Aguilar 3/10/2021 3:43 PM – Support
16. June Mihalich 3/10/2021 4:15 PM – Mixed Support (yes, but not from taxpayers' funds)
17. Karen Rodriguez 3/10/2021 3:05 PM – Support
18. Marcos Magaña 3/10/2021 12:00 PM – Support
19. MJ Rodriguez 3/10/2021 3:46 PM – Mixed Support (yes, but not from taxpayers' funds)
20. Najayra Valdovinos Soto 3/9/2021 2:50 PM – Support
21. Nicole Arciga 3/10/2021 2:45 PM – Support
22. Odalys Beltran 3/10/2021 1:51 PM – Mixed Support (yes, but not from taxpayers' funds)
23. Olga Flores 3/10/2021 2:13 PM- Support – Both Items 11 and 18
24. Olivia Rodriguez 3/10/2021 5:29 PM – Support
25. Pablo Juan Hernandez 3/10/2021 3:05 PM – Support
26. Peter Rabbit Farms 3/9/2021 12:18 PM – Oppose
27. (No First Name) Ramirez 3/8/2021 11:29 PM - Oppose
28. Sarai Michelle 3/10/2021 4:56 PM – Support
29. Stephanie Ambriz 3/9/2021 5:44 PM – Mixed Support (yes, but not from taxpayers' funds)
30. Vanesa Gonzalez 3/10/2021 3:12 PM – Support
31. Vianey Holguin 3/10/2021 5:29 PM – Mixed Support (yes, but not from taxpayers' funds)
32. Yurema Arvizu 3/9/2021 5:35 PM – Mixed Support (yes, but not from taxpayers' funds)

(Continued)

(Item 17, HERO Pay, continued from previous page.)

Motion: To approve Ordinance No. 1175

Made by: Councilmember Delgado
Seconded by: Councilmember Beaman Jacinto

Substitute Motion: To move forward with Ordinance No. 1175, and the Hero Fund Program, with that fund to be set at \$750,000 to be taken out of the HERO’s Act dollars that will be coming to the City of Coachella.

Made By: Mayor Hernandez
Mayor Pro Tem Gonzalez

The question is on the motion to substitute. Shall the motion to move forward with Ordinance No. 1175 and the Hero Fund Program, with that fund to be set at \$750,000 to be taken out of the HERO’s Act dollars that will be coming to the City of Coachella **replace** the motion to Approve Ordinance No. 1175?

Approved: 3-2, by the following roll call vote:

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

Motion to substitute is adopted.

Motion: To move forward with Ordinance No. 1175 and the Hero Fund Program, with that fund to be set at \$750,000 to be taken out of the HERO’s Act dollars that will be coming to the City of Coachella.

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

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

Public Comments were moved up to this portion of the meeting being after the 8:00 hour:

1. Erika Ramirez Mayoral – during the meeting via Zoom
2. Javier Hernandez – during the meeting via Zoom
3. Erik Lemus – during the meeting via Zoom
4. Inland Equity Partnership Board, via email 03/10/2021 2:48 PM
5. Marco Ramos, via email 03/10/2021 5:33 PM

(After Public Comments, the City Council returned to the regular agenda at this point.)

18. Ordinance No. 1177 Establishing Campaign Contribution Limit for Local Candidates (AB 571) *(First Reading)*

Option to make no changes (not proceed with first reading): The \$4,900 statewide campaign contribution from one individual per calendar year would be imposed on those running for elective City office. The FPPC would take responsibility for enforcing the restriction.

Public Comment: Frank Figueroa, via Zoom
Stephanie Ambriz, via Zoom/email 03/10/2021 4:04 PM
Danny Torre, via email 3/10/2021 5:31 pm

Motion: To make no changes/match State’s Campaign Contribution Limit

Made by: Councilmember Galarza
Seconded by: Mayor Hernandez
Approved: 3-2, by the following roll call vote:

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

19. Resolution No. 2021-21, Approving Mid-Year Budget Adjustments for Fiscal Year 2020-2021

Motion: To approve per staff recommendation

Made by: Councilmember Delgado
Seconded by: Councilmember Galarza
Approved: 5-0, by the following roll call vote:

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

20. Authorize City Manager to execute a letter agreement with Zambelli Fireworks for a special event pyrotechnic program for the City’s 2021 Fourth of July program, in the amount of \$34,000.

Motion: To approve per staff recommendation, and hold the event on Saturday, July 3, 2021

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

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

21. Authorize award of purchase to Vintage Associates, Inc. for City Hall fountain bowl replacement, in the amount of \$21,249.16 and authorize appropriation of \$21,249.16 from undesignated general fund reserves for this purchase.

Motion: To **continue** item
Made by: Mayor Hernandez
Seconded by: Mayor Pro Tem Gonzalez
Approved: 5-0, by the following roll call vote:

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

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

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

Mayor Hernandez re-opened the Public Hearing

Public Comment: Marcos Magaña, via email 03/09/2021 8:47 PM

Motion: To **continue** item to April 14, 2021

Made by: Mayor Hernandez
Seconded by: Mayor Pro Tem Gonzalez
Approved: 5-0, by the following roll call vote:

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

PUBLIC COMMENTS (NON-AGENDA ITEMS):

With the time being after the 8:00 hour and per Resolution No. 2019-34, Public Comments were moved up (see page 7). There were no further comments at this time.

REPORTS AND REQUESTS:

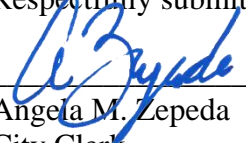
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 10:31 p.m.

Respectfully submitted,



Angela M. Zepeda
City Clerk



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MINUTES

CITY COUNCIL SPECIAL MEETING
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THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
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COACHELLA WATER AUTHORITY, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

March 13, 2021
7:45 AM

CALL TO ORDER:

The Special Meeting of the City Council of the City of Coachella was called to order at 8:00 a.m. by Mayor Hernandez.

ROLL CALL:

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

Absent: City Treasurer Aviles, City Clerk Zepeda

*(*Mayor Pro Tem Gonzalez was present, but logged into Closed Session at the time the meeting was called to order.)*

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

APPROVAL OF AGENDA:

There were no modifications to the agenda.

Motion: To approve the agenda as presented.

Made by: Councilmember Beaman Jacinto

Seconded by: Councilmember Galarza

Approved: 4-0, by a unanimous voice vote

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

Council adjourned into Closed Session at 8:01 a.m.

1. PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager

RECONVENE REGULAR MEETING:

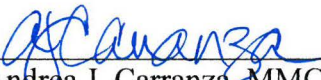
CLOSED SESSION ANNOUNCEMENTS:

Direction was given in Closed Session, but no reportable action was taken.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 1:31 p.m.

Respectfully submitted,



Andrea J. Carranza, MMC
Deputy City Clerk



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

MINUTES

CITY COUNCIL SPECIAL MEETING OF THE CITY OF COACHELLA

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

March 16, 2021
4:00 PM

CALL TO ORDER:

The Special Meeting of the City Council of the City of Coachella was called to order at 4:01 p.m. by Mayor Hernandez.

ROLL CALL:

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

Absent: City Treasurer Aviles, City Clerk Zepeda

*(*Mayor Pro Tem Gonzalez was present, but logged into Closed Session at the time the meeting was called to order.)*

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

APPROVAL OF AGENDA:

There were no modifications to the agenda.

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

Council adjourned into Closed Session at 4:02 a.m.

1. PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager

Mayor Hernandez left the meeting at 4:10 p.m.

RECONVENE REGULAR MEETING:

The City Council reconvened into open session at 4:25 p.m.

(Mayor Pro Tem Gonzalez attended Closed Session, but was not present when Council reconvened the regular meeting.)

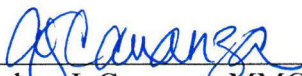
CLOSED SESSION ANNOUNCEMENTS:

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

ADJOURNMENT:

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

Respectfully submitted,



Andrea J. Carranza, MMC
Deputy City Clerk

apChkLst
03/16/2021 10:17:33AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -SEPAR

<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>
140	3/1/2021	51949	THE H.N. & FRANCES C. BERGEF52	3/1/2021	MAR2021- CIVIC CENTER LOAN	8,876.26	8,876.26
for EFT FOR WELLS FARGO BANK -SEPARATE CHECK:							8,876.26

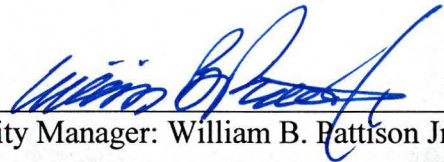
apChkLst
03/16/2021 10:17:33AM

Check List
City of Coachella


1 checks in this report.

Grand Total All Checks: 8,876.26

Date: March 1, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

apChkLst
03/09/2021 5:00:22PM

Check List
City of Coachella

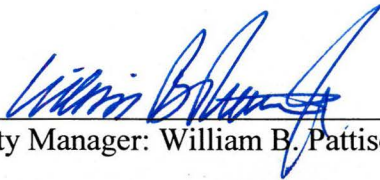
Bank : wfb WELLS FARGO BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
110333	3/9/2021	53746	CANNABIZ CONSULTING GRC2021 Grant	1/25/2021	CANNABIS EQUITY GRANT PI	44,000.00	44,000.00
Sub total for WELLS FARGO BANK:							44,000.00


1 checks in this report.

Grand Total All Checks: 44,000.00

Date: March 9, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
130	3/24/2021	53291	ANGENIOUS ENGINEERING	19-03-021	1/31/2021	PE1/31 DILLON RD BRIDGE	44,125.23	44,125.23
131	3/24/2021	45929	BECK OIL, INC.	42614CL	2/28/2021	PE2/28 GRAFFITI DEPT FUEL	79.59	79.59
132	3/24/2021	50039	E&M, INC.	369988	2/25/2021	JN2021/22 CUSTOMER FIRST	3,850.00	
				370424	3/4/2021	JN2021/22 TOPVIEW SUPPOF	825.00	4,675.00
133	3/24/2021	53123	GRANICUS	137036	2/25/2021	GOVACCESS- WEBSITE DESI	3,400.00	3,400.00
134	3/24/2021	02167	MICHAEL BAKER INTERNATIC	1108853	2/22/2021	PE1/31 AVE50/I-10 INTERCHA	879.75	879.75
135	3/24/2021	54109	MUFG UNION BANK, N.A.	1245447	12/24/2020	NV20-OT21 SANITARY DIST R	2,820.00	
				2015A-03-2021	3/8/2021	COACHELLA SDW REV REF E	238,487.30	241,307.30
136	3/24/2021	53857	MURCHISON & CUMMING, LL	2409896	2/11/2021	PE1/31, CH2003-LUDWIG, DO	11,110.16	11,110.16
137	3/24/2021	52784	THE PUN GROUP LLP	112851	2/28/2021	FY19/20 AUDIT SVCS	25,000.00	25,000.00
138	3/24/2021	48436	UNIVAR SOLUTIONS USA INC.	48990850	3/2/2021	SODIUM HYPOCHLORITE	5,695.36	5,695.36
139	3/24/2021	51697	WESTERN WATER WORKS SI	1400833-00	12/31/2020	POLYMER READ LID	411.08	
				1401091-00	1/11/2021	GALV NIPPLE, ETC	57.64	468.72
T FOR WELLS FARGO BANK -SEPARATE CHECK:								336,741.11

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110334	3/24/2021	46835	AIR AND HOSE SOURCE, INC.413556	3/1/2021	T-BOLT CLAMP	31.10	
			414406	3/8/2021	RED PAINT MARKER, ETC	25.88	56.98
110335	3/24/2021	01436	AMERICAN FORENSIC NURSE74332	2/15/2021	JAN2021 BLOOD DRAWS+DR	280.00	
			74272	1/15/2021	JAN2021 BLOOD DRAWS	110.00	
			74338	2/15/2021	JAN2021 BLOOD DRAWS	110.00	500.00
110336	3/24/2021	42837	ARAMARK UNIFORM SERVICEFEB2021 GRFT	2/28/2021	PE2/28 UNIFORMS	63.76	
			JAN2021 GRFT	1/31/2021	PE1/31 UNIFORMS	63.76	127.52
110337	3/24/2021	43462	BEST BEST & KRIEGER, LLP 896320	1/27/2021	PE12/31, #80237, GENERAL R	31,827.18	
			896328	1/27/2021	PE12/31, #80237.00854, EMPL	8,869.20	
			896321	1/27/2021	PE12/31, #80237.00236, USA L	3,501.16	
			896329	1/27/2021	PE12/31, #80237.00857, RENE	2,644.10	
			896332	1/27/2021	PE12/31, #80237.03004, AV50	2,549.10	
			896327	1/27/2021	PE12/31, #80237.00851, GLEN	764.10	
			896322	1/27/2021	PE12/31, #80237.00447, ADV.	713.70	
			896330	1/27/2021	PE12/31, #80237.00868, TRAV	633.30	
			896323	1/27/2021	PE12/31, #80237.00810, LABO	566.00	
			896331	1/27/2021	PE12/31, #80237.00869, AFFO	283.00	
			896324	1/27/2021	PE12/31, #80237.00819, CODE	185.60	
			896325	1/27/2021	PE12/31, #80237.00820, ENVIF	84.90	
			896326	1/27/2021	PE12/31, #80237.00844, CHRC	4,327.45	56,948.79
110338	3/24/2021	53109	BIO SOCAL CS21521	2/18/2021	2/15 BIOHAZARD CLEAN-UP (895.00	
			CS3121	3/1/2021	2/27 BIOHAZARD CLEAN-UP (895.00	1,790.00
110339	3/24/2021	00836	BIO-TOX LABORATORIES 40787	2/10/2021	LAB SERVICES: 1/8+22	650.00	
			40788	2/10/2021	LAB SERVICES: 1/8+22	453.00	
			40833	2/10/2021	LAB SERVICE: 1/25	46.00	1,149.00
110340	3/24/2021	43862	BRENNTAG PACIFIC, INC BPI125811	3/4/2021	SODIUM HYPOCHLORITE	2,136.03	2,136.03
110341	3/24/2021	44905	C.S. LEGACY CONSTRUCTION2	3/1/2021	PE2/28 GRAPEFRUIT URBAN	245,479.65	245,479.65
110342	3/24/2021	46356	C.V. CONSERVATION COMMISEJan2021	3/1/2021	JAN2021 LDMF MULTI-SPECIE	14,930.19	14,930.19
110343	3/24/2021	54110	CALIFORNIA COMMERCIAL A\$2215407	2/18/2021	TACK 5GAL BUCKETS	969.75	969.75
110344	3/24/2021	53627	CANNON PARKIN, INC. 213252	2/16/2021	PE1/31 FIRE STATION REHAB	48,319.50	48,319.50
110345	3/24/2021	53423	CBE OFFICE SOLUTIONS IN2353966	2/20/2021	ACC #CC3502, COLOR COPIE	950.09	950.09
110346	3/24/2021	53220	COACHELLA ACE HARDWARE1679/1	3/3/2021	SPRY PAINT FLT WHT, ETC	26.75	26.75
110347	3/24/2021	54108	COACHELLA VALLEY YOUTH (3	2/18/2021	4/12 ANNUAL GOLF TOURNAI	1,000.00	1,000.00
110348	3/24/2021	00749	COUNTY OF RIVERSIDE SH0000038627	3/8/2021	1/14-2/10 LAW ENFORCEMEN	704,297.31	
			SH0000038571	2/22/2021	12/17-1/13 LAW ENFORCEME	633,784.31	1,338,081.62

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110349	3/24/2021	12070	CSMFO 01-2021	1/1/2021	2021 CSMFO MUNICIPAL MBF	110.00	110.00
110350	3/24/2021	49858	CV PIPELINE CORP. S2534	2/26/2021	2/25 VIDEO PIPE INSPECTION	500.00	500.00
110351	3/24/2021	09650	CVAG Jan2021	3/1/2021	JAN2021 TUMF FEES	43,136.85	43,136.85
110352	3/24/2021	02115	CWEA Reg 3/8-11	3/11/2021	REG 3/8-11, P3S VIRTUAL CO	349.00	349.00
110353	3/24/2021	44718	DAMARA'S FLOWERS 6223	1/19/2021	SPRAY ARRANGEMENT: RITA	100.00	
			6484	3/1/2021	SPRAY ARRANGEMENT: JESI	81.56	
			6485	3/1/2021	SPRAY ARRANGEMENT: GER	81.56	
			6486	3/1/2021	SPRAY ARRANGEMENT: MIRI	81.56	344.68
110354	3/24/2021	49859	DEAZTLAN CONSULTING, LLC2021-6	2/16/2021	CM SURVEY/OUTREACH SVC	14,750.00	
			2021-5	2/16/2021	PHOTOGRAPHY/GROUNDBR	350.00	15,100.00
110355	3/24/2021	42761	DEPT OF ENVIRONMENTAL H IN0407099	2/11/2021	FAC #FA0016786, EHP 3/31, 8'	1,679.00	1,679.00
110356	3/24/2021	53007	DESERT PROMOTIONAL & 76970	2/15/2021	FACE MASKS W/ CITY LOGO	1,294.13	1,294.13
110357	3/24/2021	51604	FRONTIER BD 2/16/21	2/16/2021	ACC 209-188-4039-091192-5, 2	168.00	168.00
110358	3/24/2021	43672	FULTON DISTRIBUTING COMF529101	3/1/2021	TOWEL, GLOVES & LINER	432.54	432.54
110359	3/24/2021	51494	GARDA CL WEST, INC. 10625293	3/1/2021	MAR2021 CASHLINK MAINTEN	823.05	
			10625281	3/1/2021	MAR2021 ARMORED TRANSF	626.43	1,449.48
110360	3/24/2021	00996	HOME DEPOT 1063462	3/2/2021	ECHO TRIMMER LINE, TRUFL	210.65	210.65
110361	3/24/2021	53151	KLOB-FM 562649-2	1/31/2021	12/16-1/10 AD SPOT: SAFE HC	1,515.00	
			562649-1	12/27/2020	12/16-1/10 AD SPOT: SAFE HC	1,470.00	
			565098-1	1/31/2021	12/29-1/1 AD SPOT: GUN SAF	450.00	3,435.00
110362	3/24/2021	53152	KPST-FM 559903-1	12/27/2020	11/30-12/7 AD SPOT: COVID-1	1,500.00	
			562648-1	12/27/2020	12/16-1/11 AD SPOT: SAFE HC	1,500.00	
			562648-2	1/31/2021	12/16-1/11 AD SPOT: SAFE HC	1,500.00	
			565100-1	1/31/2021	12/29-1/1 AD SPOT: GUN SAF	450.00	4,950.00
110363	3/24/2021	45051	LAMAR OF PALM SPRINGS 112225906	2/15/2021	2/15-3/14 ADVERTISING: COV	2,500.00	
			112236382	2/22/2021	2/22-3/21 ADVERTISING: COV	1,200.00	3,700.00
110364	3/24/2021	54111	LOPEZ, RAUL AVILA Rebate	3/1/2021	TOILET REPLACEMENT REB/	162.04	162.04
110365	3/24/2021	25555	MATICH CORPORATION 112020030-R	12/9/2020	RETENTION- 2020 PAVEMENT	91,010.77	91,010.77
110366	3/24/2021	25900	MEREDITH & SIMPSON CONS210256	2/23/2021	PWR TO INFLUENT PUMP MT	2,348.87	
			210257	2/25/2021	TRBLSHT NETWORK, SVC FC	1,265.83	3,614.70
110367	3/24/2021	45197	MSA CONSULTING, INC. 2625.001-05	1/31/2021	PE1/31 HOUSING RE-ZONING	15,691.25	15,691.25
110368	3/24/2021	42240	MULTI W. SYSTEMS, INC. 32130400	3/5/2021	GOULDS AGS AXIAL GRINDEI	1,264.79	1,264.79
110369	3/24/2021	53585	MYSIDEWALK, INC. 32063	12/1/2020	NOV2020-21 OPPORTUNITY 2	12,800.00	12,800.00
110370	3/24/2021	42112	NRO ENGINEERING 02-21-009	1/31/2021	PE1/31 PLNCK, 84805 AVE 48:	1,071.00	
			02-21-010	1/31/2021	PE1/31 PLNCK, ESCONDIDA F	590.50	1,661.50

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110371	3/24/2021	44714	NV5, INC. 202504	2/27/2021	PE1/30 GRAPEFRUIT BLVD UI	39,618.75	39,618.75
110372	3/24/2021	47192	O'REILLY AUTO PARTS 2855-306344	3/1/2021	BOOSTER CBLS	131.55	131.55
110373	3/24/2021	01736	PALM SPRINGS PUMP, INC. 21-3585	3/3/2021	2/17+18 SVC CALLS @ WELL	670.00	670.00
110374	3/24/2021	02028	PETE'S ROAD SERVICE, INC. 480150-00	3/2/2021	FLAT REPAIR	27.11	27.11
110375	3/24/2021	42759	PROPER SOLUTIONS, INC. 11743	3/5/2021	WE 3/5: S. LORENZANA	525.00	
			11725	2/26/2021	WE 2/26: S. LORENZANA	504.00	1,029.00
110376	3/24/2021	53736	RG2 MANAGEMENT LLC 2564	3/2/2021	WE 2/28: R. VALENCIA	744.00	744.00
110377	3/24/2021	00382	SAFEGUARD BUSINESS SYST034447444	2/26/2021	#10 ENV SGL WIN GUM SIDE:	260.45	260.45
110378	3/24/2021	35000	SMART & FINAL 252466	3/3/2021	COFFEEMATE CREAMERS, V	119.31	119.31
110379	3/24/2021	47319	SPARKLETTS 9467308 022421	2/24/2021	FEB2021 WATER @ SANITAR'	174.93	174.93
110380	3/24/2021	52595	STAPLES BUSINESS CREDIT 7324452698-0-1	2/10/2021	LOGITECH HD WEBCAM & N)	241.36	
			7325404584-0-1	2/24/2021	STAPLES ADJ 3HOLE PUNCH	236.53	
			7325303097-0-1	2/23/2021	HP 62XL HY BLACK INK, ETC	112.26	
			7324930977-0-1	2/23/2021	HP 60 BLK/TRI-COLOR INK, E	104.88	
			7325303699-0-1	2/23/2021	HP 62XL HY BLACK INK, ETC	102.42	
			7325009210-0-1	2/18/2021	DYMO 450 LABELER	96.78	
			7323895946-0-1	2/2/2021	GW FILE PKT LTR ASST, ETC	79.88	
			7324520037-0-1	2/11/2021	FOLDER LTR	65.24	
			7324116945-0-1	2/5/2021	RUBBER FINGER & PLASTIC	58.26	
			7324950009-0-1	2/18/2021	AVERY 5TAB CLEAR LABEL, E	52.67	
			7325498336-0-1	2/25/2021	AVY INK LSR FILE FLDR AST,	51.19	
			7325009273-0-1	2/18/2021	PENTEL ENERGEL RTX	27.72	1,229.19
110381	3/24/2021	50432	SWRCB App Fee	3/2/2021	APP ID #530284- GRAPEFRUI	729.00	729.00
110382	3/24/2021	36300	SWRCB FEES EA-RE-0621-247	3/9/2021	CERT 2472, ELAP 2021, EXP €	2,800.00	2,800.00
110383	3/24/2021	37600	THE DESERT SUN PUBLISHIN0003637701	12/31/2020	DEC2020 PUBLISHED ADS	3,093.20	
			0003677833	1/31/2021	JAN2021 PUBLISHED ADS	1,192.40	4,285.60
110384	3/24/2021	38250	TOPS N BARRICADES 1086701	2/26/2021	ROLOTAPE MEASURE WHEE	299.39	
			1086751	3/3/2021	18" CONE, RETRACTABLE CC	170.57	469.96
110385	3/24/2021	52204	TPX COMMUNICATIONS 140365966-0	2/16/2021	AC33325, 2/16-3/15	4,011.49	4,011.49
110386	3/24/2021	45665	TRIMAX SYSTEMS, INC. 0030518-IN	2/19/2021	2/18+19 SCADA/TOTALIZER S	2,800.00	2,800.00
110387	3/24/2021	38800	UNDERGROUND SERVICE AL220210112	3/1/2021	FEB2021- 67 NEW TICKETS+I	120.55	
			dsb20200097	2/21/2021	CA STATE FEE OF REGULATC	55.23	
			dsb20200727	3/1/2021	CA STATE FEE FOR REGULAT	55.23	231.01
110388	3/24/2021	47102	URBAN FUTURES, INC. 0121-007	3/4/2021	JAN2021 ROPS SVCS	787.50	787.50
110389	3/24/2021	44775	VISTA PAINT CORPORATION 2021-877248-00	3/3/2021	RPR'D SPRAY, ETC	293.61	293.61

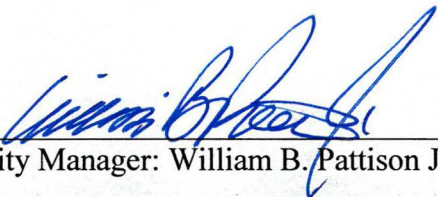
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110390	3/24/2021	42495	WATER ENVIRONMENT FEDE2021 Rnwl	3/11/2021	MBRSHP RNWL #17657889: B	332.00	332.00
110391	3/24/2021	00384	WILLDAN FINANCIAL SERVICE002-23905	2/3/2021	JAN2021 BLDG & SAFETY SVI	7,870.00	7,870.00
Sub total for WELLS FARGO BANK:							1,984,144.71

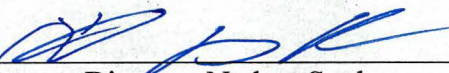
68 checks in this report.

Grand Total All Checks: 2,320,885.82

Date: March 24, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve award of letter agreement to Airwave Communications for emergency light bar installations onto eleven(11) city vehicles, in the amount of \$32,078.29.

STAFF RECOMMENDATION:

Approve award of letter agreement to Airwave Communications for emergency light bar installations onto eleven (11) city vehicles, in the amount of \$32,078.29.

EXECUTIVE SUMMARY:

On February 24, 2021, City Council approved leasing an additional eleven (11) new Ford F-150 units from Enterprise Fleet Management Inc. These units will require installation of emergency light bar equipment, which is standard for field staff vehicles.

Staff has obtained three bids for the needed equipment and the lowest bidder was Airwave Communications. Staff is recommending award of a letter agreement to Airwave Communications for the emergency light bar equipment and installation, totaling \$32,078.29 (\$2,916.21 per unit). The responses received for this bid request are listed below:

- | | |
|------------------------------------|-------------|
| 1. Airwave Communications | \$32,078.29 |
| 2. Tops N Barricades | \$33,731.36 |
| 3. West Coast Lights & Sirens Inc. | \$35,579.23 |

FISCAL IMPACT:

On February 24, 2021, City Council approved leasing an additional eleven vehicles from Enterprise Fleet Management Inc. and authorized appropriating \$60,000 for the purchase of safety light bars/radio equipment for these units. The recommended action will not require additional appropriation of funds.

Attachment:
Proposed Letter Agreement

City of Coachella

March 24, 2021

Airwave Communications
75-450 Gerald Ford Drive – Suite 310
Palm Desert, CA 92211

Re: Letter of Agreement for LED Lightbar Installations on Eleven 2021 Ford F-150 Units

Dear : Mr. Kraus,

This letter shall be our Agreement regarding the LED Lightbar Installation Project described below (“Services”) to be provided by Airwave Communications (“Contractor”) as an independent contractor to the City of Coachella for the LED Lightbar Installation Project (“Project”).

The Services to be provided include the following: The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the actual amount of time spent in adequately performing the services. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed \$32,078.29.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers’ compensation coverage for such employees which meets all requirements of state law: 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.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall

begin upon vehicle delivery expected to occur between June 1, 2021 through September 1, 2021, unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

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

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

CITY OF COACHELLA

CONTRACTOR

Approved by:

Reviewed and Accepted by Contractor:

William B. Pattison, Jr.
City Manager

Signature

Carlos Campos
City Attorney

Name

Title

EXHIBIT "A"



7213 OLD 215 FRONTAGE RD
 MORENO VALLEY, CA 92553
 PHONE 951-656-5699

75-450 GERALD FORD DRIVE- SUITE 310
 PALM DESERT, CA 92211
 PHONE 760-834-8967

2727 SUPPLY AVE
 COMMERCE, CA 90040
 323-725-0998

bill to:

City of Coachella
 53462 Enterprise Way
 CEASAR QTY 11 F150
 Coachella, CA 92236

Quote

Estimate Date: Jan-18-2021
Estimate Number: 2010449026
Total Amount: **\$32,078.29**
Payment Terms: Net 30
Sales Representative: Chris Kraus

ship to:

City of Coachella
 53462 Enterprise Way
 CEASAR QTY 11 F150
 Coachella, CA 92236

summary:

Estimate Date: 01/18/2021
Estimate Number: 2010449026
Estimate Amount: **\$32,078.29**
Payment Terms: Net 30

Description <i>Details</i>	Item Price	Quantity	Total Price
Misc installation Materials <i>MISC INSTALLATION MATERIAL INCLUDES ADD A FUSE, CABLE LOOM, CONNECTORS</i>	\$52.50	11	\$577.50
212050 <i>50 amp circuit breaker</i>	\$30.62	11	\$336.80
Installation <i>INSTALLATION OF RADIO, ANTENNA, LIGHTBAR, FOUR CORNER STROBES WITH AMBER IN THE FRONT HEADLIGHTS CLEAR IN REAR TAIL LIGHT,. (LIGHTBAR CONTROLLER THREE POSITION SWITCH WILL BE CONFIGURED FOR POSITION ONE TO OPERATE REAR FLASH PATTERN ON THE BACK OF LIGHT BAR, POSITION 2 WILL OPERATE REAR FLASH PATTERN ON BACK OF LIGHT BAR AND FOUR CORNER STROBES, POSITION 3 WILL OPERATE FLASH PATTERN ON FRONT AND REAR OF LIGHT BAR AND FOUR CORNER STROBES. (LIGHTBAR WILL BE WIRED SO IT COMES ON AND OFF WITH THE VEHICLE IGNITION AND THE RADIO WILL BE TIED TO THE VEHICLE IGNITION.)</i>	\$995.00	11	\$10,945.00
0332002150 <i>75 Amp, 12 Volt, Heavy Duty Relay</i>	\$35.00	11	\$385.00
AC-BLC-108 <i>8 Position Fuse Block</i>	\$27.30	11	\$300.30
Vendor Shipping/ Freight <i>FREIGHT CHARGE FROM VENDOR TO AIRWAVE</i>	\$95.00	1	\$95.00

Questions?

Contact us using the contact information on the right.

Airwave Communication Ent. | 7213 Old 215 Frontage Road | Moreno Valley, CA | 92553
 Phone: T: 951.656.5699 | [Company.CompanyWebSite]



7213 OLD 215 FRONTAGE RD
MORENO VALLEY, CA 92553
PHONE 951-656-5699

75-450 GERALD FORD DRIVE- SUITE 310
PALM DESERT, CA 92211
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CEASAR QTY 11 F150
Coachella, CA 92236

summary:

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Estimate Number: 2010449026
Estimate Amount: **\$32,078.29**
Payment Terms: Net 30

Description

Details

Item Price Quantity Total Price

Looking forward to doing business with you

Subtotal: \$30,385.55
Sales Tax: \$1,692.74
Total: **\$32,078.29**

Questions?

Contact us using the contact information on the right.

Airwave Communication Ent. | 7213 Old 215 Frontage Road | Moreno Valley, CA | 92553
Phone: T: 951.656.5699 | [Company.CompanyWebSite]



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Department

SUBJECT: Authorize execution of Amendment No. 1 to West Coast Arborist Maintenance Agreement extending their term for one year.

STAFF RECOMMENDATION:

Authorize execution of Amendment No. 1 to the West Coast Arborist Maintenance Agreement extending their term for one year.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for the LLMD Tree Trimming Maintenance Project No. 030619B for the Landscape Lighting and Maintenance Districts (LLMD), which closed on March 6, 2019. The RFP solicited bids for annual tree trimming services for the LLMDs. On March 27, 2019, the City awarded the maintenance agreement to West Coast Arborists Inc. The awarded agreement was a two-year term with an option to renew for one additional one-year term. The original term was July 1, 2020 – June 30, 2021.

Staff is recommending execution of the attached Amendment No. 1 to the awarded maintenance agreement with West Coast Arborist Inc., extending the term through June 30, 2022, and augmenting the compensation to allow for services to be continued through the extended term. The augmented compensation will reflect an additional \$150,000.00 above the originally awarded amount bringing the new not to exceed amount to \$450,000.00.

FISCAL IMPACT:

This item requires appropriation for the full amount of the contract. This item is a regularly budgeted expenditure that will be included in the City's 2021-22 proposed budget. Council appropriates these funds in the City's LLMD Fund (160) for fiscal 2021-22 expenditures, but clarifies that this is not a duplicative appropriation. If this item is approved as an appropriation in the City's 2021-22 adopted budget this appropriation is not in addition to the adopted budget.

Attachment:

Proposed Agreement

**Amendment No. 1 to the Maintenance Services Agreement 030619B
Between the City of Coachella
And
West Coast Arborist Inc.**

1. Parties And Date.

This Amendment No. 1 to the Maintenance Services Agreement ("Amendment No.1") is made and entered into this 24th day of March, 2021 by and between the City of Coachella ("City") and West Coast Arborist Inc., ("Contractor"). City and Contractor are sometimes, individually referred to as "Party" and collectively as "Parties" in this Amendment No.1.

2. Recitals.

2.1 Agreement. City and Contractor entered into that certain Agreement for LLMD Tree Trimming Maintenance Services Agreement Project No. 030619B ("Agreement"), entered into on March 27, 2019.

2.2 Amendment. City and Contractor desire to amend the Agreement for the first time to amend the term and compensation of the Agreement as set forth in this Amendment No. 1.

3. Amendments.

3.1 Term of Agreement. Section 3.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1.3 Term. The term of this Agreement shall be from July 1, 2019 to June 30, 2022, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Compensation. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.3.1. Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total annual compensation shall not exceed **four hundred fifty thousand dollars and no cents (\$450,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect from and after the date of this Amendment No.1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

3.4 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 No.1.

3.5 Counterparts. This Amendment No.1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment, No.1 as of the date first written above.

THE CITY OF COACHELLA

WEST COAST ARBORIST INC.

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

By: _____

Attest:

City Clerk

Approved as to Form:

Carlos Campos, City Attorney



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Investment Report – January 2021

STAFF RECOMMENDATION:

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

EXECUTIVE SUMMARY:

On May 13, 2020, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current “Statement of Investment Policy”.

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

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

The Market values presented for investments managed by fiscal agents are based on amounts reported by the fiscal agent on their investment statements. The purchase date and type of investment are not included for funds held by fiscal agents.

Attached is the Treasurer’s Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned,

payment of interest and payment of principal as of the months ended January 31, 2021. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of January 31, 2021
Fiscal Year 2020-2021

Item 14.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 12/31/2020	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 1/31/2021
CASH ON HAND							
Wells Fargo-General Checking	N/A	7,978,890.03	7,689,625.14	-	-	-	15,668,515.17 ①
Wells Fargo-Road Maintenance SB1	N/A	1,477,727.94	81,327.26	-	-	-	1,559,055.20 ②
Mechanics Bank - Payroll Acct	N/A	8,326.29	24,380.68	-	-	-	32,706.97 ③
Mechanics Bank - AG Summit Acct	N/A	13,562.96	-	-	-	-	13,562.96 ④
Mechanics Bank - Special Gas Tax Acct	N/A	572,885.78	(4.85)	-	-	-	572,880.93 ⑤
Petty Cash	N/A	3,500.00	-	-	-	-	3,500.00 ⑥
Total Cash on Hand		10,054,893.00	7,795,328.23	-	-	-	17,850,221.23
INVESTMENTS							
State of California - LAIF	0.54%	4,778,257.66	-	7,555.04	-	-	4,785,812.70 ⑦
Investment Management Acct	1.69%	20,528,690.09	-	41,936.92	-	-	20,570,627.01 ⑧
Savings Account	0.00%	5,080.09	-	-	-	-	5,080.09 ⑨
County of Riverside-Investment Pool	0.35%	165,687.20	-	18.64	-	-	165,705.84 ⑩
Total Investments		25,477,715.04	-	49,491.96	-	-	25,527,225.64
CASH WITH FISCAL AGENT							
Union Bank of California	varies	25,487.61	148,256.33	0.53	-	-	173,744.47 ⑪
Wells Fargo Bank, N.A.	5.83%	2.46	-	-	-	-	2.46 ⑫
Wilmington Trust, N. A.	0.03%	28,297.47	(20,000.00)	0.43	-	-	8,297.90 ⑬
Total Cash with Fiscal Agent		53,787.54	128,256.33	0.96	-	-	182,044.83 ⑭
Grand Total		35,586,395.58	7,923,584.56	49,492.92	-	-	43,559,491.70

Completed By: Lynn Germain

Reviewed By: Nathan Statham-Finance Director

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of January 31, 2021
 Fiscal Year 2020-2021

Item 14.

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INVESTMENTS							
<u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)</u>							
Successor Agency (#004) 65-33-004	0.46%	2,489.66	-	3.94	-	-	2,493.60
City General Account (#171) 98-33-171	0.46%	2,884,453.83	-	4,560.69	-	-	2,889,014.52
Coachella Sanitary District 70-33-001	0.46%	1,891,189.73	-	2,990.21	-	-	1,894,179.94
		-					
Redevelopment Bonds 11-33-001	0.46%	124.44	-	0.20	-	-	124.64
TOTAL LAIF ACCOUNTS		4,778,257.66	-	7,555.04	-	-	4,785,812.70 ⑦
<u>INVESTMENT MANAGEMENT ACC</u>							
PFM Funds	1.63%	20,528,690.09		31,936.92	-	-	20,560,627.01
TOTAL INVESTMENT MANAGEMENT ACCT		20,528,690.09	-	31,936.92	-	-	20,560,627.01 ⑧
<u>SAVINGS ACCOUNT</u>							
Police Evidence Acct - Wells Fargo	0.0%	5,080.09	-	-	-	-	5,080.09
TOTAL SAVINGS ACCOUNT		5,080.09	-	-	-	-	5,080.09 ⑨
<u>COUNTY INVESTMENT POOL</u>							
County Of Riverside - Fire	0.34%	165,679.69		26.15	-	-	165,705.84
County Of Riverside - Sanitary	0.34%	7.51		-	-	-	7.51
TOTAL COUNTY INVESTMENT POOL		165,687.20	-	26.15	-	-	165,713.35 ⑩
TOTAL INVESTMENTS		25,477,715.04	-	39,518.11	-	-	25,517,233.15

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of January 31, 2021
 Fiscal Year 2020-2021

Item 14.

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CASH WITH FISCAL AGENT							
UNION BANK OF CALIFORNIA							
COACHELLA WATER AUTHORITY							
CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES							
A/C #: 6712016201 Bond Fund	0.00%	32.17	(31.17)	-	-	-	1.00
A/C #: 6712016202 Interest Account	0.03%	-	148,287.50	-	-	-	148,287.50
A/C #: 6712016203 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712016204 Reserve Fund	0.00%	1.00	-	-	-	-	1.00
COACHELLA FINANCING AUTHORITY							
Successor Agency to the Coachella Redevelopments Agency 2014 Series							
A/C #: 6712104701 Debt Service Fund	0.00%	3.75	-	-	-	-	3.75
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	1.00	-	-	-	-	1.00
COACHELLA SANITARY DISTRICT							
WASTEWATER SERIES 2015A							
A/C #: 6712148601 Bond Fund	0.00%	1.21	-	-	-	-	1.21
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	1.00	-	-	-	-	1.00
A/C #: 6712148605 Redemption Fund	0.00%	-	-	-	-	-	-
COACHELLA SANITARY DISTRICT: PROJECT FUND 2011							
A/C #: 6711963500 Project Fund 2011	0.03%	25,266.74	-	0.53	-	-	25,267.27

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
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COACHELLA SUCCESSOR AGENCY							
<u>MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013</u>							
A/C #: 6712071401 Interest Account	0.00%	3.40	-	-	-	-	3.40
A/C #: 6712071402 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.00%	1.00	-	-	-	-	1.00
<u>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B</u>							
A/C #: 6712160601 Debt Service	0.11%	10.85	-	-	-	-	10.85
A/C #: 6712160602 Interest Account	0.11%	-	-	-	-	-	-
A/C #: 6712160604 Principal Account	0.11%	-	-	-	-	-	-
A/C #: 6712160604 Reserve Account	0.11%	1.00	-	-	-	-	1.00
<u>COACHELLA LEASE BONDS 2016</u>							
A/C #: 6712179801 Interest Account	0.00%	3.08	-	-	-	-	3.08
A/C #: 6712179802 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712179803 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.00%	1.00	-	-	-	-	1.00
A/C #: 6712179805 Project Fund	0.00%	160.41	-	-	-	-	160.41
TOTAL UNION BANK OF CALIFORNIA		25,487.61	148,256.33	0.53	-	-	173,744.47
WELLS FARGO BANK, N.A.							
<u>GAS TAX BONDS SERIES 2019</u>							
A/C #: 83925300 Debt Service Fund	0.00%	2.18	-	-	-	-	2.18
A/C #: 83925301 Interest Account	0.00%	0.02	-	-	-	-	0.02
A/C #: 83925302 Principal Account	0.00%	0.26	-	-	-	-	0.26
A/C #: 83925304 Reserve Fund	0.00%	-	-	-	-	-	-
A/C #: 83925305 Cost of Issuance Fund	0.00%	-	-	-	-	-	-
TOTAL WELLS FARGO BANK, N.A.		2.46	-	-	-	-	2.46

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CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of January 31, 2021
 Fiscal Year 2020-2021

Item 14.

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WILMINGTON TRUST, N. A.							
<u>CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS</u>							
A/C #: 144613-000 Revenue Fund	0.00%	-	-	-	-	-	-
A/C #: 144613-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 144613-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 144613-003 Cost of Issuance	0.03%	28,297.47	-	0.43	(20,000.00)	-	8,297.90
A/C #: 144613-004 Unfunded Liability	0.00%	-	-	-	-	-	-
TOTAL WILMINGTON TRUST BANK, N.A.		28,297.47	-	0.43	(20,000.00)	-	8,297.90
TOTAL CASH WITH FISCAL AGENT		53,787.54	148,256.33	0.96	(20,000.00)	-	182,044.83

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Managed Account Detail of Securities Held

For the Month Ending **January 31, 2021**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	25,000.00	AA+	Aaa	10/02/18	10/04/18	23,806.64	2.93	1.21	24,449.39	25,812.50
US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	520,000.00	AA+	Aaa	07/02/18	07/05/18	491,968.75	2.74	3,318.23	507,510.50	534,706.22
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828Q29	185,000.00	AA+	Aaa	02/08/19	02/12/19	178,185.35	2.44	945.33	181,439.03	190,463.27
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	140,000.00	AA+	Aaa	04/02/19	04/04/19	134,071.88	2.28	4.83	136,583.54	143,850.00
US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023	912828WE6	355,000.00	AA+	Aaa	03/06/19	03/08/19	358,591.60	2.52	2,103.52	357,132.32	380,571.08
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	460,000.00	AA+	Aaa	01/07/19	01/09/19	451,770.31	2.52	1,691.83	455,244.66	485,515.65
US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	9128285U0	70,000.00	AA+	Aaa	01/30/19	01/31/19	70,207.81	2.56	162.43	70,123.07	74,987.50
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	655,000.00	AA+	Aaa	06/03/19	06/05/19	657,967.97	1.90	3,365.47	656,962.08	692,867.19
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024	9128282N9	125,000.00	AA+	Aaa	08/01/19	08/05/19	126,933.59	1.80	7.34	126,354.15	133,242.19
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	450,000.00	AA+	Aaa	09/03/19	09/05/19	461,724.61	1.33	3,589.43	458,410.57	476,156.25
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	295,000.00	AA+	Aaa	10/01/19	10/03/19	303,815.43	1.50	2,135.51	301,461.75	315,004.69
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	250,000.00	AA+	Aaa	01/11/21	01/12/21	261,064.45	0.33	963.40	260,905.02	261,484.38
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	9128283J7	425,000.00	AA+	Aaa	01/03/20	01/07/20	434,844.73	1.63	1,563.10	432,693.09	454,882.81
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	9128283J7	580,000.00	AA+	Aaa	12/02/19	12/04/19	591,917.19	1.69	2,133.17	589,138.91	620,781.25



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For the Month Ending **January 31, 2021**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025	912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	1,201.09	135,875.42	138,876.56
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	116.02	347,890.70	349,179.67
Security Type Sub-Total		5,015,000.00					5,031,943.36	1.81	23,301.91	5,042,174.20	5,278,381.21
Supra-National Agency Bond / Note											
INTER-AMERICAN DEVELOPMENT BANK NOTE DTD 04/19/2018 2.625% 04/19/2021	4581X0DB1	225,000.00	AAA	Aaa	04/12/18	04/19/18	224,505.00	2.70	1,673.44	224,965.22	226,187.10
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021	459058GH0	270,000.00	AAA	Aaa	07/18/18	07/25/18	269,368.20	2.83	165.00	269,900.67	273,336.93
INTL BK RECON & DEVELOP CORPORATE NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Aaa	11/17/20	11/24/20	149,677.50	0.32	69.79	149,697.82	150,128.85
Security Type Sub-Total		645,000.00					643,550.70	2.21	1,908.23	644,563.71	649,652.88
Municipal Bond / Note											
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	1,520.00	192,569.85	201,350.60
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	282.50	200,000.00	201,308.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	161.31	135,000.00	135,683.10
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	41.93	40,260.49	41,137.60
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	115.32	110,000.00	113,128.40



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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	139.14	80,000.00	80,328.80
NJ TPK AUTH -B-TXBL MUNICIPAL BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	A+	A2	01/22/21	02/04/21	40,000.00	1.05	0.00	40,000.00	40,403.60
Security Type Sub-Total		795,000.00					799,084.70	1.06	2,260.20	797,830.34	813,340.10
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	17,105.76	AA+	Aaa	04/11/18	04/30/18	17,446.01	2.93	50.75	17,164.89	17,140.33
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	170,000.00	AA+	Aaa	05/16/19	05/21/19	171,062.50	2.54	395.39	170,371.21	172,002.76
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	100,000.00	AA+	Aaa	04/02/19	04/05/19	100,250.00	2.63	226.33	100,105.16	101,705.96
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	100,000.00	AA+	Aaa	04/04/18	04/09/18	100,851.56	2.88	257.50	100,295.21	102,673.86
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	100,000.00	AA+	Aaa	09/04/19	09/09/19	101,476.56	1.78	192.25	100,762.73	102,041.40
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	121,342.16	AA+	Aaa	12/13/19	12/18/19	127,238.63	2.14	338.34	125,659.84	130,990.82
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	AA+	Aaa	03/19/20	03/25/20	115,448.44	1.95	280.68	114,452.32	120,062.03
Security Type Sub-Total		718,447.92					733,773.70	2.34	1,741.24	728,811.36	746,617.16
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	465,000.00	AA+	Aaa	06/27/17	06/29/17	464,930.25	1.88	2,809.38	464,982.85	474,716.18
FREDDIE MAC NOTES (CALLABLE) DTD 08/06/2020 0.300% 02/06/2023	3134GWLD6	465,000.00	AA+	Aaa	08/03/20	08/06/20	465,000.00	0.30	678.13	465,000.00	465,389.21



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G0403	305,000.00	AA+	Aaa	05/20/20	05/22/20	304,081.95	0.35	146.15	304,295.74	305,707.30
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	500,000.00	AA+	Aaa	01/07/19	01/09/19	503,510.00	2.58	1,604.17	501,878.35	530,924.00
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	275,000.00	AA+	Aaa	06/24/20	06/26/20	274,197.00	0.35	66.84	274,358.33	275,663.85
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	390,000.00	AA+	Aaa	07/08/20	07/10/20	389,161.50	0.32	56.88	389,319.25	390,873.21
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	185,000.00	AA+	Aaa	08/19/20	08/21/20	184,811.30	0.28	205.55	184,839.48	185,434.94
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	330,000.00	AA+	Aaa	12/03/18	12/06/18	329,333.40	2.92	3,663.23	329,635.11	353,288.10
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	250,000.00	AA+	Aaa	10/07/20	10/09/20	249,575.00	0.31	225.69	249,620.38	250,155.75
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	170,000.00	AA+	Aaa	12/02/20	12/04/20	169,831.70	0.28	67.29	169,840.77	170,250.07
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	944.06	193,286.71	207,162.51
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	297.22	199,166.26	201,066.80
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	446.88	259,547.50	262,755.22
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	618.75	361,593.92	363,814.92
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	262.50	199,478.39	200,380.80
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	106.94	175,177.96	175,743.75



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	137.50	225,982.07	225,956.25
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	186.39	304,447.22	306,296.25
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	19.27	184,176.18	184,697.34
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	312.81	194,166.45	194,410.32
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	673.75	417,858.89	418,729.92
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEU3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	374.06	284,202.82	284,123.63
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	202.99	184,367.16	185,331.34
Security Type Sub-Total		6,520,000.00					6,519,746.64	0.92	14,106.43	6,517,221.79	6,612,871.66
Corporate Note											
BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 02/19/2016 2.500% 04/15/2021	06406FAA1	200,000.00	A	A1	09/05/17	09/07/17	203,460.00	2.00	1,472.22	200,113.09	200,495.60
BANK OF AMERICA CORP NOTE DTD 04/19/2016 2.625% 04/19/2021	06051GFW4	30,000.00	A-	A2	11/01/17	11/03/17	30,224.70	2.40	223.13	30,013.70	30,150.42
GOLDMAN SACHS GROUP CORP NOTES DTD 07/27/2011 5.250% 07/27/2021	38141GG01	160,000.00	BBB+	A2	11/03/17	11/07/17	175,342.40	2.53	93.33	161,988.41	163,799.68
CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	180,000.00	BBB+	A3	11/20/17	11/22/17	181,229.40	2.72	768.50	180,237.89	183,591.54
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022	459200JO5	400,000.00	A	A2	02/01/17	02/03/17	400,840.00	2.45	111.11	400,166.25	409,118.00



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022	037833CM0	440,000.00	AA+	Aa1	01/07/19	01/09/19	433,470.40	3.01	5,255.56	437,838.92	449,436.24
BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1	185,000.00	A-	A3	04/03/18	04/05/18	181,564.55	3.25	1,695.83	184,000.25	189,866.98
UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022	911312AO9	275,000.00	A-	A2	03/01/18	03/05/18	268,545.75	3.00	2,245.83	272,655.46	284,819.98
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A	A2	01/22/20	02/03/20	99,863.00	1.75	850.00	99,908.58	102,803.20
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A2	04/02/19	04/04/19	263,146.00	2.69	2,897.56	261,962.27	279,931.86
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	655.50	366,571.15	388,617.12
JPMORGAN CHASE & CO CORPORATE NOTES DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00	A-	A2	09/09/20	09/16/20	115,000.00	0.65	281.61	115,000.00	115,700.47
BANK OF AMERICA CORP CORPORATE NOTES DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	A-	A2	10/16/20	10/21/20	150,000.00	0.81	337.51	150,000.00	150,542.25
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	504.00	60,500.85	62,559.00
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	756.00	90,751.28	93,838.50
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	2,394.83	303,854.35	307,804.48
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 07/15/2020 3.875% 08/15/2025	110122DC9	135,000.00	A+	A2	10/01/20	10/05/20	154,132.20	0.89	2,412.19	152,779.42	152,689.73



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		3,435,000.00					3,485,024.45	2.21	22,954.71	3,468,341.87	3,565,765.05
Certificate of Deposit											
MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021	55379WZT6	185,000.00	A-1	P-1	02/27/19	02/28/19	185,000.00	2.94	5,204.51	185,000.00	185,422.91
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	250,000.00	A-1	P-1	04/03/19	04/04/19	250,000.00	2.83	5,915.49	250,000.00	251,152.75
CREDIT SUISSE NEW YORK CERT DEPOS DTD 08/07/2020 0.520% 02/01/2022	22549L6F7	155,000.00	A+	Aa3	08/05/20	08/07/20	155,000.00	0.52	398.52	155,000.00	155,274.20
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	190,000.00	A	A1	02/14/20	02/19/20	190,000.00	1.80	1,586.50	190,000.00	192,781.60
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	155,000.00	A	A1	07/10/20	07/14/20	155,000.00	0.70	72.33	155,000.00	155,658.44
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	280,000.00	AA-	Aa3	08/27/19	08/29/19	280,000.00	1.84	2,287.83	280,000.00	287,306.32
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	295,000.00	A+	Aa2	08/29/19	09/03/19	295,000.00	1.85	2,423.43	295,000.00	302,743.75
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	145,000.00	AA-	Aa2	12/05/19	12/06/19	145,000.00	2.03	501.22	145,000.00	149,920.14
Security Type Sub-Total		1,655,000.00					1,655,000.00	1.90	18,389.83	1,655,000.00	1,680,260.11
Asset-Backed Security											
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	87,304.45	AAA	NR	02/19/19	02/27/19	87,302.11	2.83	89.22	87,303.22	88,752.05
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	70,918.39	AAA	NR	04/03/19	04/10/19	70,909.05	2.66	83.84	70,913.11	71,951.98
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	100,000.00	NR	Aaa	05/21/19	05/29/19	99,996.27	2.52	70.00	99,997.81	101,757.95
TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	128,634.70	AAA	Aaa	02/05/19	02/13/19	128,611.26	2.91	166.37	128,621.71	130,807.43



Managed Account Detail of Securities Held

For the Month Ending **January 31, 2021**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)												
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security												
ALLYA 2019-1 A3	DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	50,436.67	NR	Aaa	02/05/19	02/13/19	50,430.58	2.91	65.23	50,433.19	51,249.23
NAROT 2019-A A3	DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	104,762.83	NR	Aaa	02/05/19	02/13/19	104,746.96	2.90	135.03	104,753.65	106,596.84
COPAR 2019-1 A3	DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	97,365.69	AAA	Aaa	05/21/19	05/30/19	97,345.96	2.51	108.62	97,353.38	98,893.69
NAROT 2019-B A3	DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	105,000.00	NR	Aaa	05/21/19	05/28/19	104,976.26	2.51	116.67	104,985.21	106,843.75
HAROT 2020-1 A3	DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	105,000.00	NR	Aaa	02/19/20	02/26/20	104,979.42	1.61	46.96	104,984.05	107,284.82
TAOT 2020-A A3	DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	140,000.00	AAA	Aaa	02/04/20	02/12/20	139,989.89	1.66	103.29	139,992.20	142,715.13
CARMX 2020-1 A3	DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	AAA	NR	01/14/20	01/22/20	99,980.38	1.89	84.00	99,984.50	102,551.04
CARMX 2021-1 A3	DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	AAA	NR	01/20/21	01/27/21	29,994.07	0.34	1.13	29,994.09	30,016.28
Security Type Sub-Total			1,119,422.73					1,119,262.21	2.34	1,070.36	1,119,316.12	1,139,420.19
Managed Account Sub-Total			19,902,870.65					19,987,385.76	1.63	85,732.91	19,973,259.39	20,486,308.36
Money Market Mutual Fund												
PFM Funds - Govt Select, Instl Cl			84,318.65	AAA	NR			84,318.65		0.00	84,318.65	84,318.65
Money Market Sub-Total			84,318.65					84,318.65		0.00	84,318.65	84,318.65
Securities Sub-Total			\$19,987,189.30					\$20,071,704.41	1.63%	\$85,732.91	\$20,057,578.04	\$20,570,627.01
Accrued Interest											\$85,732.91	
Total Investments											\$20,656,359.92	

pfm FUNDS

Managed Account Security Transactions & Interest

For the Month Ending January 31, 2021

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	01/11/21	01/12/21	US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	250,000.00	(261,064.45)	(756.22)	(261,820.67)			
	01/11/21	01/12/21	US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	(347,867.19)	(43.51)	(347,910.70)			
	01/20/21	01/27/21	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	(29,994.07)	0.00	(29,994.07)			
	01/22/21	02/04/21	NJ TPK AUTH -B-TXBL MUNICIPAL BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	(40,000.00)	0.00	(40,000.00)			
Transaction Type Sub-Total					670,000.00	(678,925.71)	(799.73)	(679,725.44)			
INTEREST											
	01/01/21	01/01/21	FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	150,000.00	0.00	550.38	550.38			
	01/01/21	01/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	128,636.82	0.00	537.15	537.15			
	01/01/21	01/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	43,649.89	0.00	129.49	129.49			
	01/01/21	01/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	100,000.00	0.00	192.25	192.25			
	01/01/21	01/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	170,000.00	0.00	395.39	395.39			
	01/01/21	01/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	100,000.00	0.00	226.33	226.33			
	01/01/21	01/25/21	FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	0.00	280.68	280.68			
	01/01/21	01/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	100,000.00	0.00	257.50	257.50			
	01/08/21	01/08/21	SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKJ2	155,000.00	0.00	536.47	536.47			

pfm FUNDS

Managed Account Security Transactions & Interest

For the Month Ending January 31, 2021

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
01/08/21	01/08/21	WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	0.00	5,130.00	5,130.00			
01/10/21	01/10/21	FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	390,000.00	0.00	487.50	487.50			
01/11/21	01/11/21	FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	200,000.00	0.00	2,625.00	2,625.00			
01/15/21	01/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	100,000.00	0.00	209.17	209.17			
01/15/21	01/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	54,425.55	0.00	131.98	131.98			
01/15/21	01/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	112,377.80	0.00	271.58	271.58			
01/15/21	01/15/21	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	140,000.00	0.00	193.67	193.67			
01/15/21	01/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	0.00	157.50	157.50			
01/15/21	01/15/21	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	105,000.00	0.00	218.75	218.75			
01/15/21	01/15/21	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	138,254.80	0.00	335.27	335.27			
01/15/21	01/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	76,803.45	0.00	170.25	170.25			
01/18/21	01/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	94,421.06	0.00	222.68	222.68			
01/21/21	01/21/21	FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	0.00	343.02	343.02			
01/21/21	01/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	100,000.00	0.00	210.00	210.00			
01/21/21	01/21/21	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	105,000.00	0.00	140.88	140.88			
01/23/21	01/23/21	INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021	459058GH0	270,000.00	0.00	3,712.50	3,712.50			

pfm FUNDS

Managed Account Security Transactions & Interest

For the Month Ending January 31, 2021

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	01/27/21	01/27/21	IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022	459200J05	400,000.00	0.00	5,000.00	5,000.00			
	01/27/21	01/27/21	GOLDMAN SACHS GROUP CORP NOTES DTD 07/27/2011 5.250% 07/27/2021	38141GGO1	160,000.00	0.00	4,200.00	4,200.00			
	01/31/21	01/31/21	US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	25,000.00	0.00	218.75	218.75			
	01/31/21	01/31/21	US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	140,000.00	0.00	875.00	875.00			
	01/31/21	01/31/21	US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024	912828N9	125,000.00	0.00	1,328.13	1,328.13			
Transaction Type Sub-Total					4,438,569.37	0.00	29,287.27	29,287.27			
PAYDOWNS											
	01/01/21	01/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	26,544.13	26,544.13	0.00	26,544.13	(527.99)	0.00	
	01/01/21	01/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	7,294.66	7,294.66	0.00	7,294.66	(354.48)	0.00	
	01/15/21	01/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	7,614.97	7,614.97	0.00	7,614.97	1.15	0.00	
	01/15/21	01/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	5,885.06	5,885.06	0.00	5,885.06	0.77	0.00	
	01/15/21	01/15/21	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	9,620.10	9,620.10	0.00	9,620.10	1.75	0.00	
	01/15/21	01/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	3,988.88	3,988.88	0.00	3,988.88	0.48	0.00	
	01/15/21	01/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	2,634.31	2,634.31	0.00	2,634.31	0.53	0.00	
	01/18/21	01/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	7,116.61	7,116.61	0.00	7,116.61	0.19	0.00	
Transaction Type Sub-Total					70,698.72	70,698.72	0.00	70,698.72	(877.60)	0.00	
SELL											



Managed Account Security Transactions & Interest

For the Month Ending **January 31, 2021**

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

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
SELL										
01/11/21	01/12/21	FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	200,000.00	205,022.00	14.58	205,036.58	5,166.00	5,069.82	FIFO
01/11/21	01/12/21	FANNIE MAE NOTES DTD 10/18/2019 1.625% 10/15/2024	3135G0W66	250,000.00	262,462.50	981.77	263,444.27	13,340.00	13,124.36	FIFO
Transaction Type Sub-Total				450,000.00	467,484.50	996.35	468,480.85	18,506.00	18,194.18	
Managed Account Sub-Total					(140,742.49)	29,483.89	(111,258.60)	17,628.40	18,194.18	
Total Security Transactions					(\$140,742.49)	\$29,483.89	(\$111,258.60)	\$17,628.40	\$18,194.18	

Bolded items are forward settling trades.



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Authorization To Close The Coachella Fire Protection District's Unused County Of Riverside Investment Account

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors adopt resolution FD-2021-01 authorizing the closure of the District's investment account held with the County of Riverside Investment Pool and transfer the account balance to the District's pooled investment account with the City of Coachella.

BACKGROUND:

The District currently maintains an investment account with the County of Riverside in the County's Investment Pool. This account was initially needed for County tax apportionment deposits. Currently District tax apportionments are deposited into the District's pooled investment balance with the City, so this account is no longer necessary or in use.

Maintaining this unnecessary and unused account is adding to administrative time spent on the District's investment reporting and reconciliations. Funds in this account are not readily accessible and investment earnings are lower than those of the City's investment pool.

FISCAL IMPACT:

There is no fiscal impact as part of this action since the account balances being transferred will not change as a result of this action.

EXHIBITS:

1. Exhibit A – Statement of Account for fund 51070 Titled Coachella Fire Protection

RESOLUTION NO. FD-2021-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA FIRE PROTECTION DISTRICT, COACHELLA, CALIFORNIA TO CLOSE INVESTMENT FUND 51070 WITH THE COUNTY OF RIVERSIDE AND DISTRIBUTE THE INVESTMENT BALANCE TO THE DISTRICT’S CITY OF COACHELLA POOLED CASH ACCOUNT

WHEREAS, the Board of Directors of the Coachella Fire Protection District (hereafter “Board” and “District” respectively) want to streamline the District’s investments and administrative processes; and

WHEREAS, District investments are held in the Riverside County Investment Pool in fund 51070 in the amount of \$165,705.84 (Exhibit A); and

WHEREAS, fund 51070 is no longer needed for District investment objectives or cash management activities; and

WHEREAS, having unused investment accounts requires unnecessary administrative costs.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE COACHELLA FIRE PROTECTION DISTRICT HEREBY RESOLVES AS FOLLOWS:

SECTION 1 - That fund 51070 titled Coachella Sanitary Debt be closed and all remaining funds be transferred to the City of Coachella for inclusion in the District’s City investment pool cash balances.

PASSED, APPROVED and ADOPTED this 24th day of March, 2021.

Steven A Hernandez
Chairman

ATTEST:

Angela M. Zepeda
Secretary

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. FD-2021-01 was adopted by the Board of Directors of the Coachella Fire Protection District at a regular meeting thereof, held on the 24th day of March, 2021 by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J Carranza, MMC
Deputy City Clerk

Report ID: RVGLA621

PeopleSoft
BALANCE SHEET
For Governmental Funds
Final
For Fiscal Year 2021
As Of January 31, 2021

Page No. 895
Run Date 02/08/2021
Run Time 16:23:46

Item 15.

Bus. Unit: RIVCO -- COUNTY OF RIVERSIDE
Fund: 51070 -- Coachella Fire Protection

	Current Period	Fiscal Year To Date
ASSETS		
101100 - Cash	26.15	165,705.84
105300 - Fair Market Value-GASB31(CAFR)	0.00	0.00
116100 - Interest Receivable	0.00	0.00
TOTAL ASSETS	26.15	165,705.84 *
LIABILITIES & FUND BALANCES		

TOTAL LIABILITIES		0.00
308100 - General Reserve	0.00	0.00
313500 - Net Assets, Pool Participants	0.00	-354,927.97
325100 - Unreserved Fund Balance	0.00	188,889.64
370100 - Unassigned Fund Balance	-26.15	332.49
800005 - Cash Beg Balance Offset	0.00	0.00
TOTAL FUND BALANCES		----- -165,705.84
TOTAL LIABILITIES & FUND BALANCES	-26.15	----- -165,705.84 *



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Authorization To Close The Coachella Sanitary District's Unused County Of Riverside Investment Account

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors adopt resolution SD-2021-01 authorizing the closure of the District's investment account held with the County of Riverside Investment Pool and transfer of the account balance to the District's pooled investment account with the City of Coachella.

BACKGROUND:

The District currently maintains an investment account with the County of Riverside in the County's Investment Pool. This account was initially needed for County tax apportionment deposits. Currently, District tax apportionments are deposited into the District's pooled investment balance with the City, so this account is no longer necessary or in use.

Maintaining this unnecessary and unused account is adding to administrative time spent on the District's investment reporting and reconciliations. Funds in this account are not readily accessible and investment earnings are lower than those of the City's investment pool.

FISCAL IMPACT:

There is no fiscal impact as part of this action since the account balances being transferred will not change as a result of this action.

EXHIBITS:

1. Exhibit A – Statement of Account for fund 51075 titled Coachella Sanitary Debt

RESOLUTION NO. SD-2021-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA SANITARY DISTRICT, COACHELLA, CALIFORNIA TO CLOSE INVESTMENT FUND 51075 WITH THE COUNTY OF RIVERSIDE AND DISTRIBUTE THE INVESTMENT BALANCE TO THE DISTRICT’S CITY OF COACHELLA POOLED CASH ACCOUNT

WHEREAS, the Board of Directors of the Coachella Sanitary District (hereafter “Board” and “District” respectively) want to streamline the District’s investments and administrative processes; and

WHEREAS, District investments are held in Riverside County Pool in fund 51075 in the amount of \$7.51 (Exhibit A); and

WHEREAS, fund 51075 is no longer needed for District investment objectives or cash management activities; and

WHEREAS, having unused investment accounts requires unnecessary administrative costs.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE COACHELLA SANITARY DISTRICT HEREBY RESOLVES AS FOLLOWS:

SECTION 1 - That fund 51075 titled Coachella Sanitary Debt be closed and all remaining funds be transferred to the City of Coachella for inclusion in the District’s City investment pool cash balances.

PASSED, APPROVED and ADOPTED this 24th day of March, 2021.

Steven A. Hernandez
President

ATTEST:

Angela M. Zepeda
Secretary

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. SD-2021-01 was duly adopted by the Board of Directors of the Coachella Sanitary District at a regular meeting thereof, held on the 24th day of March, 2021 by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

PeopleSoft
 BALANCE SHEET
 For Governmental Funds
 Final
 For Fiscal Year 2021
 As Of January 31, 2021

Bus. Unit: RIVCO -- COUNTY OF RIVERSIDE
 Fund: 51075 -- Coachella Sanitary Debt

	Current Period	Fiscal Year To Date
ASSETS		
101100 - Cash	0.00	7.51
105300 - Fair Market Value-GASB31(CAFR)	0.00	0.00
116100 - Interest Receivable	0.00	0.00
TOTAL ASSETS	0.00	7.51 *
LIABILITIES & FUND BALANCES		
TOTAL LIABILITIES		0.00
301400 - Res Adv To Enterprise Fund	0.00	0.00
308100 - General Reserve	0.00	0.00
313500 - Net Assets, Pool Participants	0.00	-7.53
325100 - Unreserved Fund Balance	0.00	0.00
370100 - Unassigned Fund Balance	0.00	0.02
800005 - Cash Beg Balance Offset	0.00	0.00
TOTAL FUND BALANCES		-7.51
TOTAL LIABILITIES & FUND BALANCES	0.00	-7.51 *



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve execution of Amendment No. 1 and Amendment No. 2 to Vintage Landscape to allow for desertscape improvements at city facilities.

STAFF RECOMMENDATION:

Approve execution of Amendment No. 1 and Amendment No. 2 to Vintage Landscape to allow for desertscape improvements at city facilities.

EXECUTIVE SUMMARY:

Coachella Water Authority (CWA) has available Proposition 1 Round 1 funding for turf replacement projects. In collaboration with CWA city staff have identified various city park/facilities locations that would benefit from these available grant funds. Turf removal at Bagdouma Park (west side behind baseball fields) and turf area in front of old city library will decrease utility and maintenance costs. Total turf area recommended for removal at the Bagdouma Park location is 30,000 square feet and total turf area at the old city library is 4,233 square feet. The available grant funding will provide \$5.00 per square foot to convert the turf areas to a more desert friendly landscape design.

Staff is requesting approval to amend the compensation in two existing landscape maintenance agreements with Vintage Landscape to complete these improvements: 1) the Bagdouma Park Project Agreement by \$150,000 and 2) the City Parks and Office Facilities Project Agreement by \$21,165. Amending the increased compensation of these two agreements will allow for the removal of three-fourths an acre of turf at city facilities and replacement with desertscape landscape design and drought tolerant plant material; these improvements are grant funded.

FISCAL IMPACT:

The funds identified for this work will be reimbursed by allocated Proposition 1 Round 1 grant funds. Council appropriates \$171,165 in the City's Water Fund (178) and amends budgeted revenue to reflect the grant reimbursement.

Attachments:

Proposed Amendment No. 1 & No. 2

**Amendment No. 1 to the Maintenance Services Agreement
Between the City of Coachella
and
Vintage Landscape Project No. 070720**

1. Parties And Date.

This Amendment No. 1 to the Maintenance Services Agreement ("Amendment No.1") is made and entered into this 24th day of March, 2021 by and between the City of Coachella ("City") and Vintage Landscape, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.1.

2. Recitals.

2.1 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for Bagdouma Park ("Agreement"), entered into on July 22, 2020.

2.2 Amendment. City and Contractor desire to amend the Agreement for the first time to amend the term of the Agreement as set forth in this Amendment No. 1.

3. Amendments.

3.1. Compensation. Section 3.3.1, of the Agreement is hereby deleted in its entirety and replaced with the following:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **four hundred forty six thousand seven hundred dollars and zero cents (\$446,700.00) without written approval of City's City Council.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Exhibit C. Exhibit C is hereby deleted and replaced with a revised Exhibit C attached hereto.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

3.4 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 No.1.

3.5 Counterparts. This Amendment No.1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.No.1 as of the date first written above.

THE CITY OF COACHELLA

VINTAGE LANDSCAPE

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

By:_____

Attest:

City Clerk

Approved as to Form:

Carlos Campos, City Attorney

EXHIBIT "C"

COMPENSATION

- Total Per Month = \$10,750.00
- Total Annually (2020/2021) Not To Exceed - \$129,000 + 15% (\$19,350) + \$150,000 (one time turf project) = \$298,350
- Total Annually (2021/2022) Not To Exceed - \$129,000 + 15% (\$19,350) + \$150,000 (one time turf project) = \$148,350
- Total Term Not to Exceed – \$258,000 + 15% (\$37,980) + \$150,000 (one time turf project) = \$446,700

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A. Prices for Emergency Work, Extra Work, Vandalism Repair. See also: General Terms & Conditions – Protection of Conditions –Property. Specific Terms & and Tree Maintenance; Turfgrass Maintenance; Extras Work.

UNIT PRICES

1.	1 gal. shrub/vine/ground cover in place	@	\$ 10	ea
2.	5 gal. shrub/vine/ground cover in place	@	\$ 28-\$32	ea
3.	5 gal. tree in place (stakes incl)	@	\$ n/a	ea
4.	15 gal. tree in place (stakes incl)	@	\$ 145	ea
5.	24" box tree in place (stakes incl)	@	\$ 395	ea
6.	36" box tree in place (guy wires incl)	@	\$ +950 depending on the species	ea
7.	Flat of ground cover in place	@	\$ 32-\$38	ea
8.	Planter bed decomposed granite	@	\$ 125	/cu. yd
9.	Playground wood chips in place	@	\$ 1,500	/cu. yd

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

B. Prices for Emergency Work, Extra Work, Vandalism Repair. See also: **General Terms & Conditions – Protection of Property, Specific Terms & Conditions – Tree Maintenance; Turfgrass Maintenance; and Extra Work.**

TIME & MATERIAL PRICES

- 1. Extra Work Labor (Emergency Response Service @ \$25/man hr.) @ \$ 28 /man hr.
- 2. Extra Work Supervision (Emergency Response Service @ \$25/man hr.) @ \$ 60 /man hr.
- 3. Extra Work Irrigation Technician (Emergency Response Service @ \$25/man hr.) @ \$ 35 /man hr.
- 4. Extra Work Materials See Specific Terms & Conditions-Extra Work. @ Cost + 15%
- 5. Extra Work – Tree Trimming @ \$ 80 /man hr.
Or \$ to be determined /per tree

C. Unit prices for Additions/Deletions To City Park Areas, per **General Terms & Conditions-ADDITIONS/DELETIONS TO BAGDOUMA PARK AREAS**

- 1. Additional parkway areas, planters (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$.05 /sq. ft./mo.
- 2. Additional parkway areas, turf (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$.05 /sq. ft./mo.
- 3. Additional retention basins/open space areas, planters (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$.05 /sq. ft./mo.
- 4. Additional sport turf areas (trees to 15-ft. height, shrubs, ground cover included, as applicable). \$ 750 /acre./mo.
- 5. Remove and replace concrete curb and gutter per City Standard #S-7. \$ 10.00 /lf.
- 6. Remove and replace concrete sidewalk per City Standard #S-25. \$ 6.00 /sq. ft.

**Amendment No. 2 to the Maintenance Services Agreement #030619C
Between the City of Coachella
and
Vintage Landscape**

1. Parties And Date.

This Amendment No. 2 to the Maintenance Services Agreement ("Amendment No.2") is made and entered into this 24th day of March, 2021 by and between the City of Coachella ("City") and Vintage Landscape, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.2.

2. Recitals.

2.1 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for City Parks and Office Facilities Project #030619C ("Agreement"), entered into on March 27, 2019 and amended for the first time on May 8, 2019 ("Amendment No.1").

2.2 Amendment. City and Contractor desire to amend the Agreement for the second time to amend the compensation of the Agreement as set forth in this Amendment No. 2.

3. Amendments.

3.1 Compensation. Section 3.3.1, of the Agreement is hereby deleted in its entirety and replaced with the following:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **three hundred twenty thousand two hundred seventeen dollars and no cents (\$320,217.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Exhibit C. Exhibit C is hereby deleted and replaced with a revised Exhibit C attached hereto.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.2.

3.4 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 No.2.

3.5 Counterparts. This Amendment No.2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.No.2 as of the date first written above.

THE CITY OF COACHELLA

VINTAGE LANDSCAPE

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

By: _____

Attest:

City Clerk

Approved as to Form:

Carlos Campos, City Attorney

EXHIBIT "C"
COMPENSATION

Item By Location	MONTHLY AMOUNT	TOTAL ANNUAL AMOUNT	TOTAL TERM AMOUNT
Veterans Park	\$ 1,047	\$ 12,558	\$ 25,116
Dateland Park	1,308	15,695	31,389
Ave 53 Tot Lot Park	524	6,285	12,571
Library Park	1,653	19,835	39,670
Sierra Vista Park	780	9,360	18,719
Rancho De Oro Park	1,047	12,558	25,116
Shady Lane Park	651	7,810	15,620
Fire Station 79	195	2,343	4,686
Coachella Chamber	392	4,698	9,397
Senior Center	327	3,930	7,860
6 th /Cesar Chavez Park	852	10,228	20,455

- Total Per Month = \$8,775.00
- Total Annually - \$105,300.00
- Total Term NTE Amount - \$210,600.00 + 15% Contingency + \$56,862.00 (one time Civic Center landscape project) + \$21,165.00 (one time turf project at Senior Center location) = \$320,217.00
- Any additional work requested will be as provided by the Contractor in the response to the proposal.



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Resolution No. 2021-17 Initiating the Preparation of the Engineer's Report and declaring Intention to Levy and Collect Assessments for Fiscal Year 2021/2022 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38.

STAFF RECOMMENDATION:

Approve the Resolution No. 2021-17 Initiating the Preparation of the Engineer's Report and declaring Intention to Levy and Collect Assessments for Fiscal Year 2021/2022 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38.

BACKGROUND:

As per Section 22624 of the Streets and Highway Code, adoption of the resolution Initiating Preparation of an Engineer's Report and Declaring Intention to Levy and Collect Assessments is required on an annual basis. This is the first step to assess the Annual Levy for the Landscape Districts Maintenance charges for Fiscal Year 2021/2022.

The Engineer's Report for the proposed assessment districts will be submitted to the City Council for approval tentatively on April 14, 2021 and a public hearing will be tentatively scheduled on June 09, 2021 prior to confirmation of the proposed assessments.

FISCAL IMPACT:

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

Attachment:

Resolution No. 2021-17

RESOLUTION NO. 2021-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, INITIATING THE PREPARATION OF THE ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2021-2022 IN THE CITY OF COACHELLA LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 THROUGH 38

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

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

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

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

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

Section 1. That the City Engineer is hereby directed to prepare and file such report with the City Clerk for Fiscal Year 2021/2022.

Section 2. That this City Council hereby declares its intention to levy and collect special assessments within the boundaries of the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 38 (the "Districts") for Fiscal Year 2021/2022 pursuant to the Landscape and Lighting Act of 1972 to pay the costs of the improvements and maintenance described in Sections 3 and 4, below, that are within budget. The proposed assessments will not increase above the maximum levy allowed by Proposition 218.

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

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

- (b) The installation of construction of statuary, fountains, and other ornamental structures and facilities.
- (c) The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
- (d) The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- (e) The installation of park or recreational improvement, including but not limited to the following:
 - a. Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
 - b. Lights, playground equipment, play courts, and public restrooms.
- (f) The maintenance or servicing or both, of any of the foregoing.
- (g) The acquisition of land for park, recreational or open space purposes.
- (h) The acquisition of any existing improvement otherwise authorized pursuant to this section.

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

- (a) Repair, removal, or replacement of all or any part of any improvements.
- (b) Providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury.
- (c) The removal of trimming, rubbish, debris, and others solid waste.
- (d) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.
- (e) Deterring vandalism by means of security

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

Section 6. That this City Council does hereby designate the City Manager and/or his/her designee to administer the contracts for the proposed assessment districts.

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

District Number	Tract Numbers
District No. 1	14664-1 14664-2 14664 17892
District No. 2	14472 15976
District No. 3	14675 18317 28074
District No. 4	18632-1 18632-2 18632
District No. 5	Dissolved
District No. 6	23911-1 23911-2 23911
District No. 7	26467-1 26467-2 26467-3 26467 26639-1 26639
District No. 8	24299-1 24299
District No. 9	23408-1 23408-2 23408
District No. 10	26592
District No. 11	22110-1 22110-2
District No. 12	28374-1 28374-2 28374-3 28375
District No. 13	28443-1 28443-2 28443
District No. 14	29071-1 29071-2 29071-3 29071-4 29071
District No. 15	30020

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

PASSED, APPROVED AND ADOPTED this 24th day of March 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

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

I, Angela Zepeda, hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2021-17, duly passed and adopted by the City Council of the City of Coachella, California, at a regular meeting held this 24th day of March 2021.

Angela Zepeda, City Clerk

TENTATIVE SCHEDULE

Landscaping and Lighting Maintenance District No. 1 Through 38

Item	Council Meeting Date
Resolution 2021-17 Initiating Preparation of Engineer's Report and Declaring Intention to Levy and Collect Assessments for Fiscal Year 2021/2022	March 24, 2021
Resolution 2021-18 Preliminary Approval of Engineer's Report and Setting a time and Place for Public Hearing to Levy and Collect Assessments for Fiscal Year 2021/2022	April 14, 2021
Resolution 2021-19 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for Fiscal Year 2021/2022	June 09, 2021



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: William B. Pattison, Jr., City Manager/Executive Director

SUBJECT: Adopt Resolution No. WA-2021-02 Extending the Coachella Water Authority Temporary Suspension of Service Turnoffs, originally enacted by the Board of Directors by Resolution WA-2020-04, and ratifying the Order of the Executive Director Extending the Temporary Moratorium.

STAFF RECOMMENDATION:

Adopt Resolution No. WA-2021-02 Extending the Coachella Water Authority Temporary Suspension of Service Turnoffs, originally enacted by the Board of Directors by Resolution WA-2020-04 and ratifying the Order of the Executive Director Extending the Temporary Moratorium.

EXECUTIVE SUMMARY:

On March 24, 2020, the Authority adopted Resolution WA-2020-04, which directed the Executive Director to refrain from taking action that would result in the termination of service to residential customers, due to nonpayment, at least through June 1, 2020. The Temporary Suspension was extended numerous times. The Board of Directors adopted Resolution WA-2021-01 extending the Temporary Suspension through March 31, 2021. The proposed Resolution would readopt the same protections found in Resolution WA-2021-01 and extend the Temporary Suspension **through June 30, 2021.**

From now until the extension lapses on June 30, 2021, the Board of Directors and Executive Director will continue to monitor the situation and may rescind, modify, or further extend the Temporary Suspension as necessary.

ALTERNATIVES:

1. Do not adopt Resolution WA-2021-02.
2. Provide additional direction.

FISCAL IMPACT:

The Temporary Suspension has resulted in increased delinquency balances for utility customers. To date the increased delinquency balance is estimated to be \$206,000 from pre suspension levels. The projected increase resulting from this extension is \$62,000. The increase does not necessarily represent lost revenue since the majority of the delinquent accounts are expected to be collected through payment arrangements and over time once this Temporary Suspension is no longer in effect. The Authority should expect to collect at least 50% of these balances resulting in an estimated cost to the Authority of \$31,000 if this extension is implemented.

Attachments:

Resolution WA-2021-02

RESOLUTION NO. WA-2021-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA WATER AUTHORITY EXTENDING THE TEMPORARY SUSPENSION ON SERVICE TURNOFFS DURING THE COVID-19 STATE OF EMERGENCY.

WHEREAS, the Coachella Water Authority (“Authority”) adopted Ordinance 1057, Section 3. Chapter 13.03- *Water Service System* establishing requirements for the provision of water service including billing, payment, interest, late penalties, and shut off processing; and

WHEREAS, federal, state, county and local governments have declared states of emergency to protect the public from the novel coronavirus (“COVID-19”); and

WHEREAS, many customers face issues such as their children’s schools, or their workplaces, closing in an effort to stop the virus from spreading. These affected customers may not have access to paid time off from their employers, are contract workers who only get paid when they work and they cannot work remotely, or have been laid off. Even a few lost days of wages due to the effects of COVID-19 could mean not being able to buy food, pay rent, or pay utilities; and

WHEREAS, Government Code Section 8634 provides that during a local emergency the governing body of a political subdivision, such as the Authority, may promulgate orders and regulations necessary to provide for the protection of life and property. Such orders and regulations, and amendments and rescissions thereof, must be in writing and must be given publicity and notice; and

WHEREAS, to help mitigate the negative impacts on those who may suffer a loss of wages due to efforts to slow the spread of COVID-19, the Authority Board of Directors adopted Resolution WA-2020-04 on March 25, 2020 directing the Executive Director, or his/her designees, to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment; and

WHEREAS, Resolution WA-2020-04 further directs the Executive Director to take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment as of March 25, 2020; and

WHEREAS, the Temporary Suspension shall only apply to residential retail customers of the Authority and shall only apply to service termination due to non-payment; and

WHEREAS, on May 28, 2020, pursuant to authority granted by Resolution WA-2020-04, the Executive Director adopted an Executive Order extending the Temporary Suspension through June 30, 2020; and

WHEREAS, on June 10, 2020, the Board of Directors adopted Resolution No. WA-2020-07, which ratified the May 28, 2020 Executive Order and formally adopted the Temporary Suspension extension through June 30, 2020; and

WHEREAS, on June 24, 2020, the Board of Directors adopted Resolution No. WA-2020-08, which extended the Temporary Suspension through July 31, 2020; and

WHEREAS, on July 29, 2020, the Executive Director adopted an Executive Order extending the Temporary Suspension through September 30, 2020; and

WHEREAS, on August 7, 2020, the Board of Directors adopted Resolution No. WA-2020-09, which ratified the July 29, 2020 Executive Order and extended the Temporary Suspension through September 30, 2020; and

WHEREAS, on September 30, 2020 the Temporary Suspension expired; and

WHEREAS, on November 12, 2020, the Executive Director adopted an Executive Order extending the Temporary Suspension through January 15, 2021 (November 12, 2020 Executive Order”), which is attached hereto as **Attachment “A”**; and

WHEREAS, on November 18, 2020, the Board of Directors adopted Resolution WA-2020-10, which ratified the November 12, 2020 Executive Order and extended the Temporary Suspension through January 15, 2021, which is attached hereto as **Attachment “A”**; and

WHEREAS, on January 13, 2021, the Board of Directors adopted Resolution No. WA-2021-01, which extended the Temporary Suspension through March 31, 2021; and

WHEREAS, the COVID-19 pandemic and all of its impacts on public health, the economy, and the community at large continue to be felt by the citizens of Coachella. The Recitals above continue to describe the current situation and the support the need to reapprove and readopt the provisions of Resolution WA-2020-04 and reestablish a Temporary Suspension on any action, which would result in the termination of service to any residential retail customer due to nonpayment.

NOW, THEREFORE, BE IT RESOLVED,

SECTION 1. Incorporation of Recitals and Attachments. The recitals and Attachment “A” (November 12, 2020 Executive Order and Resolution WA-2020-10) to this Resolution are true and correct and this Authority so finds, determines, and represents. Said recitals and Attachment are incorporated herein and made a part of this Resolution. Resolution WA-2020-10 shall remain in full force and effect, the only modification being the Suspension Period Extension described in Section 2 of this Resolution, below.

SECTION 2. Suspension Period Extension. The Board of Directors hereby extends the Temporary Suspension **through June 30, 2021**. This Extended Suspension Period may be modified, superseded, or rescinded by the Board of Directors or Executive Director.

SECTION 3. Severability. If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board of Directors hereby declare that they would have adopted this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

PASSED, APPROVED and ADOPTED this 24th day of March 2021.

Steven A. Hernandez
President

ATTEST:

Angela M. Zepeda, Secretary

APPROVED AS TO FORM:

Carlos Campos, Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. WA-2021-02 was duly adopted by the Board of Directors of the Coachella Water Authority at a regular meeting thereof, held on the 24th day of March 2021, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

Attachment "A"
Resolution No. WA-2020-10

RESOLUTION NO. WA-2020-10**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COACHELLA WATER AUTHORITY, CALIFORNIA, DECLARING A TEMPORARY SUSPENSION OF SERVICE TURNOFFS DURING THE COVID-19 STATE OF EMERGENCY**

WHEREAS, the Coachella Water Authority (“Authority”) adopted Ordinance 1057, Section 3. Chapter 13.03- *Water Service System* establishing requirements for the provision of water service including billing, payment, interest, late penalties, and shut off processing; and

WHEREAS, in recent weeks, federal, state, county and local governments have declared states of emergency to increase efforts to protect the public from the novel coronavirus (“COVID-19”). In addition, a number of school districts have announced closures which may be in effect for a number of weeks; and

WHEREAS, many customers face issues such as their children’s schools, or their workplaces, closing in an effort to stop the virus from spreading. These affected customers may not have access to paid time off from their employers or are contract workers who only get paid when they work and they cannot work remotely. Even a few lost days of wages due to the effects of COVID-19 could mean not being able to buy food, pay rent, or pay utilities; and

WHEREAS, Government Code Section 8634 provides that during a local emergency the governing body of a political subdivision, such as the Authority, may promulgate orders and regulations necessary to provide for the protection of life and property. Such orders and regulations, and amendments and rescissions thereof, must be in writing and must be given publicity and notice; and

WHEREAS, to help mitigate the negative impacts on those who may suffer a loss of wages due to efforts to slow the spread of COVID-19, the Authority Board of Directors adopted Resolution WA-2020-04 on March 25, 2020 directing the Executive Director, or his/her designees, to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment; and

WHEREAS, Resolution WA-2020-04 further directs the Executive Director to take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment as of March 25, 2020; and

WHEREAS, the Temporary Suspension shall only apply to residential retail customers of the Authority and shall only apply to service termination due to non-payment; and

WHEREAS, on May 28, 2020, pursuant to authority granted by Resolution WA-2020-04, the Executive Director adopted an Executive Order extending the Temporary Suspension through June 30, 2020; and

WHEREAS, on June 10, 2020, the Board of Directors adopted Resolution No. WA-2020-07, which ratified the May 28, 2020 Executive Order and formally adopted the Temporary Suspension extension through June 30, 2020; and

WHEREAS, on June 24, 2020, the Board of Directors adopted Resolution No. WA-2020-08, which extended the Temporary Suspension through July 31, 2020; and

WHEREAS, on July 29, 2020, the Executive Director adopted an Executive Order extending the Temporary Suspension through September 30, 2020; and

WHEREAS, on August 7, 2020, the Board of Directors adopted Resolution No. WA-2020-09, which ratified the July 29, 2020 Executive Order and extended the Temporary Suspension through September 30, 2020; and

WHEREAS, on September 30, 2020 the Temporary Suspension expired;

WHEREAS, on November 12, 2020, the Executive Director adopted an Executive Order extending the Temporary Suspension through January 15, 2021 (“November 12, 2020 Executive Order”), which is attached hereto as Attachment “A”; and

WHEREAS, the COVID-19 pandemic and all of its impacts on public health, the economy, and the community at large continue to be felt by the citizens of Coachella. The Recitals above continue to describe the current situation and the support the need to reapprove and readopt the provisions of Resolution WA-2020-04 and reestablish a Temporary Suspension on any action, which would result in the termination of service to any residential retail customer due to nonpayment.

NOW, THEREFORE, BE IT RESOLVED,

Section 1. Incorporation of Recitals and Attachment. The recitals in and attachment to this Resolution are true and correct and this Authority so finds, determines and represents. Said recitals and attachment are incorporated herein and made a part of this Resolution.

Section 2. Temporary Suspension. The Board hereby authorizes, and otherwise directs, the Executive Director refrain from taking any action, which would result in the termination of service to any residential retail customer due to nonpayment (“Temporary Suspension”). As a result, the Executive Director shall take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment now. The terms and conditions of the Temporary Suspension shall be established and implemented as determined in the Executive Director’s reasonable discretion and in accordance with this Resolution.

Section 3. Eligible Customers. The Temporary Suspension shall only apply to residential retail customers of the Authority. In addition, the Temporary Suspension shall only apply to service termination due to non-payment. The Executive Director will continue to have the

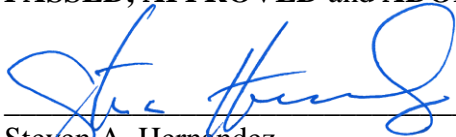
authority to proceed with service termination for any other reason including, but not limited to, the theft of water or interference with Authority facilities.

Section 4. Suspension Period. The November 12, 2020 Executive Order is hereby ratified and the Temporary Suspension shall expire on **January 15, 2021** (“Suspension Period”). The Suspension Period may be extended, or otherwise revised, by the Executive Director from time to time, as determined in the Executive Director’s reasonable discretion.

Section 5. Report to the Board. The Executive Director shall provide updates to the Board at least as frequently as each Board meeting following the effective date of this Resolution. Said updates shall include information regarding: (a) establishment and implementation of the Temporary Suspension; (b) extensions or revisions to the Suspension Period; (c) the number of qualified customers; and (d) and any other information regarding how this Resolution is being implemented.

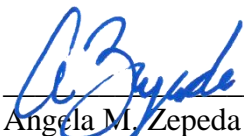
Section 6. Severability. If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

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




Steven A. Hernandez
President

ATTEST:



Angela M. Zepeda
Secretary

APPROVED AS TO FORM:



Carlos Campos
Attorney

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


I HEREBY CERTIFY that the foregoing Resolution No. WA-2020-10 was duly adopted by the Board of Directors of the Coachella Water Authority at a special meeting thereof, held on the 18th day of November 2020, by the following vote of the Board:

AYES: Authority Member Bautista, Authority Member Beaman Jacinto, Authority Member Gonzalez, and President Hernandez.

NOES: None.

ABSENT: Vice President Martinez.

ABSTAIN: None.



Andrea J. Carranza, MMC
Deputy City Clerk

Attachment "A"

November 12, 2020 Executive Order

**ORDER OF THE EXECUTIVE DIRECTOR OF THE
COACHELLA WATER AUTHORITY**

DATE OF ORDER: November 12, 2020

**AN ORDER OF THE EXECUTIVE DIRECTOR OF THE COACHELLA
WATER AUTHORITY DECLARING A TEMPORARY SUSPENSION OF
SERVICE TURNS OFFS DURING THE COVID-19 STATE OF
EMERGENCY.**

WHEREAS, the Coachella Water Authority (“Authority”) adopted Ordinance 1057, Section 3. Chapter 13.03- *Water Service System* establishing requirements for the provision of water service including billing, payment, interest, late penalties, and shut off processing; and

WHEREAS, beginning in March 2020, federal, state, county and local governments began declaring states of emergency to increase efforts to protect the public from the novel coronavirus (“COVID-19”). In addition, school districts have maintained distance learning since that time; and

WHEREAS, many customers face issues such as their children’s schools being closed and their workplaces being closed or going out of business. These affected customers may not have access to paid time off from their employers, are contract workers who only get paid when they work and they cannot work remotely, or have lost their jobs. Even a few lost days of wages due to the effects of COVID-19 could mean not being able to buy food, pay rent, or pay utilities; and

WHEREAS, Government Code Section 8634 provides that during a local emergency the governing body of a political subdivision, such as the Authority, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property.

WHEREAS, to help mitigate negative financial impacts, the Authority Board of Directors adopted Resolution WA-2020-04 on March 25, 2020 directing the Executive Director, or his/her designees, to refrain from taking action which would result in the termination of service to residential customers, due to nonpayment. Resolution WA-2020-04 is attached hereto as **Attachment “1”**; and

WHEREAS, Resolution WA-2020-04 further directs the Executive Director to take any and all action he/she deems necessary, in his/her reasonable discretion, to suspend the imposition of late penalties and interest and to or otherwise refrain from enforcing applicable provisions of Ordinance 1057 in regard to termination of service due to non-payment as of March 25, 2020; and

WHEREAS, the Temporary Suspension shall only apply to residential retail customers of the Authority and shall only apply to service termination due to non-payment; and

WHEREAS, on May 28, 2020, pursuant to authority granted by Resolution WA-2020-04, the Executive Director adopted an Executive Order extending the Temporary Suspension through

June 30, 2020. The May 28, 2020 Executive Order is attached hereto and incorporated herewith as **Attachment “2”**; and

WHEREAS, on June 10, 2020, the Board of Directors adopted Resolution No. WA-2020-07, which ratified the May 28, 2020 Executive Order and formally adopted the Temporary Suspension extension through June 30, 2020. Resolution WA-2020-07 is attached hereto and incorporated herewith as **Attachment “3”**; and

WHEREAS, on June 24, 2020, the Board of Directors adopted Resolution No. WA-2020-07, which extended the Temporary Suspension through July 31, 2020. Resolution WA-2020-07 is attached hereto and incorporated herein as **Attachment “4”**; and

WHEREAS, on July 29, 2020, the Executive Director adopted an Executive Order extending the Temporary Suspension through September 30, 2020. The July 29, 2020 Executive Order is attached hereto and incorporated herewith as **Attachment “5”**; and

WHEREAS, on August 7, 2020, the Board of Directors adopted Resolution No. WA-2020-09, which ratified the July 29, 2020 Executive Order and extended the Temporary Suspension through September 30, 2020. Resolution WA-2020-09 is attached hereto and incorporated herewith as **Attachment “6”**; and

WHEREAS, the Temporary Suspension expired on September 30, 2020; and

WHEREAS, the COVID-19 pandemic and all of its impacts on public health, the economy, and the community at large continue to be felt by the citizens of Coachella. The Recitals above continue to describe the current situation and the support the need to reapprove and readopt the provisions of Resolution WA-2020-4 and reestablish a Temporary Suspension on any action, which would result in the termination of service to any residential retail customer due to nonpayment; and

WHEREAS, pursuant to Government Code section 8634, the Authority has given the Executive Director the ability to promulgate orders regarding the Temporary Suspension and Suspension Period; and

WHEREAS, the Executive Director hereby finds that all provisions set forth in Resolution WA-2020-04 should be reapproved and readopted, including adoption of a Temporary Suspension and Suspension Period that will continue through January 15, 2021, unless he, or the Board of Directors, later finds that the extended Suspension Period should be modified, superseded, or rescinded.

NOW, THEREFORE, BE IT ORDERED,

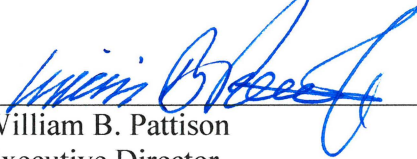
Section 1. Incorporation of Recitals and Attachments. The recitals and Attachment “1” (Resolution WA-2020-04), Attachment “2” (May 28, 2020 Executive Order), Attachment “3” (Resolution WA-2020-07), Attachment “4” (Resolution WA-2020-08), Attachment “5” (July 29, 2020 Executive Order), and Attachment “6” (Resolution WA-2020-09) to this Order are true and

correct and this Authority so finds, determines and represents. Said recitals are incorporated herein and made a part of this Order.

Section 2. Temporary Suspension and Suspension Period. Based on the authority set forth in Government Code section 8634, the Executive Director finds that the provisions set forth in Resolution WA-2020-04 shall be reapproved and readopted, the Temporary Suspension shall be reinstated, and Suspension Period shall continue **through January 15, 2021**. This Suspension Period may be modified, superseded, or rescinded by the Board of Directors or Executive Director.

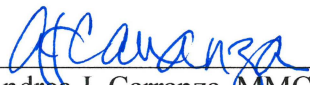
Section 3. Severability. If any section, subsection, clause or phrase in this Order is for any reason held invalid, the validity of the remainder of this Order shall not be affected thereby. The Executive Director hereby declares that he would have adopted this Order and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

IT IS SO ORDERED this 12th day of November 2020.




William B. Pattison
Executive Director

ATTEST:



Andrea J. Carranza, MMC
Deputy Secretary of the Coachella Water Authority

APPROVED AS TO FORM:



Carlos Campos, Attorney



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize the City Manager to execute a Project Development Agreement with Johnson Controls Inc. to develop an Energy Efficiency Project for street lighting and sports field lighting.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a Project Development Agreement with Johnson Controls Inc. to develop an Energy Efficiency Project for street lighting and sports field lighting.

BACKGROUND:

Two firms completed an energy efficiency audit on various aspects of the City's facilities and lighting. These two firms were AMB Industries Inc. and Johnson Controls Inc. Both companies evaluated the following city building/infrastructure to identify potential energy efficiency improvement projects: street lighting retrofits, parks lighting retrofits, interior/exterior lighting retrofits for city buildings, HVAC replacements, HVAC/lighting controls standardization. Below is a summary of the findings by both companies. The energy savings estimated by Johnsons Controls Inc. (JC) is substantially higher than the estimated savings from AMB Industries Inc. (AMB); JC estimates total annual savings of \$339,321 while AMB estimates total annual savings at \$71,784.

<u>Project Scope</u>	<u>Annual Savings AMB</u>	<u>Simple Payback AMB</u>	<u>Annual Savings JC</u>	<u>Simple Payback JC</u>
Street Lighting & Sport Field Lighting Retrofit	\$ 50,615.00	Not Avail Until IGA/Letter of Intent	\$ 176,801.00	6.33
Rooftop HVAC/HVAC Controls/Interior and Exterior Lighting	\$ 21,169.00	Not Avail Until IGA/Letter of Intent	\$ 162,520.00	7.48
	\$ 71,784.00		\$ 339,321.00	

DISCUSSION/ANALYSIS:

To further develop these identified projects the next steps at this time would be to: 1) shelve these improvements for a later time or 2) enter into a Letter of Intent/Project Development Agreement which would fully develop each project the City decides to proceed with and provide final engineering and recommend financing mechanisms for each improvement. Due to the significant increase in savings identified by JC, staff recommends entering into a Project Development Agreement with JC for the following improvements 1) street lighting retrofit and 2) sport field lighting retrofit. The street light retrofit project would upgrade the city's street lighting fixtures from high-pressure sodium (HPS) to light-emitting diode (LED). The sport field lighting retrofit would similarly upgrade the existing sports lighting to LED. The preliminary cost for these two projects is \$1,795,885; over a 25-year period, the City is estimated to realize \$4.42 Million of positive cash flow based on energy and operational savings.

Both firms require the City pay consultant fees if the firm selected is able to identify a revenue neutral project during the "Project Development Agreement" Phase and the City decides not to proceed further (into construction phase). If JC is able to develop the recommended projects into a revenue neutral project and the City does decide to proceed with the constructing these improvements the engineering fees would be included in the total project costs financed. If the City decides not to move the developed projects into construction, JC's walk away cost is \$60,000.

FISCAL IMPACT:

Should the Council decide to proceed with the Project Development Agreement, the project's engineering costs would have financial impacts on the City's General Fund to the extent they are part of total project costs. If the final project engineering and financing reports are completed and the City moves these projects into construction then the engineering costs (\$100,000) will be rolled into the total project costs financed.

However, if the City chooses not to move the projects into construction the total engineering fees the City would be required to pay JC is \$60,000. These funds will need to be paid by the general fund. Consistent with the terms of the Project Development Agreement, if the Council approves execution of this Agreement an appropriation of these costs will be made in the City's General Fund (101).

JC provided preliminary cost saving estimates developed from a review of the City's current utility costs and anticipated reduced energy consumption of retrofitted fixtures. Based on these estimates it is likely that the final engineering for the projects will provide favorable results. If the Council decides to then move the projects identified into construction, the City will need to execute a lease agreement with annual lease payments of approximately \$150,000 per year for 15 years (depending on interest rates at the time of the agreement). Preliminary lease terms have been reviewed by the Finance Department and were determined to be favorable in relation to the City's investment return rate.

Attachment: Project Development Agreement

**PROJECT DEVELOPMENT AGREEMENT
BETWEEN**

City of Coachella
53-990 Enterprise Way
Coachella, CA 92236

AND

Johnson Controls, Inc.
5770 Warland Drive, Suite A
Cypress, CA 90630

The purpose of this Project Development Agreement (PDA) is to confirm the intent of the City of Coachella and Johnson Controls, Inc. (JCI) to develop an Energy Efficiency and Utility Conservation Project pursuant to California Government Code 4217.10. This PDA will provide the basis of the scope of the project, the obligations of both parties, the technical and financial requirements to be met and the intended outcome and timeline.

1. Scope of Services

It is the Parties' mutual understanding that this Project Development Agreement is for the purpose of development of a Final Proposal and pre-construction services, to be delivered to City of Coachella, for review and approval of the scope of work. The analysis will include, but is not limited to the following items:

- a. Develop the potential list of Facility Improvement Measures (FIMs) for the City:
 - i. Street Lighting Retrofit to Light Emitting Diode (LED) Technology
 - ii. Interior and Exterior Lighting Upgrade Light Emitting Diode (LED) Technology
 - iii. Park and Recreation Lighting Upgrades
 - iv. Ball Field Lighting Installation
 - v. Plug Load Management
 - vi. Solar Photovoltaic (Solar PV) Systems at all warranted sites
 - vii. Additional scope items identified as advantageous to the City of Coachella
- b. Identify potential rebates or incentives for each of the measures.
- c. JCI will develop a financial analysis.
- d. JCI will assist the City in arranging and securing project financing and/or available grants.

2. Deliverables

The deliverables for this evaluation will include a Guaranteed Savings Performance Agreement along with a final Facility Improvement Measure (FIM) savings analysis. The list of FIMs will include an investment and economic benefits for the bundled project and program. Before the Matrix is completed, JCI will conduct a series of workshops and/or meetings with Staff to review the project and assure this is a collaborative effort.

Deliverables for this evaluation will include the following:

- a. Installation Performance Agreement with a firm guaranteed maximum price for the work and guaranteed energy and utility savings for the City to approve.
- b. A detailed scope of work for each FIM proposed to be implemented will be included in the Performance Agreement Document.
- c. A financial Cash Flow documenting the proposed project. The Cash Flow will include applicable annual costs and savings, revenues and/or other financial benefits that affect the project outcome such as, but

not limited to financing, energy, water, sewer, and associated ongoing operational/maintenance savings and efficiencies.

- d. A schedule for implementation of the project.
- e. A summary of the proposed Measurement & Verification plan that will be used to measure the performance for each FIM.
- f. Detailed analysis of potential funding sources to include (but not limited to) Tax Exempt Lease Purchase (TELP), **Power Purchase Agreement (PPA)**, **Johnson Controls Contingent Financing Program**, **JCI Sponsored "Infrastructure as a Service" Funding** as well California State and Federal Funding Mechanisms.

3. Financial Metrics

It is the Parties' mutual understanding that this Project Development Agreement will include the evaluation of multiple project financing options for the City to review and ultimately approve. The project financing options will conform to the guidelines set forth in California Public Resource Code 25008; California Government Code Chapter 3.2. Energy Conservation Agreements, Section 4217.10-4217.18.

Project Determinants in the table below will be used by JCI and the City to determine the economic merit of the project, the values can change at any time throughout development as better information is made known. However, for the purposes of determining whether or not JCI has met the success criteria identified in Paragraph 2 "Deliverables", the values indicated herein will be used upon completion of development to make such determination. Each party has a duty to inform the other of changes to any of the values indicated in a timely manner that may affect the success of the project.

- Final financial cash flow must be at least revenue neutral to the City
- Average annual utility escalation rate is 3%
- Average annual water rate increase of 3%
- Operational Savings Percentage annual increase of 3%
- Planned Service Agreement (PSA) or Measurement and Verification annual percentage increase of 3%
- Any applicable rebates and grants are estimates and subsequently not guaranteed.

4. Timeline

It is the intent and commitment of all parties identified in this Agreement, to work diligently and cause others under their direction, to work diligently toward meeting the following timeline:

- | | |
|------------------|---|
| • March 2020 | City to Approve Project Development Agreement (PDA) |
| • April 1, 2021 | JCI to Start project design analysis |
| • May 1, 2021 | JCI to Commence Communications With City Financial Staff and Advisors on Funding Options and Opportunities. |
| • June 1, 2021 | Workshop 1 - Scope of Work, Cost, Financing |
| • July 1, 2021 | Workshop 2 - Review Agreement and Measurement and Verification plan |
| • July 15, 2021 | JCI to submit Installation Agreement |
| • July 28, 2021 | City Approves Final Project Agreement |
| • August 1, 2021 | JCI Commences Project Installation |

These timeframes may be modified by subsequent work plans approved by all parties.

5. Price and Payment Terms

Should JCI meet the above criteria and the City does not proceed with the Performance Agreement, the City will be responsible for paying all costs associated with in this PDA within 90 calendar days.

Total JCI Cost for Project Development:	\$100,000.
Total Due if Energy Project is not implemented with JCI:	\$60,000.

City of Coachella will have no obligation to pay if:

- a. City of Coachella enters into the Installation Agreement with JCI within 60 days after City of Coachella has received the documentation described in this Agreement. The costs for the development will be transferred to the total cost of the Installation Agreement.
- b. In the event that Johnson Controls is unable to meet the financial criteria mutually agreed upon as described in Paragraph 3 "Financial Metrics" and cannot offer the City of Coachella a Financially Viable project.

6. Records and Data

During the development, City of Coachella will furnish to Johnson Controls upon its request, accurate and complete data concerning the most recent three years of utility billing invoices, utility representative contact information, as-built construction documents, audited financial statements, the current year's budget, current utility costs, budgets, facility operating requirements, future projected loads, collective bargaining Agreements. Johnson Controls will provide a separate document with the required information and City of Coachella shall make every effort to provide that information within a reasonable time. Johnson Controls shall be entitled to modify the milestone schedule in this PDA if the requested information is not provided in a timely manner.

7. Preparation of Implementation Agreement

Along with the other Scope of Work required under this Agreement, Johnson Controls will develop the framework of the subsequent Agreements. These Agreements shall be co-developed by Johnson Controls and City of Coachella during the Project Development Agreement phase. These documents will vary dependent on City of Coachella desired structure and legal counsel review, but where possible shall be standardized Johnson Controls documents for most expedient delivery.

8. Indemnity

Johnson Controls and City of Coachella agree that the parties shall each be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of the parties, their officers, agents, directors, and employees. To the extent permitted by law, Johnson Controls and City of Coachella agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their officers, agents or employees or any negligent act or omission by their officers, employees or agents.

9. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation may be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein, if the parties elect to at the time the dispute arises. In that event, all disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual Agreement of the parties. Judgment may be entered upon the award in the highest State or Federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of this dispute.

10. Confidentiality

This Agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including, but not limited to, systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing, both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

Notwithstanding the foregoing confidentiality provisions, JCI acknowledges that the City is a California municipality and is subject to the California Public Records Act as found under the California Government Code Section 6250 et seq. City shall provide JCI no less than six (6) days' prior written notice of City's intent to disclose any of JCI's Proprietary Information pursuant to a request for disclosure and/or copying under the California Public Records Act. If JCI disagrees with City's decision to disclose JCI's Proprietary Information, JCI will respond in writing within forty-eight (48) hours of receipt of such written notice from the City informing the City of JCI's course of action including, but not limited to, seeking a protective order. If JCI fails to initiate seeking a protective order within two days of City's receipt of JCI's notification to City, City shall be permitted to comply with the demand to disclose the Proprietary Information. If JCI does initiate seeking such a protective order, the City shall cooperate with, and shall not oppose, JCI in obtaining such protective order, provided, however, that JCI agrees to assume all out-of-pocket legal costs related to the matter incurred by the City including, but not limited to, any reasonable attorney's fees. So long as the City complies with the provisions of notification set forth in this section, the City shall not be liable for, and JCI hereby releases City from, any liability for any damages arising from any release of Proprietary Information to a requestor of such information, and such release includes the representation of the City.

11. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written Agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this

Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This Agreement and all matters arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of California. The parties hereby irrevocably consent to the jurisdiction of the state courts located in Riverside County, California, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reimbursement for all out-of-pocket costs and expenses, including without limitation, reasonable attorney's fees.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect and are not affected or impaired in any way.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency, employment, or fiduciary relationship or partnership between the parties or to impose any such obligation or liability upon either party. Neither party shall have any right, power of authority to enter into any Agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other party.

Without limiting the generality of the foregoing paragraph, neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of either party shall create an employment relationship between City and JCI for any purpose. JCI shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City. JCI shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by JCI are employees, agents, contractors or subcontractors of JCI and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against JCI by any such employees, agents, contractors or subcontractors, or any other person, resulting from performance of this Agreement.

This Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

All notices required or permitted under this Agreement shall be in writing and shall be deemed given on the date sent if delivered by hand or by email with an attachment in a portable document format (.pdf) or similar file format, on the next business day if sent by overnight courier, or on the third business day if sent by United States mail, postage prepaid, to each party at its address shown on Page 1 of this Agreement (or at such other address as a party may specify by notice under this section).

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final Agreement.

Johnson Controls, Inc.

City of Coachella

By: Scott Avirett

By: William B. Pattison, Jr.

Signature: _____

Signature: _____

Title: Area Vice President, West Building Efficiency

City Manager

Title:

Date: _____

Date: _____



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Jacob Alvarez, Assistant to the City Manager

SUBJECT: Production of Videos to promote COVID-19 Testing and Vaccinations

STAFF RECOMMENDATION:

That the City Council provide direction to approve a package from either or both of the proposals.

BACKGROUND:

The Interfaith Alliance reconvened this year to discuss and promote COVID-19 testing and vaccinations among the community. At the Interfaith Alliance meeting held on February 24th, the committee suggested producing videos similar to those that were produced to solicit traits and attributes of a new Coachella City Manager. The Interfaith Alliance and Riverside University Health System maintain that the best promotion approach to encourage testing and vaccination are those messages received from “Trusted Messengers”.

DISCUSSION/ANALYSIS:

Staff solicited three proposals based on City Council’s feedback during its February 24th City Council Meeting. The proposal guidelines asked for a proposal to allow the City a “a la carte” type of submission, allowing the City to pick and choose promotions based on a dollar amount. The minimum requirement required a proposal for 3 English and 3 Spanish videos. One applicant reported the request was not feasible at this time.

The two proposals are attached as exhibits #1 and #2 and a presentation will be provided.

FISCAL IMPACT:

The Fiscal Impact would not exceed \$15,000 and will need to be appropriated to the General Fund as it was not budgeted in FY 2020/21. Council appropriates the total agreement amount in the City’s General Fund (101). This expense will be reimbursed by the Federal Hero’s Act Funds once they are received.

EXHIBIT(S):

1. Proposal #1
2. Proposal #2

March 9, 2021

Jacob Alvarez
 Assistant to the City Manager
 City of Coachella
 53990 Enterprise Way
 Coachella, CA 92236

Project Approach: Build educational video campaign mitigating misinformation about the coronavirus vaccine and creating comfort and confidence in vulnerable populations.

Video Production Services

OUTREACH STRATEGY	DESCRIPTION	NOT TO EXCEED COST
<i>Create video series</i>	<ul style="list-style-type: none"> » Participate in preproduction strategy discussion/preparation; review of archive assets, existing footage, etc. » One half-day of shooting (4-5 hours) » Capture footage for video with crew of 3 <ul style="list-style-type: none"> a. Director/Producer/camera operator b. Drone operator/camera assistant/b-camera operator c. Field producer » Provide and utilize equipment as follows: <ul style="list-style-type: none"> a. Panasonic 4k Professional plus media (fixed LEICA lens) + kit b. Panasonic Gh4 plus operator/camera assistant / Lumix 14-55 lens PKG + kit c. DJI Ronin-S mounted gimbal and steady camera rig d. DJI Phantom 4k Pro-grade Drone e. Senheisser Lavalier audio package (3 mics available in kit) f. Manfrotto Professional grade tripod with Bogen head g. Mobile LED lighting kit 	\$1,800
	<ul style="list-style-type: none"> » Produce series of (not to exceed 6) videos at less than one minute each » Incorporate existing and stock video, photography and screen captures as appropriate b-roll » Craft scripts in English or Spanish as needed, pulling quotes and weaving the story together, balancing voice over and interviews to create a seamless narrative » Facilitate Zoom interviews, if needed, to supplement in person shoots » Design brief animated sequences, as needed to support the narrative » Provide and direct professional network TV level voice talent if required » Facilitate basic sound mix and color correction (no CGI) » Provide client with access to any/all raw footage and final cuts on hard drive for future use » Provide multiple formats for client use; assist client in adapting final product for online distribution 	\$3,200
Subtotal		\$5,000
<i>Optional animated video</i>	<ul style="list-style-type: none"> » Produce animated short in three languages highlighting vaccine safety and process » Craft script with community concerns in mind » Develop storyboards to allow for client feedback throughout the process » Provide and direct professional network TV level voice talent in English, Spanish and P'urhepecha 	\$5,000
Subtotal with optional add on		\$10,000
Not to exceed:		\$10,000

..... *Terms & Compensation*

Video production services for the above project will be billed monthly with a not to exceed of \$10,000.

Either party may end this agreement by providing written notice to the other party. In the event of termination, CV Strategies shall be paid for all hours and expenses accrued up to the date of termination.

Hard costs incurred by CV Strategies will be billed to the client with a nominal service charge of 10% (not to exceed \$250 per item). This includes all anticipated hard costs such as printing, mailing, photography, video, advertising, etc. Required travel mileage will be billed at the published IRS rate.

All services and hard costs will be billed monthly. Invoices should be paid in full upon receipt.

..... *Agreed & Approved*

Name	Signature
------	-----------

Title	Date
-------	------

DEAZTLANCONSULTING

March 1, 2021

COVID-19 Vaccine/Educational Content Proposal

for

The City of Coachella

DEAZTLANCONSULTING

The options below will provide current and important culturally appropriate Covid-19 vaccination content for Coachella residents. The combination of video, photographic, and graphic formatting along with using trusted and familiar faces will specifically help the vaccination process for the City of Coachella.

Content Only

“I was vaccinated” Coachella resident portrait Series

10 Slides. 5 in English. 5 en Español.

Create comfort and familiarity around the vaccination process with photographic testimonials of Coachella residents that have been vaccinated. We will partner with a diverse group of residents employed in but not limited to food service, agriculture, health, safety, and education.

Included services: scheduling, photography, graphic design.

Cost: \$3,750

“The Vaccine will help” Video Campaign

6 Videos. 3 English. 3 en Español.

Goal: Partner with trusted community members in the fields of health, education, entertainment, and religion. Provide useful vaccine information and reenforce that getting vaccinated will protect their family, friends, neighbors, and co-workers. Each video will be 30 - 60 seconds.

Included services: scheduling, script writing, filming, editing.

Cost: \$8,100

DEAZTLANCONSULTING

Content Creation and Management

4-week campaign

Goal: Over the course of 4 weeks our team will create, schedule, post, and monitor COVID-19 specific information onto the City's Facebook page.

4 videos (2 English, 2 en Español)

6 slides (3 English, en Español)

Cost: \$7,250

8-week campaign

Goal: Over the course of 8 weeks our team will create, schedule, post, and monitor COVID-19 specific information onto the City's Facebook page.

8 videos (4 English, 4 en Español)

12 slides (6 English, en Español)

Cost: \$14,000



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Gabriel Martin, Economic Development Director

SUBJECT: Coachella Opportunity Zone Challenge

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the following items for the Coachella Opportunity Zone (OZ) Challenge:

1. Approve Memorandum of Understanding (MOU) with the City of Coachella and MasterCard to join City Possible;
2. Approve Opportunity Coachella proposal to launch city wide engagement and entrepreneurship competition with \$15,000 payable to MasterCard for prizes; and
3. Approve a Professional Services Agreement with Blended Impact, Inc. for the amount of \$6,975 in administer and market the Coachella Opportunity Zone Challenge.

BACKGROUND:

On June 26, 2019, the City Council executed a grant agreement with the Accelerator for America's California Sparks Grant Program in the amount of \$50,000 to support the City of Coachella's opportunity zone endeavors. Opportunity Zones are a new federal incentive introduced in the Tax Cuts and Jobs Act of 2017 and are centered on the deferral, reduction, and elimination of capital gains taxes. They represent the latest in a long line of efforts to expand economic opportunities for places and people left behind.

The Sparks Grant funds will help the City of Coachella create an "investment prospectus" that would:

- Identify areas that demonstrate both social need and market traction. Use a social needs index and job cluster data as the primary screen and then identify the deeper potential for equitable development by analyzing additional employment data along with transportation access data.
- Link capital investments to human capital strategies to maximize impact for lower income residents. Focus on aligning skills upgrading with existing and future job growth both within and outside eligible investment areas.

- Use Opportunity Fund investment capital as integral to a comprehensive, multi-year investment strategy that leverages and partners with additional public, private, and independent sector debt and equity providers to build sustainable businesses, ensure a skilled workforce and strengthen community development both within eligible zones as well as in contiguous areas.
- Ensure a high quality data system to collect information on investments and provide a feedback loop for ongoing measurement and improvement. We are less interested in expensive evaluation models than the ongoing disciplined use of data to inform ongoing operations and maintain long-term accountability.
- Advance energy efficiency and or renewable energy in the community through the City's Opportunity Zones and greater Economic Development efforts.

DISCUSSION/ANALYSIS:

In August 2020, the City of Coachella Economic Development Department engaged several partners in discussion regarding an opportunity zone prospectus, marketing plan, and community engagement process to promote and market the City's opportunity zones. The parties included:

1. City Possible: Team within MasterCard to promote thought leadership, co-development, prototyping, and scaling of solutions emerging technologies among its partner cities, and advising on the best practices for community engagement.
2. MasterCard: Providing prepaid cards for distribution of prizes.
3. MySidewalk: Digital platform hosting the City's Opportunity Zone prospectus.
4. County of Riverside Economic Development Agency (EDA): Providing county information regarding OZ's.
5. Blended Impact, Inc.: Consulting services that include marketing, survey creation, Spanish translation services, update City's OZ website and final reporting.

The Coachella Opportunity Zone Challenge will launch the Opportunity Zone prospectus to the public and run a citywide engagement and entrepreneurship competition, both intended to grow businesses and investments within our Opportunity Zone communities in the city and adjacent unincorporated areas. The first goal of the challenge will be to engage and educate the residents of the community regarding the opportunity zones in the city and adjacent unincorporated areas, and provide a manner and incentives for them to submit their suggestions for input. The first 100 people to respond to the community survey will receive a \$50 prepaid MasterCard, announced at the end of the competition period, totaling \$5,000 in community prizes. To ensure prizes can be extended to all residents, documented and undocumented, the City will allow the prepaid Master Cards to be issued without the need for a social security number.

The second goal of the challenge will be to attract new businesses to the community in targeted areas. The target businesses should fall in the following categories:

- Clean energy and Clean-tech
- Manufacturing and Logistics
- Recreation, Restaurants and Entertainment

Within these categories, three (3) businesses seeking to relocate, expand, or start within the area would be eligible for a 1st prize of \$5,000, 2nd prize of \$3,000 and 3rd prize of \$2,000 for a total of \$10,000 in business prizes chosen by a panel of judges. The anticipated panel of judges may consist of a City Official, City EDA, County EDA, SBDC, Chamber of Commerce, City Possible, Accelerator for America, or other relevant parties not to exceed ten.

The goals of the challenge will be to provide opportunity for community engagement for Opportunity Zone development; promote entrepreneurship and small business start-up opportunities through community engagement; and educate residents on the benefits and purpose of Opportunity Zones

ALTERNATIVES:

1. Recommend no action
2. Provide alternative direction

FISCAL IMPACT:

If the City Council approves the recommendation, there is no fiscal impact to the General Fund. The funds will come out of the Accelerator for America Sparks Grant funds. Council appropriates the full amount of the grant award for \$50,000 in the City's Grants Fund (152) to cover expenditures under this grant program.

ATTACHMENT(S):

- MOU with the City of Coachella and MasterCard
- Opportunity Coachella Proposal
- Professional Services Agreement – Blended Impact, Inc.
- Presentation – Coachella Opportunity Zone Challenge

CONFIDENTIAL

**MEMORANDUM OF UNDERSTANDING
BETWEEN MASTERCARD AND THE CITY OF COACHELLA**

This Memorandum of Understanding (“MOU”), effective as of March 24, 2021 (the “Effective Date”), summarizes the signatories’ mutual intent to establish a public-private partnership, which shall not be a legal partnership or joint venture, (the “Partnership”) between MasterCard, located at 114 Fifth Street, 12th Floor, New York City, NY 10011, for itself and its affiliates (“MasterCard”) and [City of Coachella], located at 53990 Enterprise Way, Coachella, CA 92336 (the “City”). The Partnership contemplates City joining City Possible, a public-private partnership model pioneered by Mastercard to promote thought leadership, co-development, prototyping, and scaling of solutions emerging technologies. Mastercard and City (each a “Party” and collectively the “Parties”), will explore potential areas of collaboration relating to smart cities initiatives (the “Broad Objectives”).

The provisions of this introductory section, Section I (City Possible Model), and Section II (Partnership Framework) of this MOU are not legally binding and merely constitute an expression of the Parties’ mutual intent with respect to the Partnership and the Broad Objectives(s) and are subject to the negotiation, execution and delivery of definitive agreement(s) between the Parties setting out, in detail, the terms and conditions governing the Partnership and the Broad Objectives(s) (in each case, the “Definitive Agreement”). Neither Section I nor Section II of this MOU shall create any obligations on the part of Mastercard or the City with respect to the Broad Objectives(s) or any other matter. The provisions of Section III of this MOU, however, constitute binding agreements between the Parties.

BACKGROUND

- a. City is experiencing extensive growth and is facing significant challenges relating to urbanization.
- b. The public and private sectors have found that challenges faced by cities and their residents are best addressed through collaboration and co-development between relevant stakeholders.
- c. Collaboration between cities and the establishment of public-private partnerships accelerates the co-development, piloting and scaling of solutions, thereby enabling holistic city transformation.
- d. Public-private partnerships not only help to accelerate solution development but also serve to catalyze cities’ investment and modernization programs and to promote knowledge sharing.
- e. Such partnerships leverage the use of technology assets and data insights to drive economic growth, innovation, and improved quality of life.

SECTION I

CITY POSSIBLE MODEL

Mastercard is collaborating with a number of leading global cities and other corporate participants to establish a new model of public and private sector engagement (“City Possible”). Such model may include the setup of Urban Co-development Centers (“UCDCs”) in cities meeting additional contribution requirements, with a focus on prototyping smart city solutions that may be deployed for use worldwide. Under the City Possible program, Mastercard will partner with other private sector industry leaders and leading academic institutions and programs to aid in solving challenges facing cities. Each program participant will become part of a larger network to advise how cities can measurably become more inclusive, sustainable and efficient.

Mastercard recognizes City to be a leading innovator and an increasingly important shaper of smart city developments, making it a suitable candidate for joining City Possible. The Parties are each willing to leverage their respective assets and network to research, develop and potentially implement new solutions for City’s most pressing urban challenges. Similar to Mastercard, the City shares the view that the establishment of public-public (*i.e.*, city to city) and public-private partnerships will further such goal. To ensure the success of the City Possible program, Mastercard will act as a facilitator and extend invitations to other cities for key engagements involving the City and other invitees.

SECTION II

PARTNERSHIP FRAMEWORK

1. Definitive Agreement. Each Party will act to further the Broad Objectives under the Partnership by negotiating in good faith the terms of Definitive Agreement(s) (including, without limitation, a membership form and pilot agreements).

2. Guiding Principles. The Parties will pursue the Broad Objectives by establishing a program of collaboration with focus on the following areas: data insights, technology innovation and connectivity, sustainable and inclusive growth, and digital accessibility. City will consider participating in a governance structure to support the program, it being understood and agreed that Mastercard will set out specific governance arrangements more fully in a Definitive Agreement.

3. Projects. The Parties recognize that the purpose of establishing City Possible is, in part, to identify projects of mutual interest and benefit for Mastercard and City in pursuit of co-development activities. To the extent so identified, Appendix A to this MOU will include a non-exhaustive list of potential projects to be evaluated by the Parties in furtherance of the Broad Objectives. Otherwise, each of Mastercard and City will from time to time negotiate in good faith the terms of mutually agreeable project addenda describing the Parties’ activities to carry out the Broad Objectives.

4. Program Benefits.

a. Innovation.

The Partnership is designed to promote City’s:

- Recognition as a smart city and a testbed for innovation;
- Leadership position on inclusive digital innovation; and
- Ability to co-create and co-develop solutions with local impact.

b. Expertise and Know-How.

Upon joining City Possible as a member and participating in the program under a Definitive Agreement, City will enjoy certain benefits, including (without limitation):

- Subscription to City Possible virtual community forum that (i) facilitates exchange of information and learnings between members, (ii) serves as a repository of shared best practices, policy prescriptions, and member contact information, and (iii) provides secure communication channel;
- Feedback and insights from City Possible corporate partners pertaining to (i) implementation of digital technologies, (ii) data analytics practices, and (iii) business modeling and methodologies;
- Invitation to a City Possible convening (as and when scheduled in MasterCard's sole discretion) held on the sidelines of a major industry event (*e.g.*, Smart Cities Expo), affording City the opportunity to meet other city leaders and cultivate an international network;
- Invitation to host summits and workshops at a mutually agreed upon venue and otherwise attend City Possible accelerator courses curated by renowned academic institution(s) for the benefit of city leaders;
- Access to City Possible academic partners' research content and materials across multiple disciplines with opportunity to propose topics for further research and evaluation; and
- Ability to solicit and acquire knowledge and expertise from City Possible entrepreneurs, technologists, and other professional members.

Mastercard will, at its discretion, periodically revise the City Possible program benefits based on member input and initiative results.

5. Programmatic Support. Mastercard commits to support the Partnership and operations of City Possible as follows:

- Allocate appropriate support to the City in connection with the Broad Objectives (*e.g.*, consulting resources for business modeling or go-to-market execution). In light of the foregoing, resources dedicated to projects involving the City will be agreed on an individualized basis, as determined by Mastercard; and
- Make available data scientists for consulting purposes regarding (x) data analytics/insights and (y) digital technologies/services and share insights sourced from other program participants or affiliates (*e.g.*, private sector partners, civic and academic contributors, and global influencers).

6. Other Key Terms; Definitive Agreement. Other key terms and details of each of the foregoing plus other reasonable and customary provisions for arrangements of this nature, including appropriate representations and warranties and customary indemnities, would be set forth in the Definitive Agreement(s), to be determined by the Parties' by mutual agreement and execution.

SECTION III

BINDING AGREEMENTS

1. City Contributions. As a City Possible member, City agrees to meaningfully engage with Mastercard and other program partners or affiliates and will in good faith consider:

- Defining problem statements and challenges for prospective project participants to resolve;
- Allocating appropriate staff support and resources (including, without limitation, technology, data insights, and physical space to host meetings and development sessions);
- Providing thought leadership through publication of position papers, attendance at sponsored industry events, and contribution to research assignments or projects;
- Articulating actionable goals, milestones and indicators consistent with the strategic imperatives of the mayor’s office or task force;
- Identifying prospective local partners (including, without limitation, tech startups, civic engagement leaders, academic institutions, and community advocates) with whom to collaborate on work being conducted out of an UCDC;
- Contributing to product development and design for UCDC prototypes and advise on implementation and deployment efforts; and
- Building out a mentoring network program for emerging city leaders, cadres, managers, and public servants.

Further, City agrees to secure commitments from the Office of the Mayor (or equivalent body) acknowledging and pledging support to the City possible program consistent with the terms of this MOU. To further the Parties’ pursuit of the Broad Objectives, and at the direction of the Office of the Mayor (or equivalent body), City will designate an executive sponsor with the appropriate level of seniority to determine the actions needed to promote the Partnership.

2. Intellectual Property Rights.

- a. IP Rights. For the purposes of this MOU, “IP Rights” means any and all rights, title and interest in (i) patents, utility models, designs (whether registered or unregistered), trademarks and trade and business names, copyrights (including copyrights in programs and semiconductor topographies), domain names, databases, moral rights, trade secrets, confidentiality and other proprietary rights including all rights to know-how practices, business models and other technical information, rights in the nature of unfair competition rights, rights to sue in passing off; (ii) the benefit of all registrations and applications to register any of the foregoing; (iii) any and all other rights similar or analogous to any of the foregoing arising or granted in any jurisdiction.
- b. Own IP Rights. The IP Rights held and/or controlled by a Party before the Effective Date and/or developed and/or acquired outside of the framework of

this MOU (collectively, such Party's "Own IP Rights") shall remain the exclusive property of said Party.

- c. New IP Rights. In the event new IP Rights (excluding any improvements, enhancements or other modifications to Own IP Rights) come into existence and/or are created in the framework of the Partnership, the Definitive Agreement(s) shall address whether the new IP Rights shall be owned by City, Mastercard, or deemed to jointly belong (in equal shares) to both Parties ("New IP Rights"); *provided* that nothing herein shall limit a Party's rights in and to its Confidential Information. In any case, such New IP Rights may be freely used by the other Party in the framework of the Partnership during the Term to achieve the Broad Objectives. To that effect, each Party grants to the other a limited non-exclusive, royalty-free, worldwide, non-transferrable, non-sub licensable right during the Term to use any New IP Rights for the exclusive purpose of carrying out the Partnership.

3. Confidentiality.

- a. Confidential Information. For purposes of this MOU, Confidential Information means all information of whatever nature in any form concerning the business and affairs of a Party ("Disclosing Party") that the other Party ("Receiving Party") obtains, receives, or to which such other Party has access as a result of any discussions of dealings between the Parties in connection with the Broad Objectives. Confidential Information includes without limitation (i) information constituting or concerning research, development, processes and methodologies; know-how, data, product architecture, designs and specification; algorithms, intellectual property, software, whether human-readable or machine-readable; product, marketing, sales and business development plans and strategies; competitive analyses; financial analyses and forecasts; cost and pricing data; procurement requirements and vendor information; customers and prospects; licensing and distribution arrangements; the identity, skills and compensation of employees, contractors and consultants; (ii) the fact that Confidential Information has been made available between the Parties, that discussion or negotiations are taking place between the Parties or any of the terms, conditions or other facts with respect thereto (including the status thereof); and (iii) any information that the Receiving Party knew or reasonably should have known to be confidential or of a proprietary nature.
- b. Exceptions. Confidential Information shall not include: (i) information that at the time of disclosure was, or later becomes, part of the public domain (through a source other than the Receiving Party); (ii) information lawfully obtained from a third party that was not under, and did not impose, an obligation of confidentiality with respect to such information; (iii) information that is independently developed by the Receiving Party without use or reference to Disclosing Party's Confidential Information; and (iv) information that was known by the Receiving Party prior to disclosure by the Disclosing Party.
- c. Treatment of Confidential Information. Subject to Section III.3(g), and for the duration of the Term, the Receiving Party shall (i) use Confidential Information

only in connection with or in furtherance of the Broad Objectives; (ii) not disclose Confidential Information to any third party except as expressly permitted in writing by the Disclosing Party and then only if such third party has executed a non-disclosure agreement in form and substance satisfactory to the Disclosing Party; (iii) limit dissemination of Confidential Information to its employees, directors, officers, financial or legal advisors, or consultants that have a “need to know”; (iv) not remove or obscure proprietary rights notices that appear on Confidential Information and copies thereof; and (v) advise the Disclosing Party promptly in writing of any unauthorized disclosure or use of Disclosing Party’s Confidential Information. Upon the written request of the Disclosing Party, the Receiving Party shall (at the Receiving Party’s option) either return all Confidential Information to the Disclosing Party, or destroy all Confidential Information, within ten (10) days following receipt of the Disclosing Party’s written request. The Receiving Party shall not be deemed to have violated this Agreement if the Receiving Party discloses Confidential Information in response to a lawful process issued by a court or agency of competent jurisdiction; *provided* the Receiving Party shall have given Discloser, to the extent legally permitted to do so, at least ten (10) days’ written notice of its intention to make such disclosure. Each Party agrees to keep in strict confidence all information regarding the terms of this MOU and the Broad Objectives, in accordance with this Section III.3.

- d. No License or Conveyance. Nothing in this MOU shall convey to the Receiving Party any right, title, interest, or license in or to any (i) Confidential Information, materials, or other information received from the Disclosing Party, or (ii) any trademark, trade name, or any other intellectual property rights of the Disclosing Party.
- e. No Representations or Warranties. All Confidential Information is delivered “as is” and all representations and warranties express or implied, are hereby disclaimed. Without limiting the foregoing, the Disclosing Party disclaims all representations and warranties that the Confidential Information is accurate or reliable for any purpose whatsoever.
- f. Injunctive Relief. The Parties acknowledge and agree that any breach of this MOU may cause the Disclosing Party immediate irreparable harm for which money damages may be insufficient redress. In the event of any breach by the Receiving Party of the confidentiality obligations under this MOU, the Disclosing Party shall be entitled to seek immediate injunctive relief for such breach, in addition to any other right or remedy that the Disclosing Party may have at law or in equity.
- g. Freedom of Information Requests. Notwithstanding any terms in this Agreement to the contrary, Mastercard acknowledges that any obligations of the City pertaining to nondisclosure or confidentiality are subject to the City’s requirements under any freedom of information act or local records retention act laws to disclose, produce, destroy, or retain any Confidential Information. Should the City be required to disclose MasterCard’s Confidential Information, the City agrees to provide at least ten (10) working days’ notice to Mastercard

before disclosing the Confidential Information and shall use reasonable efforts to limit the disclosure to only such Confidential Information as the City is required by law to disclose.

- h. Survival. The Receiving Party's obligation not to disclose and not to use the Disclosing's Party's Confidential Information shall survive for two (2) years after termination or expiration of this MOU as long as such Confidential Information remains confidential and does not meet any of the exceptions set out under Section III.3.b above. The entry of any Definitive Agreement between the Parties will include superseding confidentiality terms.

4. Personal Information. The Parties acknowledge and agree that no personal information will be used or shared in connection with this MOU. Any expansion of the Parties' relationship to further develop the objectives that involve the processing of personal information will be addressed in a separate Definitive Agreement that will regulate any such processing activities by the Parties.

5. Public Announcements. Mastercard and City shall not make any public disclosure or issue any press releases pertaining to the existence or content of this MOU or discussions between the Parties relating to the Partnership and/or the Broad Objectives without having first obtained the written consent of the other Party.

6. Term and Termination. The term of this MOU will commence on the Effective Date and continue thereafter until the earlier of: (x) twelve (12) months thereafter, or (y) the Parties' execution of a Definitive Agreement (the "Term"), unless terminated earlier pursuant to the terms of this MOU. Without prejudice to the nonbinding nature of Section I and Section II hereof, this MOU may be terminated and negotiations relating to the Partnership (including, without limitation, the Definitive Agreement(s)) may be abandoned at any time, by either Party by giving thirty (30) days' notice in writing to that effect. The respective obligations of the Parties under Section III.2 (Intellectual Property), Section III.3 (Confidentiality), Section III.4 (Personal Information), Section III.5 (Public Announcements), Section III.6 (Term and Termination) (last sentence only), Section III.7 (Limitation of Liability), Section III.10 (Remedies), Section III.11 (Expenses), Section III.13 (Entire Agreement), Section III.14 (Counterparts), and Section III.17 (Governing Law) survive termination hereof.

7. Limitation of Liability. In no event shall a Party be liable under any legal theory (including, without limitation, tort, contract, or strict liability) for any indirect, special, incidental, consequential, punitive or exemplary damages, regardless of whether a Party knew or should have known of the possibility of such damages.

Each Party's maximum liability to the other Party arising out of, relating to, or in any way connected with this MOU, however caused and under any theory of liability, shall in no event exceed FIFTY THOUSAND U.S. DOLLARS (USD 50,000). Notwithstanding the foregoing, under no circumstances will Mastercard or City be liable to any other third party for any liabilities, losses, damages, costs, or expenses incurred in the event negotiations between the Parties are terminated as provided under Section III.6 of this MOU.

8. Compliance.

- a. Anti-Bribery and Anti-Corruption Laws. It is the intent of the Parties that no payments or transfers of value or other advantage shall be made or undertaken

or attempted which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business for any person. Therefore, each Party agrees that it shall comply, and shall ensure that each of its personnel, agents and third parties acting on their behalf, complies with all applicable anti-bribery and anti-corruption laws in connection with business dealings and activities between the Parties. Each Party, its respective employees, directors, temporary workers, agents, and third parties acting on its behalf shall not, in connection with the activities contemplated by this MOU or in connection with any other business activities involving the City or Mastercard, make, promise or offer to make any payment or transfer of anything of value or any other advantage directly or indirectly through a representative, intermediary agent or otherwise: (i) to any government official; (ii) to any political party; or (iii) to any other person for the purpose of improperly influencing any act, omission to act or decision of such official, political party or individual or securing an improper advantage to assist the Parties in obtaining or retaining business. Each Party warrants, represents and covenants to the other that it and each of its personnel, agents and third parties acting on its behalf shall not, in connection with any business activities involving the other, accept anything of value from any third party seeking to influence any act or decision or in order to secure an improper advantage to that third party. “Government official” is defined as any employee or officer of a government of a country, state or region, including any federal, regional or local government or department, agency, enterprise owned, in whole or in part, or controlled by such a government, any official of a political party, any official or employee of a public international organization, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office.

- b. Incidental Business Hospitality. Mastercard, in its sole discretion, may cover business hospitality (*e.g.*, meals, events, airfare, hotel accommodation, ground transportation) in connection with the meetings described in Section II.4.b, above. Before each engagement where Mastercard will offer business hospitality, Attachment A will be completed and provided to each member. If a member would like to accept any benefits listed in Attachment A, the member will return the completed document signed by his/her Authorized Approver before each engagement. An Authorized Approver is an employee of the member’s organization who can affirm that accepting such benefits complies with the member’s applicable local laws and internal policies. The Authorized Approver is not permitted to receive any benefits listed in Attachment A.

9. Assignment. Neither this MOU nor any of the rights, interests or obligations hereunder shall be assigned by either Party; *provided* that the foregoing shall not limit or prevent Mastercard from assigning this MOU, or any of its obligations hereunder, to one of its corporate affiliates.

10. Remedies. In the event of any breach or threatened breach of Section III.3 (Confidentiality), Section III.5 (Public Announcements) or Section III.9 (Assignment) of this

MOU by either Party, the other Party shall be entitled to equitable relief by way of injunction in addition to any other rights and remedies available to it at law or in equity.

11. Expenses. Each Party shall pay its own fees, costs and expenses (and those of its agents, independent contractors, and consultants) in connection with this MOU, except as expressly specified herein or otherwise agreed upon in writing by both Parties.

12. Severability. Should any section of this MOU be found to be invalid or unenforceable, such section (or part thereof) shall be deemed severed from this MOU and the other sections hereof shall remain in full force and effect as if this MOU had been executed without the offending section appearing.

13. Entire Agreement. This MOU constitutes the entire agreement and understanding of the Parties concerning the Partnership and Broad Objectives and supersedes all previous discussions between the Parties relating to the Partnership and Broad Objectives. No Party shall be bound by any representation with respect to the subject matter of this MOU other than as expressly set forth herein. This MOU may be amended or modified only by a writing expressly amending this MOU, signed by authorized representatives of the Parties. Any failure or delay by either Party to enforce any provision of or exercise any right under this MOU shall not be construed to be a waiver of that or any other right or remedy available to such Party. A provision of this MOU may only be waived by a writing signed by the waiving Party.

14. Counterparts. This MOU may be executed in one or more counterparts, each of which, taken together, shall constitute but one original document. Electronic signature shall be considered to be the same as original signatures for all purposes.

15. Captions. The captions in this MOU are included for convenience only and shall not affect the meaning or interpretation of this MOU.

16. Notices. All notices required or permitted hereunder will be in writing and will be deemed duly given on the date received if sent by personal delivery or by an overnight courier delivery service of general commercial use and acceptance (such as Airborne Express, Federal Express or UPS), addressed to the Parties as follows unless notification of change of address is given in writing:

For Mastercard:

Name: M. Alby Bocanegra
Title: Vice-President of Urban Tech Partnerships
Address: 114 Fifth Street, 12th Floor, Coachella, CA 92236

with a copy to:
SVP & Counsel, Enterprise Partnerships
2000 Purchase Street
Purchase, NY 10577

For City of Coachella:

Name: Gabriel Martin
Title: Economic Development Director
Address: 53990 Enterprise Way, Coachella, CA 92236

with a copy to:
Best Best and Krieger LLP
74760 Highway 111, Suite 100
Indian Wells, CA 92210

17. Governing Law; Disputes. This MOU shall be construed, interpreted and performed exclusively according to the laws of the State of New York, without giving effect to any principles of conflicts of law that would mandate or permit application of the substantive law of any other jurisdiction.

Upon the occurrence of any dispute arising out of or relating to this MOU (“Dispute”) and notice thereof by one Party to the other pursuant to Section III.16, the Parties will attempt to resolve the Dispute promptly by good faith negotiations between the appropriate members of each Party’s executive leadership. If no resolution is reached within thirty (30) days from receipt of the initial notice (which time may be extended by mutual written agreement), then either Party may submit the Dispute to final adjudication in the state and federal courts located in New York, New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the Effective Date.

CITY OF COACHELLA**MASTERCARD**

By: _____

By: _____

Name: William B. Pattison, Jr.

Name: M. Alby Bocanegra

Title: City Manager

Title: Vice-President of Urban Tech Partnerships

Date: _____

Date: _____

Attest:

By: _____

Andrea Carranza,
Deputy City Clerk*Approved as to Form:*

****Approved Form****

By: _____

Carlos Campos,
City Attorney
Best Best & Krieger LLP

**ATTACHMENT A
BUSINESS HOSPITALITY**

Business Purpose for Activity (per Section III.8.b of the MOU): _____

Member Name: _____

Type/Name of Activity: _____

Date of Activity: _____

Business Hospitality:

Benefit	Value Per Person	Accept	Decline
Meal(s)			
Event			
Ground Transportation			
Hotel Accommodation			
Airfare			

By accepting and signing below, **[Name of Member's Authorized Approver]** affirms that [Member Name's] receipt of these benefits complies with applicable local law and is consistent with his/her internal policies.

Name of Member's Authorized Approver: _____

Signature of Member's Authorized Approver: _____

COACHELLA OPPORTUNITY ZONE CHALLENGE

March 2021

In partnership with:



citypossible™ | Pioneered by Mastercard



mySidewalk

Introduction 2

Overview and Requirements 2

Timeline 3

Community Survey Selection Criteria 3

Business Selection Criteria 3

Ineligible Expenses 4

Award Agreement 5

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Introduction

In 2017, the Tax Cut and Jobs act established federally recognized Opportunity Zones (OZs) by which investors can receive preferred tax treatments for investing in designated census tracts, creating a new funding source for economic development at scale. The County of Riverside has 49 Opportunity Zone census tracts, the 3rd highest in the state of California. The City of Coachella and adjacent unincorporated areas of Thermal, Mecca, and the North Shore contains seven (7) OZ census tracts, the highest in the eastern Coachella Valley.

In 2018, the City of Coachella EDA received a grant of \$50,000 from Accelerator for America to use towards Opportunity Zone related efforts. The intended use of funds included the creation of a city prospectus, feasibility study, and entrepreneurship focused community engagement program. This proposal will focus on the execution of Opportunity Coachella, which will launch the Opportunity Zone prospectus to the public and run a citywide engagement and entrepreneurship competition, both intended to grow businesses and investments within our Opportunity Zone communities in the city and adjacent unincorporated areas.

Overview and Requirements

In August 2020, the City of Coachella Economic Development Department engaged several partners in discussions regarding the prospectus, marketing plan, and community engagement process for the City's Opportunity Zones. The parties included:

1. City Possible: Team within MasterCard to promote thought leadership, co-development, prototyping, and scaling of solutions emerging technologies among its partner cities, and advising on the best practices for community engagement.
2. MasterCard: Providing prepaid cards for distribution of prizes.
3. MySidewalk: Digital platform hosting the City's Opportunity Zone prospectus.
4. County of Riverside Economic Development Agency (EDA): Providing county information regarding OZ's.
5. Blended Impact, Inc.: Consulting services that include marketing, survey creation, Spanish translation services, update City's OZ website and final reporting.

From these discussions came two main priority areas in which the Opportunity Coachella competition would focus. The first goal of the competition is to engage and educate the residents of the community regarding the opportunity zones in the city and adjacent unincorporated areas, and provide a manner and incentives for them to submit their suggestions for input. The first 100 people to respond to the community survey will receive a \$50 prepaid MasterCard, announced at the end of the competition period, totaling \$5,000 in community prizes. To ensure prizes can be extended to all residents, documented and undocumented, the City will allow the prepaid MasterCard to be issued without the need for a social security number.

The second goal of the competition is to attract new businesses to the community in targeted areas. The target businesses should fall in the following categories:

1. Clean energy and Clean Technology
2. Manufacturing and Logistics
3. Recreation, Restaurants and Entertainment

Within these categories, three (3) businesses seeking to relocate, expand, or start within the area would be eligible for a 1st prize of \$5,000, 2nd prize of \$3,000, and 3rd prize of \$2,000 for a total of \$10,000 in business prizes chosen by a panel of judges. The anticipated panel of judges may consist of a City Official, City EDA, County EDA, SBDC, Chamber of Commerce, City Possible, Accelerator for America, or other relevant parties not to exceed ten.

Timeline

The competition will run for a total of three (3) weeks and the anticipated timeline is as follows:

- March 24, 2021 - City Council Approval
- April 5, 2021 - Opportunity Coachella announced
- Competition Open Dates - 2 weeks later
- Opportunity Coaches closes - 3 weeks after open
- Community Survey Prize Notifications - 2 weeks after competition closes
- Business Grant Review Period - 2 week period
- Recommendations for City Council Approval - 1 month after competition closes
- Business Grant Award Notifications - 1 month after competition closes

Community Survey Selection Criteria

Prizes for responses to the survey will be awarded to the first 100 residents that respond as logged by the online intake system and any mail in entries. Mail in entries will be logged as received at noon on the day of receipt for determination purposes.

Business Selection Criteria

Due to the anticipated number of submissions and limited funding, late application submissions will not be processed or considered. The competition does not obligate the City of Coachella to award a grant agreement. The City of Coachella reserves the right to waive minor irregularities or request additional information to further clarify or validate information submitted in the application, provided the application, as submitted, substantially complies with the requirements of this competition. There is, however, no guarantee that the City of Coachella will look for information or clarification outside of the submitted written application. Therefore, it is important that all applicants ensure that all sections of their application are complete to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

Experience (40 points):

The applicant must demonstrate the business, administrative, financial, oversight, and management expertise to launch or grow a business in one of the designated funding priority categories that their proposed project or program falls under. The City will prioritize applications from for profit entities that can verify at least 6 months prior history and can demonstrate traction across revenue, profit, inventory, waiting lists, team or other indicators of growth or stability.

Needs Served and Job Creation (30 points)

The applicant must describe an organized proposal to relocate, expand, or start a small business in Coachella and adjacent unincorporated areas of Thermal, Mecca, or North Shore in either of the following categories:

- Clean energy and Clean Technology
- Manufacturing and Logistics
- Recreation, Restaurants and Entertainment

The applicant shall describe how their program will serve residents and patrons, why they would be successful, their approach to ensuring long-term sustainability, proposed number of individuals to be served and anticipated number of jobs to be created.

Resources (20 points):

The applicant must describe how the City EDA, SBDC, and other city/county resources could be most helpful to their business and outline a timeline for this assistance. This could entail detailing specific needs around permitting, licensing, business incentives, site selection, SBA loans, or business planning. A list of general questions or topics of confusion where assistance is needed would also be acceptable.

Budget (10 points):

Must outline a reasonable budget that identifies the type and amount of all costs to support the proposed award, including: 1) Itemized program operating budget; 2) Availability and/or potential leveraging of additional funds to support program objectives, including identification of funding sources and status of funding commitment; 3) Description of financial capacity and experience in award compliance.

Ineligible Expenses

Ineligible expenses include but are not limited to:

- Any expenses the IRS would not categorize as a business expense for the associated business

- Any expense related to “sin businesses” as defined by Opportunity Zone federal legislation including golf course, country club, massage parlor, racetrack, gambling facility, or liquor stores
- Expenses incurred prior to December 10, 2020
- Expenses incurred supporting locations operating outside of Coachella or the adjacent unincorporated areas of Thermal, Oasis, and North Shore
- Any expenses covered or reimbursable by another funding source
- Lobbyists, political contributions
- Food and Beverages (including alcohol)
- Cannabis related purchases
- Indirect costs
- Award Management Responsibilities

Award Agreement

Each first, second and third prizewinners must formally enter into a legal agreement with the City of Coachella. The agreement will address the conditions of the award, including implementation of the project. Once the agreement is signed, the awardee is expected to read and comply with all conditions of the agreement. The funded applicant will be legally responsible for assuring implementation of project activities and compliance with all applicable state and federal requirements including taxes, insurance, nondiscrimination, data privacy, budget compliance, and reporting. All awards over \$600 will be subject to federal and state taxes payable by the recipient and winners will be issued a 1099.

Documentation and Record Retention

The City of Coachella maintains City documents in accordance with the City’s Records Management Policy and record retention schedule. The City and any sub recipient of Accelerator for America Grant Funds must retain records for five years (5) after final payment is made and should be available on requests for audits. It should be noted that documents associated with the award could be subject to a Public Records Act request. If a request is made, the City will respond to the request in accordance with the City’s Public Records Request Policy.

Accountability and Reporting Requirements

It is the policy of the City of Coachella to monitor progress on grants by requiring recipients to submit written progress reports on grant activities and expenditures. Progress reports on approved grant project activities will be required on the following schedule:

- Report 1 - 90 days after awards disbursed
- Report 2 - 120 days after awards disbursed
- Report 3 - 365 days after awards disbursed

Reports provided by award recipients will need to provide sufficient supporting documentation to show that expenditures under this program meet all program requirements and satisfy sub-recipient monitoring guidelines as outlined above. Additional funds will not be provided by the City until City staff has verified program compliance.

Non-Discrimination Requirements for Grantees

The grantee agrees not to discriminate against any person seeking service or assistance because of race, color, creed, religion, national origin, sex, marital status, status concerning public assistance, immigration status, membership or activity in a local commission, disability, sexual orientation, age, physical or mental disability.

Ineligible Organizations and Businesses

Please note that the following organizations are not eligible to apply:

- “Sin businesses” as defined by Opportunity Zone federal legislation including golf course, country club, massage parlor, racetrack, gambling facility, or liquor stores
- K-12 schools including charter, public or private;
- College or universities
- Libraries
- Government entities/agencies
- Grant making organizations and charitable trusts
- Fraternal organizations
- Churches or religious organizations, except for specific programs with direct service offered to general public without regard to faith, affiliation, religious belief or practice, and that are provided in a non-discriminatory way that benefits the larger community
- Licensed cannabis businesses
- Businesses who are under bankruptcy protection

Application Instructions

Eligible Applicants: This competition is open to all individuals and small businesses that live in Coachella or adjacent unincorporated areas or desire to relocate, expand to, or start a business in the area.

No facsimile or in person submissions will be accepted. Applicant may apply ONLINE or via MAIL:

- ✓ To apply online visit: www.OpportunityCoachella.com
- ✓ To apply via mail:

- Individuals applying to the community input survey for prizes awarded to the 1st 100 should send a 1 page letter containing your name, address, phone number, and answer 1) what do you love the most about the city 2) what do you wish the city had 3) what employers or businesses would you love to see come to the city
- Businesses applying for the 1st, 2nd, or 3rd prize should submit 5 bound hard copies (no staples, single-sided; bound means in a 3-ring binder or comb/coil/thermal bound) of no more than 15 pages regarding the business deck
- Please have your packet DELIVERED (i.e. UPS or FedEx or Certified Mail) to:
 Coachella Opportunity Zone Challenge
 City of Coachella
 53990 Enterprise Way Coachella, CA 92236
 ATTN: Dr. Gabriel Martin, Economic Development Director

Questions? Please submit your questions in writing to Dr. Gabriel Martin, via email at gmartin@coachella.org. Submittal due date is 3 weeks after the competition opens by 5:00 PM.

Resources

California Opportunity Zones: <https://opzones.ca.gov/>



Riverside County Opportunity Zones: <https://www.opportunityriverside.com/home>



**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
COACHELLA OPPORTUNITY ZONE CHALLENGE PROJECT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of March, 2021, by and between the **City of Coachella**, a municipal organization organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 (“City”) and **Blended Impact, Inc.**, a corporation with its principal place of business at 5419 Hollywood Blvd, C-289, Los Angeles, CA 90027 (“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 opportunity zone consulting 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 **City of Coachella Opportunity Zone Challenge 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 opportunity zone 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 **March 24, 2021** to **July 10, 2021** unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this Agreement may be extended upon a contract amendment executed by the City Manager and the City Attorney.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

3.2.5 City's Representative. The City hereby designates **Gabriel Martin, Economic Development Director** 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 **Stacy Cumberbatch, Managing Director**, 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, 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*: Two Million Dollars (\$2,000,000) 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 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional 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.

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and

endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 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 **Six Thousand Nine Hundred Seventy Five Dollars (\$6,975.00)**.

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 seq., 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.

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

City of Coachella
 53990 Enterprise Way
 Coachella, CA 92236
 Attn: **Gabriel Martin, Economic Development
 Director**
 Phone: (760) 398-3502
 E-mail: gmartin@coachella.org

Consultant

Blended Impact, Inc.
 5419 Hollywood Blvd, C-289
 Los Angeles, CA 90027
 Attn: **Stacy Cumberbatch, Managing
 Director**
 Phone: (305) 570-6913
 E-mail: stacy@blendedimpact.com

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.

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, 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 due to 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.]

CITY OF COACHELLA

BLENDED IMPACT, INC.

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

By: _____
Stacy Cumberbatch
Managing Director

Attest:

By: _____
Andrea Carranza,
Deputy City Clerk

Approved as to Form:

****Approved Form****

By: _____
Carlos Campos,
City Attorney
Best Best & Krieger LLP

EXHIBIT “A”

SCOPE OF SERVICES

Blended Impact, Inc. Opportunity Zone Challenge Proposal

EXHIBIT “B”
SCHEDULE OF SERVICES

COACHELLA OPPORTUNITY ZONE CHALLENGE SCHEDULE:

The competition will run for a total of three (3) weeks and the anticipated timeline is as follows:

- March 24, 2021 - City Council Approval
- April 5, 2021 - Opportunity Coachella announced
- Competition Open Dates - 2 weeks later
- Opportunity Coaches closes - 3 weeks after open
- Community Survey Prize Notifications - 2 weeks after competition closes
- Business Grant Review Period - 2 week period
- Recommendations for City Council Approval - 1 month after competition closes
- Business Grant Award Notifications - 1 month after competition closes

Coachella Opportunity Zone MasterCard Challenge

ECONOMIC DEVELOPMENT SUB-COMMITTEE MEETING
MARCH 4, 2021

Background

- In July 2019 – Accelerator for America granted the City of Coachella a \$50,000 grant from their Sparks Program. The grants purpose is to
 - Identify viable existing or new projects and investment opportunities to market and recruit investment from qualified Opportunity Zones
 - Convening community and business leaders to develop strategic plans for zones that couple public project priorities with private investment projects to streamline and coordinate market growth in low-income areas.
 - Assist in the creation of the City's own opportunity funds managed by the City or in a Public-Private partnership with an existing national or local financial institution (LIIF).

Grant Breakdown

- My Sidewalk – Opportunity Zone Digital Dashboard and Platform - \$28,000
- MasterCard Opportunity Zone Challenge - \$15,000
- Opportunity Zone Consulting Services - \$7,000
- Total: \$50,000

Opportunity Zone Competition Launch

- This Competition will launch the Opportunity Zone prospectus to the public and run a city-wide engagement and entrepreneurship competition, both intended to grow businesses and investments within our Opportunity Zone communities in the city and adjacent unincorporated areas.
- The parties included:
 - City Possible: team within MasterCard advising on the community engagement best practices
 - MasterCard: providing prepaid cards for distribution of prizes
 - My Sidewalk: platform hosting the digital Opportunity Zone prospectus
 - County of Riverside EDA: providing county information regarding OZs

First Goal

- To engage and educate the residents of the community regarding the opportunity zones in the city and adjacent unincorporated areas, and provide a manner and incentives for them to submit their suggestions for input.
- The first 100 people to respond to the community survey will receive a \$50 prepaid MasterCard, announced at the end of the competition period, totaling \$5,000 in community prizes.
- To ensure prizes can be extended to all residents, documented and undocumented, the City will allow the prepaid MasterCard's to be issued without the need for a social security number.

Second Goal

- To attract new businesses to the community in targeted areas. The target businesses should fall in the following categories:
- Clean energy and Clean Technology
- Manufacturing and Logistics
- Recreation/Restaurants/Entertainment

Second Goal

- Within these categories, 3 businesses seeking to relocate, expand, or start within the area would be eligible for a:
- 1st prize of \$5,000
- 2nd prize of \$3,000
- 3rd prize of \$2,000 for a total of \$10,000 in business prizes chosen by a panel of judges.
- The anticipated panel of judges may consist of a City Official, City EDA, County EDA, SBDC, Chamber of Commerce, City Possible, Accelerator for America, or other relevant parties not to exceed ten.

Timeline

- The competition will run for a total of 3 weeks:
- March 24, 2021 - City Council Approval
- April 5, 2021 - Opportunity Coachella announced
- Competition Open Dates - 2 weeks later
- Opportunity Coaches closes - 3 weeks after open
- Community Survey Prize Notifications - 2 weeks after competition closes
- Business Grant Review Period - 2 week period
- Recommendations for City Council Approval - 1 month after competition closes
- Business Grant Award Notifications - 1 month after competition closes

Goals

- Provide opportunity for community engagement for Opportunity Zone development
- Promote entrepreneurship and small business start-up opportunities through community engagement
- Educate residents on the benefits and purpose of Opportunity Zones



Questions/Comments



STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Gabriel Martin, Economic Development Director

SUBJECT: Bird Rides, Inc. – Pilot Operating Agreement for Stand-Up Electric Scooter Sharing Program

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Pilot Operating Agreement with Bird Rides, Inc. (Company) to administer and operate a stand-up electric scooter sharing system in the City of Coachella.

BACKGROUND:

On September 19, 2018, the State of California enacted new laws regarding motorized scooters. Assembly Bill No. 2989 amended Section 21235 of the California Vehicle Code, which includes, but is not limited to, the following new laws:

- A motorized scooter cannot operate on a roadway with a speed limit in excess of 25 miles per hour (mph), unless within a Class II bike lane or Class IV bikeway.
- A motorized scooter may operate on a roadway with a speed limit greater than 25 mph, but less than 35 mph if authorized via ordinance or resolution by the City Council.
- A motorized scooter cannot operate upon a sidewalk, except as necessary to enter or leave adjacent property.
- A motorized scooter cannot be placed laying on its side on a sidewalk, or park a motorized scooter on a sidewalk in any other position that obstructs a pedestrian's path of travel.
- No person under 18 years of age shall operate a motorized scooter without a properly fitted and fastened bicycle helmet.
- No person without a valid driver's license or instruction permit shall operate a motorized scooter.

Please note that under a separate State law (Vehicle Code 22411) no person shall operate a motorized scooter at a speed in excess of 15 mph.

Currently, the City does not have any applicable municipal code related to Neighborhood Electric Vehicles (NEV) or Low Speed Vehicles (LSV). In January 2016, the Coachella Valley Association of Governments (CVAG) completed a Neighborhood Electric Vehicle (NEV) Plan that proposed a network of NEV routes along surface streets and along rights-of-ways that can be used for paths. The NEV plan describes the specific duties required of NEV operators, the current state of NEV development, and the future incorporation of NEV infrastructure in the Coachella Valley region.

DISCUSSION/ANALYSIS:

On March 18, 2021, the City of Coachella Economic Development and Planning Sub-Committee approved the draft Pilot Operating Agreement with Bird, Rides, Inc. that will administer and manage a stand-up electric scooter-sharing program in the City of Coachella. The program will consist of a 12-month period in which Bird Rides, Inc. will launch 100 electric scooters in strategic locations identified by City Staff based on various factors, such as population density, access to bike lanes and pedestrian pathways, commercial and retail accessibility, etc. The Company will be responsible for all maintenance, operations and will indemnify the City of any liability. The Company will provide 24-hour customer service for safety concerns and complaints, along with some general ride activity data to improve our Active Transportation Plan (ATP).

ALTERNATIVES:

1. Recommend no action
2. Provide alternative direction

FISCAL IMPACT:

If the City Council approves the recommendation, there is no fiscal impact to the General Fund.

ATTACHMENT(S):

- Pilot Operating Agreement with the City of Coachella and Bird Rides, Inc.
- Presentation – Bird Rides, Inc.

PILOT OPERATING AGREEMENT

This Pilot Operating Agreement (the “Agreement”) is made and entered into this 24th of March, 2021, by and between Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 (the “Company”), and City of Coachella (the “City”) located at 53990 Enterprise Way, Coachella, CA 92236.

1. Statement and Purpose

The purpose of this Agreement is to establish interim rules and regulations governing the pilot operation of a stand-up electric scooter sharing system within the City while this Agreement is in effect (the “Pilot”), and to ensure that the Pilot is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way.

2. Scope

This Agreement and its terms apply to any proposed deployment of stand-up electric scooter sharing systems within City’s jurisdictional boundaries. No person shall deploy a stand-up electric scooter sharing system in the City in violation of this Agreement. This Agreement and the Pilot shall remain in effect for a period of twelve (12) months, which shall expire on March 24, 2022. This Agreement and the Pilot can request a renew for one additional successive twelve-month period, which shall expire on March 24, 2023, if the Company provides written notice on its intention to renew at least ninety (90) days prior to the end of the then-current term. The City will provide the Company a response within thirty (30) days of written notice if it intends to renew the Agreement and Pilot for an additional twelve-month period.

3. Procedures

Upon effectiveness of this Agreement, Company shall provide an affidavit of compliance with the terms of this Agreement and provide appropriate indemnification. Company and Agreement shall comply with all the laws and regulations under the State of California Assembly Bill No. 2989, which amended Section 21235 of the California Vehicle Code, and State Law (Vehicle Code 22411), which states no person shall operate a motorized scooter at a speed in excess of 15 mph.

4. Operating Regulations

- a. Company, and/or its service providers, agents or assigns, shall be responsible for operating a Stand-up electric scooter program in the City with the below requirements.
- b. Stand-up electric scooters shall mean a device weighing less than 150 pounds, that has (i) handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power, and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor.
- c. Except as otherwise provided herein, City shall regulate the operation of Stand-up electric scooters in a manner no more restrictive than City’s regulation of bicycles.

- d. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- e. Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- f. Hours of operation when the Company's Stand-up electric scooters will be made available to rent for residents are 4 a.m. to midnight (local time).
- g. Company shall provide a minimum of 100 vehicles at launch.
- h. When at cap, Company is permitted to increase its fleet size on a monthly basis in the event that the Company's fleet provides on average of more than two rides per Stand-up electric scooter per day within that Zone. City may request data from Company on a monthly basis to determine and demonstrate the utilization rate of vehicles in Company's fleet, pursuant to Section 7.

5. Parking

- a. Users of Stand-up electric scooters shall park devices upright in the furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
- b. Users shall not park Stand-up electric scooters in such a manner as to block the pedestrian clear zone area of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- c. Users shall not park Stand-up electric scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. Users shall not park Stand-up electric scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- e. Users may park Stand-up electric scooters in on-street parking spaces in the following circumstances:
 - i. When marked parking spaces are officially designated stations for such devices in business districts;
 - ii. Where the furniture zone is less than three feet wide;
 - iii. Where there is no furniture zone;
 - iv. In neighborhoods with rolled curbs, or with inadequate sidewalk space;
 - v. In marked parking spaces designated for motorcycles.
- f. Users may park Stand-up electric scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
- g. Users shall not park Stand-up electric scooters in the landscape/furniture zone directly adjacent to or within the following areas, such that access is impeded:

- i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - ii. Loading zones;
 - iii. Disabled parking zone;
 - iv. Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
 - v. Curb ramps;
 - vi. Entryways; and
 - vii. Driveways.
- h. Users of Stand-up electric scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- i. Company may stage its Stand-up electric scooters in permitted parking areas as described in this section. To the extent Company desires to stage Stand-up electric scooters in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate City department, property owner, or public agency.

6. Operations

- a. Company shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- b. In the event a safety or maintenance issue is reported for a specific device, that Stand-up electric scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- c. Company shall respond to reports of incorrectly parked Stand-up electric scooters, Stand-up electric scooters continuously parked in one location for more than 72 hours, or unsafe/inoperable Stand-up electric scooters, by relocating, re-parking, or removing the Stand-up electric scooters, as appropriate, within 24 hours of receiving notice that must include the location of the Stand-up electric scooter.
- d. Company shall provide notice to all users that:
 - i. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths;
 - ii. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - iii. Helmets are encouraged for all users;
 - iv. Parking must be done in the designated areas; and
 - v. Riding responsibly is encouraged.
- e. Stand-up electric scooter riders are required to take a photo whenever they park their scooter at the end of a ride.
- f. Company shall provide education to Stand-up electric scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.

7. Data Sharing

City may require Company to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Licensee or of any person or company controlled by, controlling, or under common control with Licensee, provided that, to ensure individual privacy:

- a. such data is provided via an application programming interface, subject to Company's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;
- b. any such data provided shall be treated as trade secret and proprietary business information, shall not be shared to third parties without Company's consent, and shall not be treated as owned by the local authority; and
- c. such data shall be considered personally identifiable information, and shall under no circumstances be disclosed pursuant to public records requests received by the local authority without prior aggregation or obfuscation to protect individual privacy.

8. Indemnification

Company agrees to indemnify, defend and hold harmless City (and City's/ County's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Company's negligence or willful misconduct, except that Company's indemnification obligation shall not extend to claims of City's (or City's employees', agents' or affiliates') negligence or willful misconduct. City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. Company's indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Company shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. City's right to indemnification shall be contingent on City notifying Company promptly following receipt or notice of any claim; Company shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

9. Insurance

Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$5,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; (c) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence/aggregate; and (d) where Company employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

10. Delivery of Notices

a. 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:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236

Attn: **Gabriel Martin**
Economic Development Director

Phone: (760) 398-3502

E-mail: gmartin@coachella.org

Company:

Bird Rides, Inc.
406 Broadway, Suite #369
Santa Monica, CA 90401

Attn: **Legal Department**

Phone:

E-mail: birdlegal@bird.co

b. 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.

11. Exclusivity

a. This designation may not be assigned or transferred to any other party. The parties acknowledge that Company may utilize independent business logistics providers to facilitate local operations. Company’s use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Company remains responsible for all obligations and requirements under this Agreement.

b. This section shall not apply to the private sale or rental of Stand-up electric scooters, provided that such scooters are not placed in the public right-of-way for shared public use.

c. No exclusivity is imputed or implied as to the market for shared mobility services generally, and this agreement and designation shall not apply to the operation of any shared mobility service with any vehicle other than Stand-up electric scooters.

CITY OF COACHELLA

BIRD RIDES, INC.

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

By: _____
Austin Marshburn
Head of City and University Partnerships

Attest:

By: _____
Andrea Carranza,
Deputy City Clerk

Approved as to Form:

****Approved Form****

By: _____
Carlos Campos,
City Attorney
Best Best & Krieger LLP



Economic Development Sub-Committee Meeting

Wind Electric Scooters

What is Bird?

Bird is a last-mile electric vehicle sharing company dedicated to bringing affordable, environmentally-friendly transportation solutions to communities everywhere. Today Bird serves over 100 cities worldwide.

Our mission is to get people out of cars and:



Solve the last-mile problem and connect more residents to transit options



Reduce congestion and over-reliance on cars



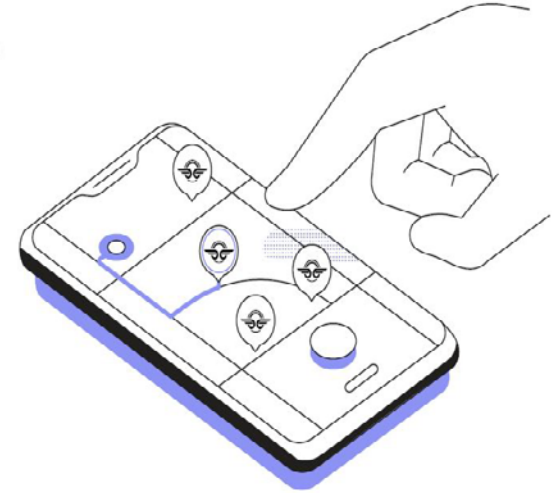
Improve air quality and reduce GHG emissions



Improve the overall quality of life in cities

How it works.

Through the Bird smartphone app, riders can see the closest Bird scooter on a map, unlock it, complete the safety tutorial and ride directly to their desired destination. It costs \$1 to start, then a per minute fee.



- 1 FIND BIRDS ON THE MAP
- 2 SCAN QR TO BEGIN RIDE
- 3 WATCH SAFETY TUTORIAL
- 4 ENJOY THE RIDE!

Bird's Impact to the Community

Prioritizing safety, first.

Bird partners with cities across the globe to develop programs that maximize the positive impact of micro-mobility.

Starting with less cars on the road

By replacing car trips with convenient options, like Bird, we can remove the biggest safety hazards from the road and make our cities safer today.



Bird leads the industry in safety.

Safety is deeply embedded across all components of our business- from our policy and operations; to our community education and engagement; to our industry leading vehicle design.

One sustainable ride at a time.

Bird's custom vehicles are the most durable micro-mobility options on the road today. Each Bird One and Bird Two on the road today represents:

 **18+ months**
OF SUSTAINABLE RIDES

 **1,500 pounds**
OF CO2 AVOIDED

Bolstering the local economy.

 **58%**

of Bird rides ending at local businesses helping connect shops and restaurants with riders in their community.

 **9X**

increase in the reach of transit stations expanding the mobility and job opportunities of more residents.

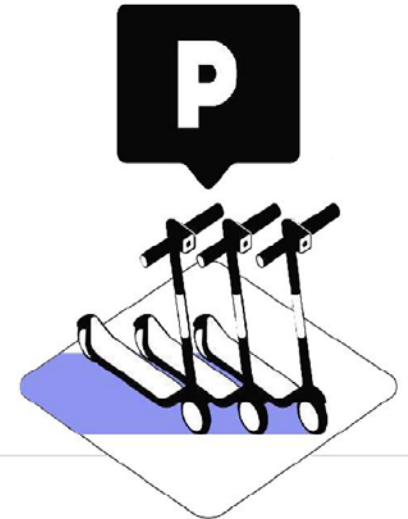
 **2.5M**

in annual take-home pay for every 1,000 Birds in a city

THE BIRD LOCAL ADVANTAGE:

By Locals, For Locals

When Bird comes to town, we work with a local entrepreneur from the community to manage the fleet on the ground. They make money on every ride taken on the scooters that they manage. We provide the tools, operational experience and technology to help them be successful; and they provide the local pride, knowledge and expertise to cater the program to the community.



Innovative Solutions

Leading the way on innovative solutions for cities

Bird is committed to working with cities to manage and maximize the positive impact of our partnerships. That's why we've developed industry-leading technology to measure, innovate, and improve both our fleet and our reporting. Here's just a small sample of our offering for cities:

CUSTOM IN-APP EDUCATION

Bird riders are each shown a comprehensive education program that can be customized to address your city's chief concerns.

COMMUNITY-BASED REPORTING

Every member of your community can access community mode in the Bird app to submit complaints directly to our team for fast resolution.

LOCALIZED POLICY ZONES

Bird's geo-fencing technology allows us to implement no-ride zones, no-parking zones, and reduced-speed zones with custom messaging to increase safe riding.



PARKING MANAGEMENT

Bird offers a comprehensive suite of parking tools that bridges the gap between technology and infrastructure by both directing and incentivizing riders to park in city-designated areas.

INCENTIVES FOR HELMET USAGE

The Bird app encourages—and incentivizes—responsible riding. We even give out rewards to riders who take a #BirdHelmetSelfie, showing us that they wore a helmet on their ride.



INDUSTRY-LEADING VEHICLES

Bird's best-in-class teams create innovative new vehicles from the ground-up. From self-reporting damage sensors and tip detection to an industrial-grade anti-tipping kickstand, Bird offers the most advanced shared e-scooter on the road today.

PROGRAMS FOR EQUITABLE ACCESS

Our city dashboards provide customized information about how our partnership is helping to complement the city's mobility menu. In-depth data APIs provide cities with detailed and historical information on Bird operations and rider movement within their city.

CUSTOMIZED DASHBOARDS AND ROBUST APIS

Bird provides cities with easy-to-read dashboards and in-depth APIs so that cities understand how riders move around their city and how Bird is complementing the city's mobility menu.



Sustainable Transportation

SAFETY

More space. Less cars.

Scooters are naturally social distant

- 6 ft of personal space
- Single rider in open air
- Zero carbon emissions

Fewer cars = safer streets

- E-scooters have replaced millions of trips between fall of 2018 and spring of 2019
- During which time accidents fell by more than 50%

Safer streets for everyone

- Most riders prefer to use bike lanes
- Only 7% of riders want to ride on the sidewalk

Bird safety technology

- Selective geo-speed limiting
- Warm Up Mode for new riders
- Community Mode parking compliance



AFFORDABILITY

Fair and flexible.

Cheaper than ride hail

- 50% less than that of a cab or ride-hailing trip
- 57% of riders surveyed in Santa Monica reduced ride-hail services in favor of e-scooters

Local rider discounts

- Loyalty programs for repeat riders
- Ride passes
- Discounts and coupons

City-led cost relief

- Reduce or remove fees
- Support outreach programs to increase access
- Subsidize the cost of rides

RELIABILITY

Here when you need it.

Safer for women

- 29% of women said they don't take public transit late night (vs. 8% for men) for safety reasons with a cost burden that falls heaviest on woman caregivers

Higher accountability

- Limited operators leads to greater dependability and more transparency

Durable vehicle design

- Steel-reinforced aluminum frame
- Semi-solid tires that never go flat
- Average lifespan of at least 18 months

CONVENIENCE

Ideal for last mile.

Fast and easy

- Scooters can be deployed and ridden anywhere

Extends access to transit

- Scooters extend the transit access shed 9x by extending the 15-minute travel radius from 0.5 miles to 1.5 miles

Rides grew 5X in Los Angeles

- During the temporary closures Expo Line in 2019



Next Steps

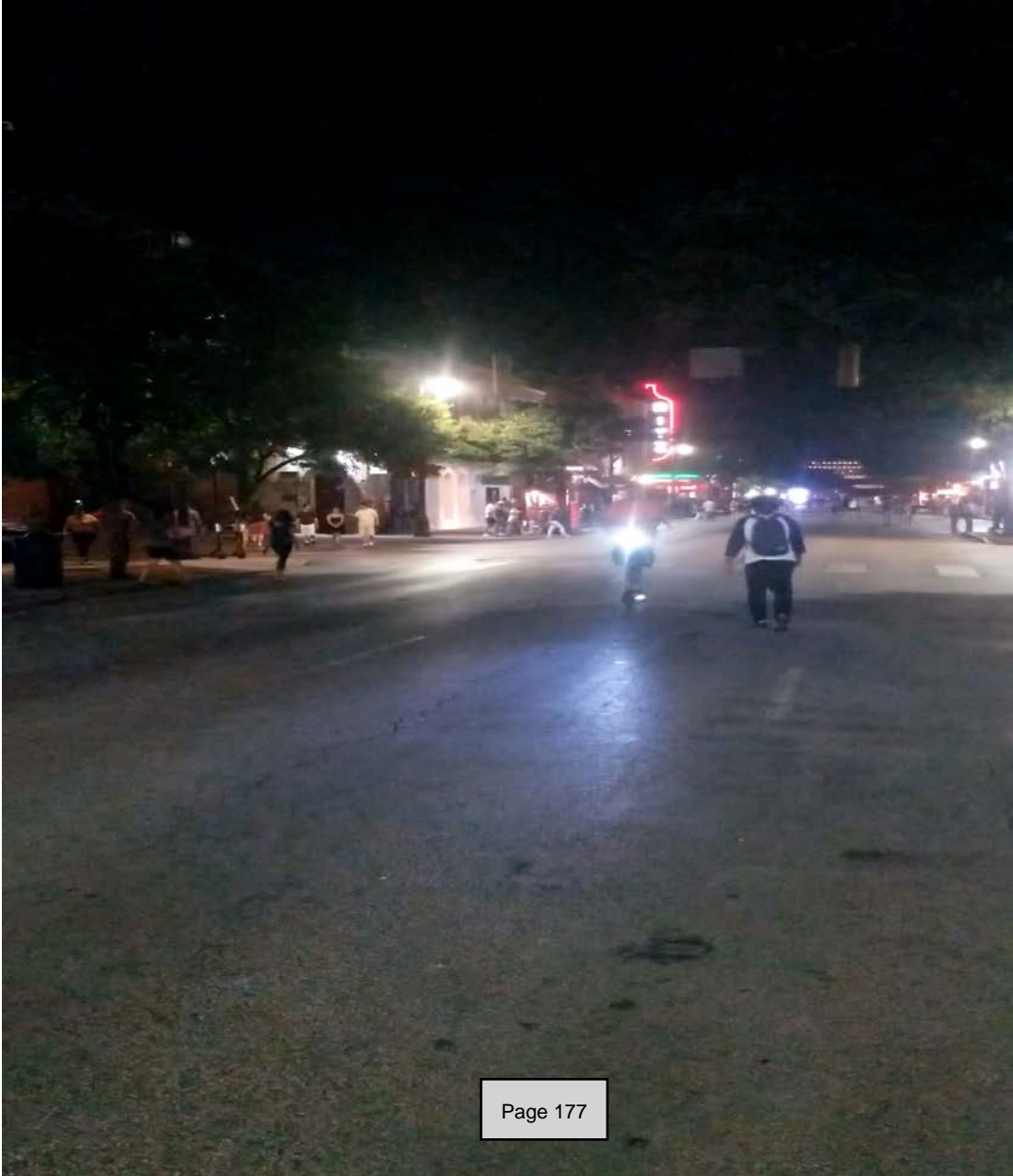
- Staff will work with City Attorney to finalize Operating Agreement with Bird
- Staff will discuss logistics on distribution of electric scooters in strategic City locations
- Staff will create a marketing strategy to inform residents of arrival of Bird and education on safety measures



Item 23.



Question/Comments





STAFF REPORT
3/24/2021

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Coachella Canna Club Project

SPECIFICS:

- a) Resolution No. 2021-24 approving Conditional Use Permit No. 330 that proposes to establish a 7170 square foot retail cannabis business and consumption lounge within the existing building located at 46156 Dillon Road; and Conditional Use Permit No. 331 that proposes to modify the interior of the existing building to create a commercial kitchen and take-out window with outside seating (Chick Next Door) located at 46-156 Dillon Road.
- b) Ordinance No. 1178 approving Change of Zone No. 20-04 that proposes to add the Retail Cannabis Overlay zone (R-C) to the existing C-G (General Commercial) Zone on the project site.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Coachella Canna Club project by taking the following actions:

- 1) Adopt Resolution No. 2021-24 approving Conditional Use Permit No. 330 that proposes to establish a 7170 square foot retail cannabis business and consumption lounge and Conditional Use Permit No. 331 that proposes to modify the interior of the existing building to create a commercial kitchen and take out window (Chick Next Door) along with outside seating; and,
- 2) Introduce for the 1st Reading, by title only, Ordinance No. 1178 approving Change of Zone 20-04 that proposes to add the Retail Cannabis Overlay Zone (R-C) to the property located at 46156 Dillon Road.

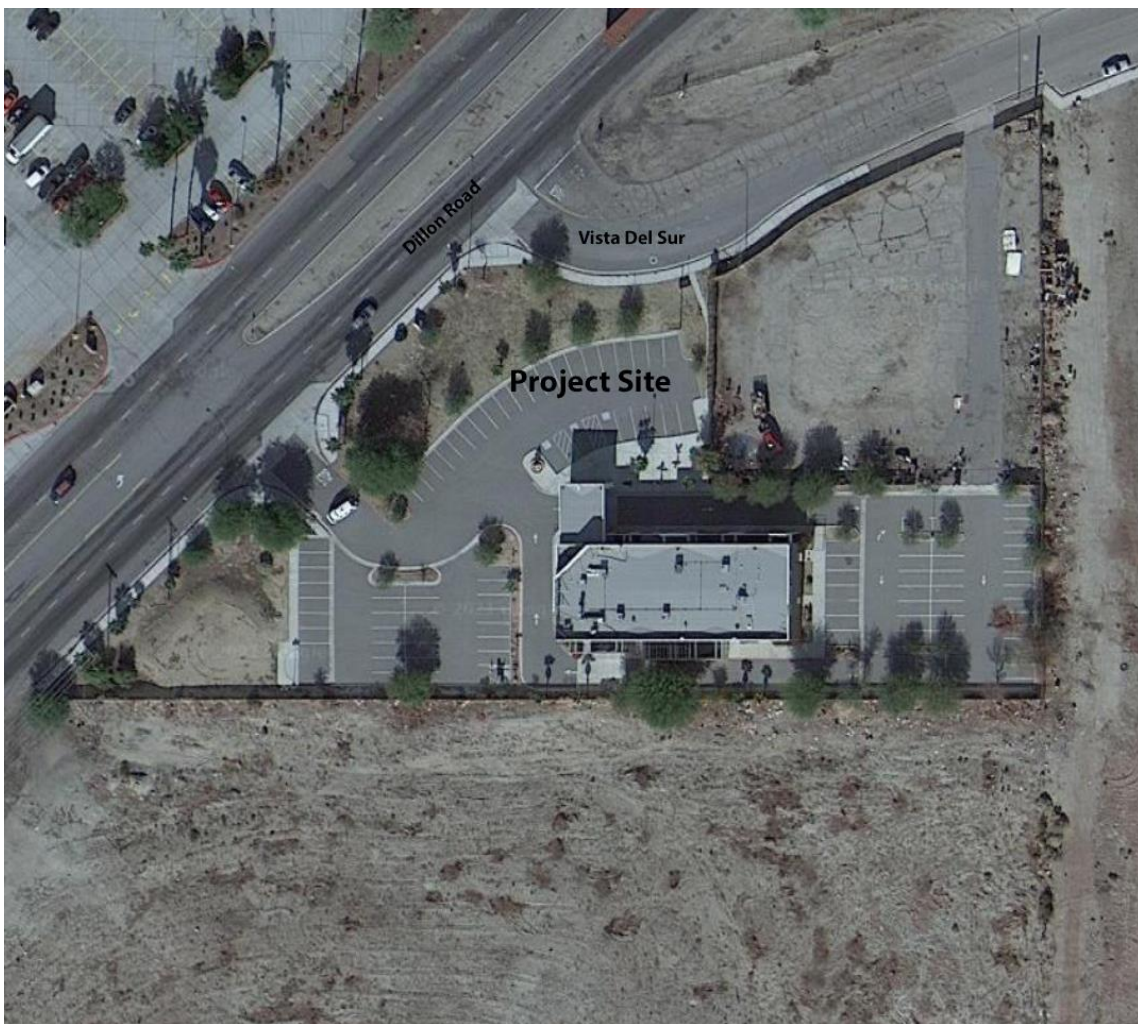
EXECUTIVE SUMMARY:

The Coachella Canna Club Project consists of two conditional use permits and a change of zone. The Project is proposing to convert the existing building located 46156 Dillon Road that, for the past 15 years, has been used for sexually oriented businesses and a restaurant/nightclub into a retail cannabis business that includes two consumption lounges and a fast food commercial kitchen

including a take-out window and outdoor seating area described in more detail as follows: Conditional Use Permit No. 330 proposes to establish a 7170 square foot retail cannabis business and consumption lounge; Conditional Use Permit No. 331 proposes to modify the interior of the existing building to create a take-out restaurant (Chick Next Door) along with outside seating; and Change of Zone 20-04 proposes to add the Retail Cannabis Overlay Zone (RC) to the property located at 46156 Dillon Road.

BACKGROUND:

The above referenced applications are proposed on a 1.9-acre site located east of Dillon Road and south of Vista Del Sur as shown on the aerial photograph below. The address of the project site is 46156 Dillon Road.



The photographs below were taken in 2019. The first photograph was taken from Vista Del Sur and shows the north side of the existing building, the landscaped areas and the parking lot. As shown on the photograph, the site contains an existing building that was originally constructed in 2005 and given final occupancy permits by the City in January 2006.



The photograph below was taken from Dillon Road and illustrates the west side of the building, driveway access to the site off Dillon Road and the existing on-site landscaping.



History of the Project Site

According to building permit records, (see attachment 4) the Seventh Heaven Club Gentlemen's Club began construction of the building in 2005 and was granted final occupancy permits in January 2006. Various other sexually oriented businesses and a restaurant/nightclub (Culichi Town) occupied the project site from January 2006 through September 2019. The most recent tenant was the Chicas Gentlemen's Club that occupied the building from March 2018 to September 2019. The building has been vacant since September 2019.

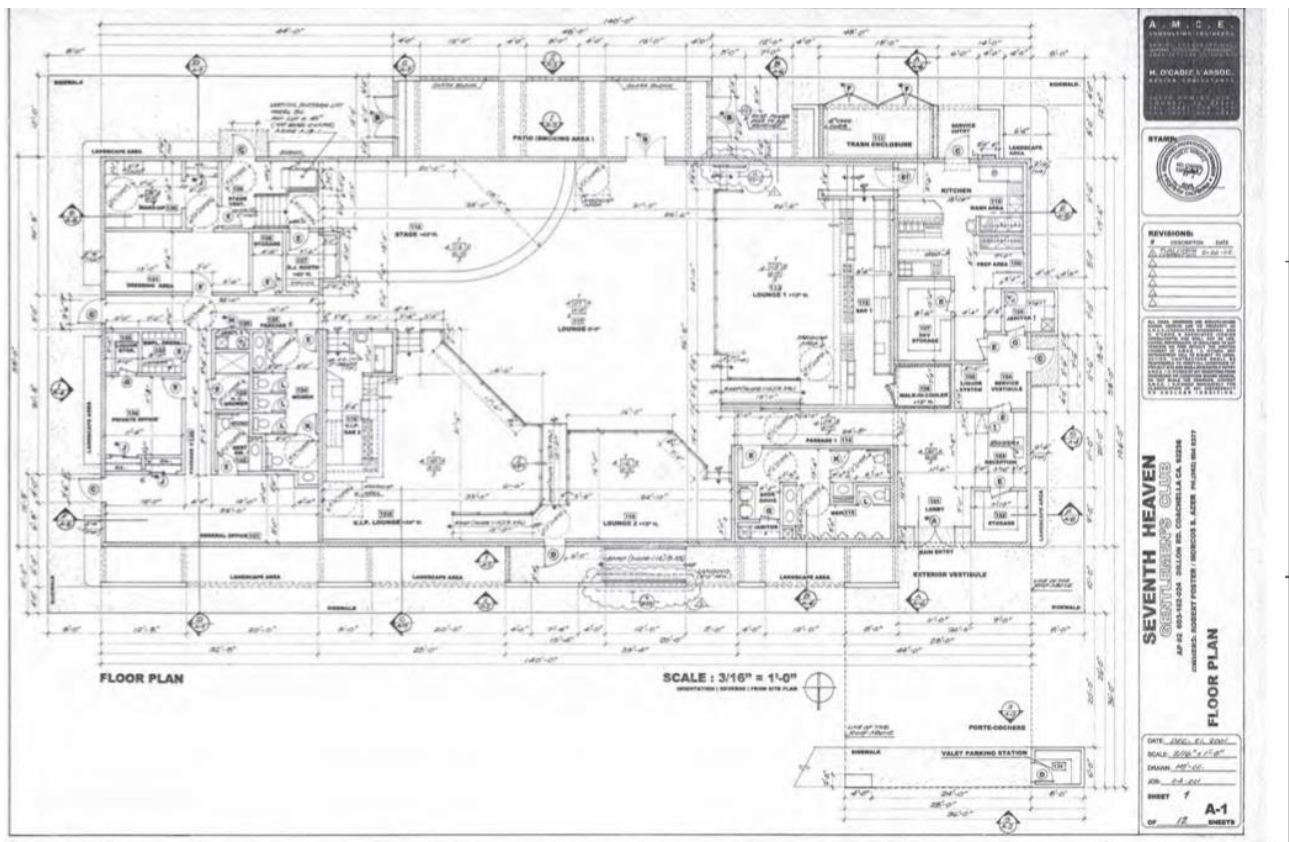
The existing building, the 105 space parking lot and landscaped areas are consistent with the plans

that were approved in 2018 when Chicas Gentlemen’s Club was granted approval to operate the project site as a sexually oriented business.

Overview of the Coachella Canna Club Project: CUP 330 and CUP 331 and CZ 20-04

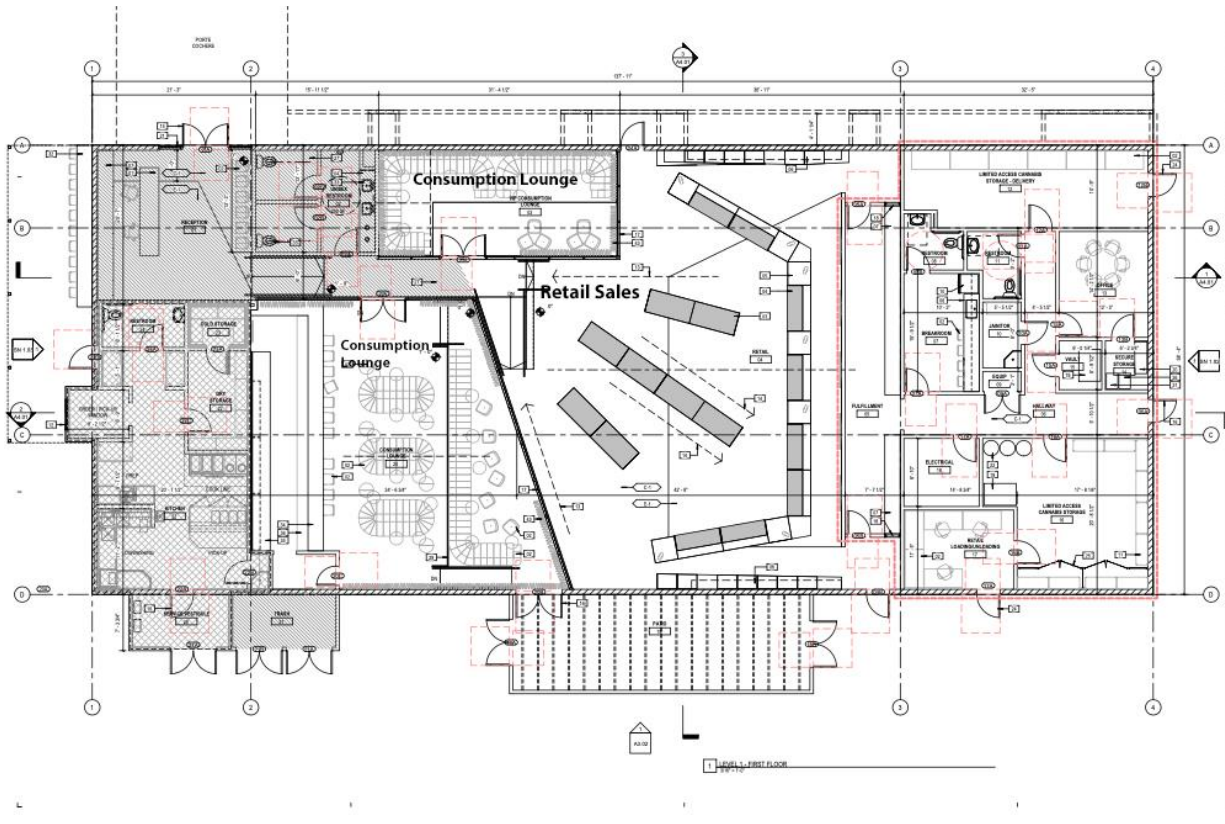
The Coachella Canna Club Project proposes to establish the following on the Project site:

CUP 330 proposes to establish a 7170 square foot retail cannabis business and consumption lounge within the existing building. Plans include modifications to interior partitions, doors and millworks, removal of grid ceilings and the installation of new ceilings and glass partitions. New plumbing fixtures will be installed, and mechanical and electrical systems will be brought up to current codes. A copy of the existing building floor plan is illustrated below.

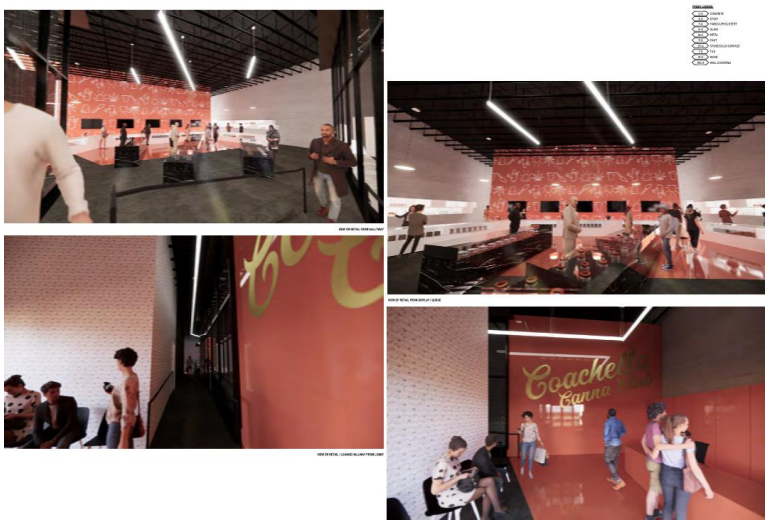


EXISTING CONDITIONS - BY OTHERS / FOR REFERENCE ONLY

A copy of the proposed interior floor plan of the building is attached below and includes a retail sales area with two separate consumption lounge areas within the business.



Artist renderings of the retail sales area and consumption lounges are illustrated below.





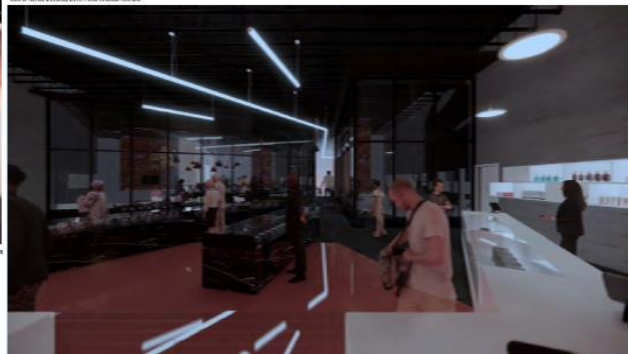
VIEW OF LOUNGE FROM SOUTH



VIEW OF LOUNGE FROM SOUTH



VIEW OF RETAIL & LOUNGE FROM SOUTH SIDE



- FINISH LEGEND
- 1. CONCRETE
 - 2. PAINT
 - 3. FABRIC/UPHOLSTERY
 - 4. GLASS
 - 5. METAL
 - 6. WOOD
 - 7. STONE
 - 8. CERAMIC TILE
 - 9. WALL COVERING

Exterior work will include the painting of all exterior sides of the building as illustrated on the exhibits below:



VIEW FROM SOUTH



VIEW FROM SOUTH SIDE





CUP 331 proposes to create a commercial take-out kitchen and take-out window including an outside seating area on the west side of the existing building as illustrated on the exhibit below. A new awning over the proposed take-out window and outdoor seating area is also planned as shown below.

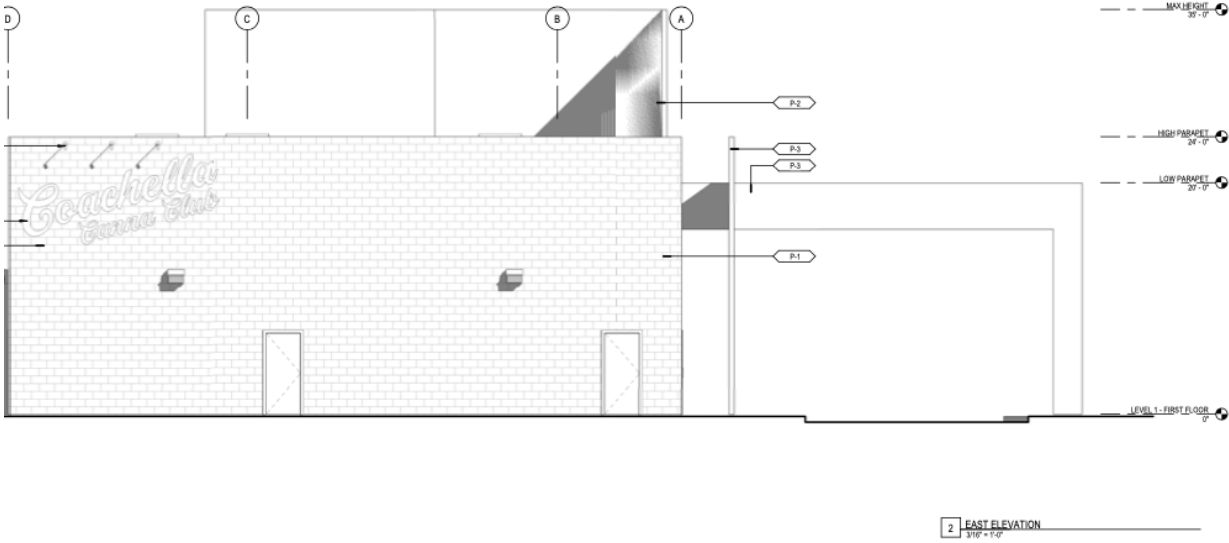


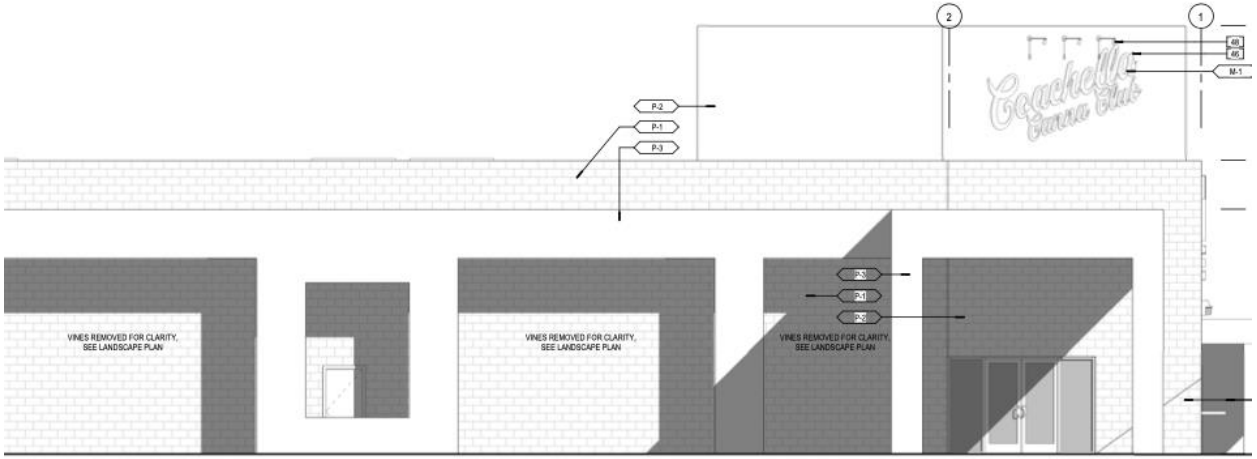
Change of Zone No. 20-04 proposes to add the Retail Cannabis (RC) Overlay Zone to the existing General Commercial (CG) Zone on the project site as illustrated on the exhibit below:



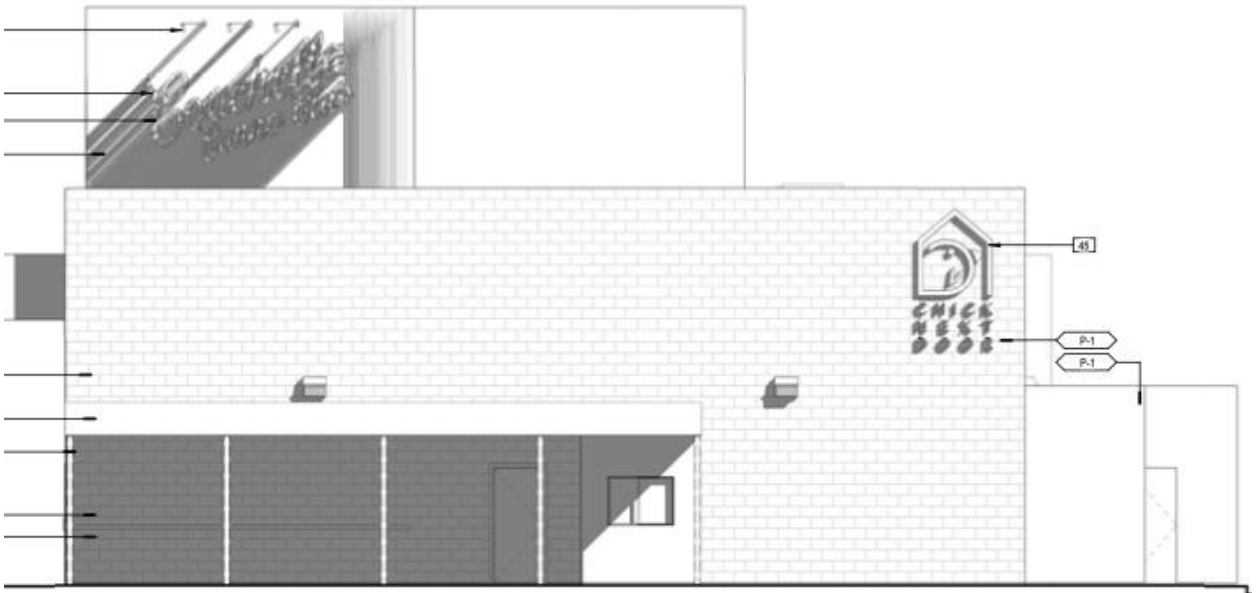
Signage

New wall signs will replace the existing wall signs located on the east, north and west sides of the building as shown below:





1 NORTH ELEVATION
3/16" = 1'-0"

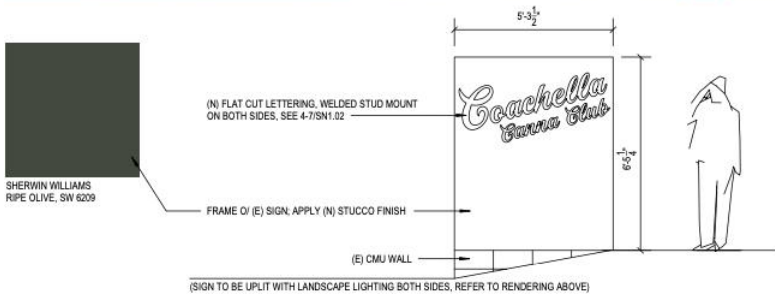


2 WEST ELEVATION
3/16" = 1'-0"

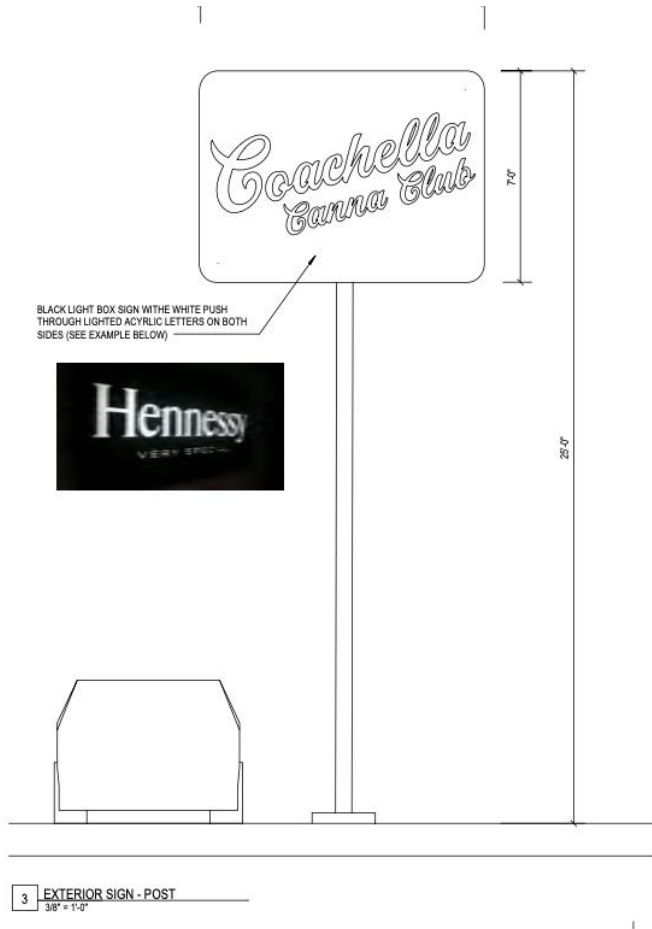
The Canna Club wall signs will be finished with a brass finish while the Chick Next Door wall sign will consist of extruded lit channel letters with an acrylic face and aluminum return as illustrated below:



New copy is proposed for the existing monument sign along Dillon Road as illustrated below.



A new 25-foot-high pole sign with 66.5 square foot of surface area will be constructed as shown below:



Landscaping

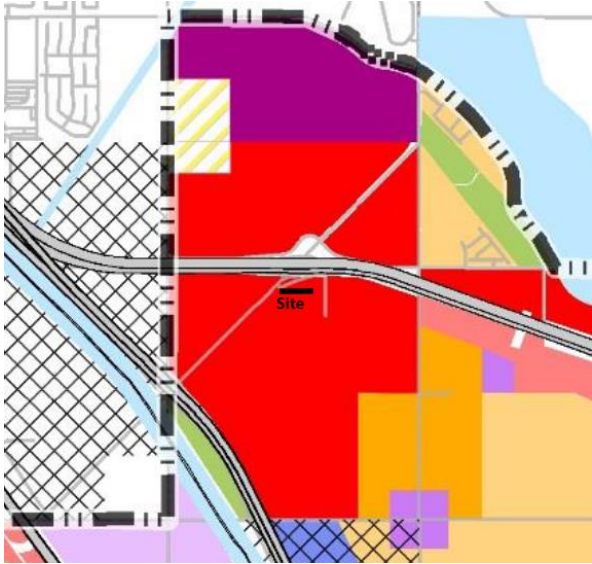
All existing landscaped areas will be upgraded to meet current City landscape requirements as shown on the exhibit below.



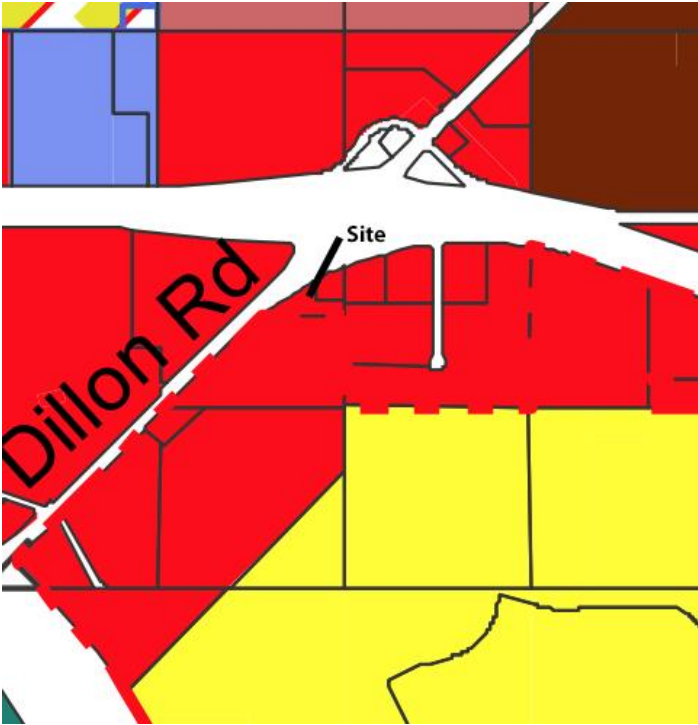
DISCUSSION/ANALYSIS:

Environmental Setting:

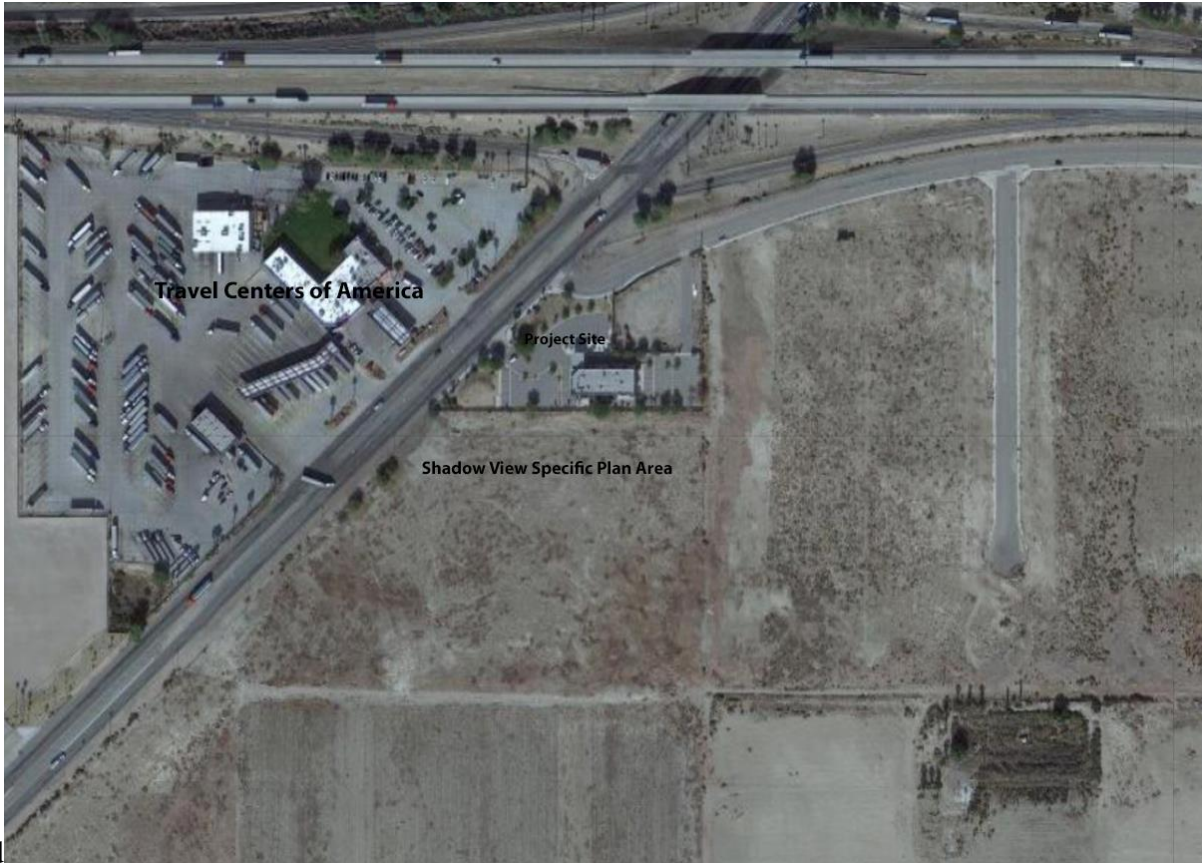
The site is designated Regional Retail District on the 2035 Coachella General Plan as illustrated on the exhibit below. Surrounding properties in all directions are also designated Regional Retail District on the 2035 Coachella General Plan.



The project site is zoned General Commercial (C-G) as illustrated on the exhibit below. Surrounding properties to the north, south, east and west are zoned C-G as well.



Surrounding land uses are illustrated on the aerial photograph below:



d

Property to the west across Dillon Road consists of the Travel Centers of America complex. Properties to the east, north and south are vacant. The approved Shadow View Specific Plan is located immediately south of the project site. The Shadow View Specific Plan designates that area as Planning Area 1 West which is planned for commercial/mixed use/high density overlay as illustrated on the exhibit below:



Consistency with the Coachella General Plan

The proposed project is within the Regional Retail District land use designation of the General Plan 2035 Land Use Element. The project is consistent with the development intensity permitted by the Regional Retail District land use category.

Consistency with the (CG-RC) General Commercial Zone with Retail Cannabis Overlay

The project is consistent with the development standards of the CG-RC, General Commercial-Retail Cannabis Overlay Zone.

Consistency with Chapter 17.84 (Retail Cannabis Businesses and Chapter 17.85 (Commercial Cannabis Activity)

The proposed project is consistent with the requirements of both Chapters 17.84 and Chapter 17.85 of the Coachella Municipal Code.

ENVIRONMENTAL REVIEW:

The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, (Class 1) Existing Facilities, of the CEQA guidelines that provides an exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use including interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances. CUP 330 CUP 331 and Change of Zone 20-04 meet the criteria for a Section 15301, Class 1 CEQA exemption.

ALTERNATIVES:

- 1) Approve Conditional Use Permit No. 330, Conditional Use Permit 331 and CZ 20-04 with the findings and conditions as recommended by Staff.
- 2) Deny Conditional Use Permit No. 330, 331 and CZ 20-04.
- 3) Continue these items and provide staff and the applicant with direction.

FISCAL IMPACT:

None.

RECOMMENDED ALTERNATIVE(S):

It is staff's recommendation that the City Council open the public hearing and allow input from all proponents and opponents of the proposed project. Because the proposed Projects are in conformance with the City's General Plan and the proposed uses would be consistent with the Municipal Code and compatible with the surrounding uses in the area, it is staff's recommendation that the proposed project be approved by taking the following actions:

1. Motion to adopt Resolution No. 2021-24 approving Conditional Use Permit No. 330 and Conditional Use Permit 331 with the findings and attached conditions of approval
2. Motion to adopt Ordinance No. 1178 approving Change of Zone 20-04 with the attached findings.

Attachments: Attachment No. 1: Resolution No. 2021-24 for CUP 330 and CUP 331
 Attachment No. 2: Ordinance No. 1178 approving Change of Zone 20-04
 Attachment No. 3: Exhibit A: Conditions of Approval for CUP 330 and CUP 331
 Attachment No. 4: Historical Building Permits
 Attachment No. 5: Architectural Exhibits
 Attachment No. 6: Correspondence

RESOLUTION NO. 2021-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CONDITIONAL USE PERMITS 330 AND 331. CONDITIONAL USE PERMIT NO. 330 PROPOSES A RETAIL CANNABIS BUSINESS AND CONSUMPTION LOUNGE AND CONDITIONAL USE PERMIT NO. 331 PROPOSES A COMMERCIAL KITCHEN, TAKE OUT WINDOW AND OUTSIDE SEATING AREA; THE TWO CONDITONAL USE APPLICATIONS WILL MODIFY THE INTERIOR AND EXTERIOR OF THE EXISTING BUILDING AND WILL MAKE IMPROVEMENTS TO THE EXISTING LANDSCAPED AREAS AND PARKING LOT; LOCATED AT 46156 DILLON ROAD; COACHELLA CAN LLC-ARMEN PARONYAN, APPLICANT.

WHEREAS Armen Paronyan (on behalf of Coachella Canna Club) filed an application for Conditional Use Permit 330 and Conditional Use Permit 331 that proposes the following: Conditional Use Permit 330 proposes to establish a 7,170 square foot retail cannabis business and consumption lounge. Work will include revisions to interior partitions, doors and millwork and removal of grid ceilings and the installation of new ceilings and glass partitions. New plumbing fixtures will be installed, and all existing mechanical and electrical systems will be brought up to current codes. Exterior work will include the painting of all elevations, new awnings, replacement of all signage, a new post mount sign as well as new all mounted wall-illuminated signage and planting and earthwork upgrades to current City ordinances. Conditional Use Permit 331 proposes to modify the interior of the existing building to create an outdoor take-out restaurant with service window with outdoor seating, including a remodeled indoor commercial kitchen and restrooms. All mechanical and electrical systems will be brought up to current codes. Exterior improvements will include a new wall mounted self-illuminated sign; Assessor's Parcel No. 603-102-024; and,

WHEREAS the Planning Commission conducted a duly noticed public hearing on Conditional Use Permit No. 330 and Conditional Use Permit 331 on March 3, 2021 at the Coachella Permit Center, 53-990 Enterprise Way, Coachella, California; and,

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

WHEREAS, the Project is permitted pursuant to Chapter 17.38 of the Coachella Municipal Code, and the attendant applications for Conditional Use Permits 330 and to allow the Project; and,

WHEREAS the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City's General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

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

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

WHEREAS, the proposed project is exempt from the California Environmental Quality Act, as amended; and,

WHEREAS the conditions as stipulated by the City are necessary to protect the public health,

safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby approve Conditional Use Permit No. 330 and Conditional Use Permit 331 subject to the findings listed below and the attached Conditions of Approval for the Coachella Canna Club Project (CUP 330 and CUP 331) (contained in “Exhibit A” and made a part herein).

Findings for Conditional Use Permit No. 330 and Conditional Use Permit 331

1. The Conditional Use Permits are consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Regional Retail District land use designation that allows for the proposed developments. The proposed uses on the site are in keeping with the policies of the Regional Retail District land use classification and the Project is internally consistent with other General Plan policies for this type of development.
2. The Projects are in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The site plan for CUP 330 proposes to establish a 7170 square foot retail cannabis business and consumption lounge within the existing building. Conditional Use Permit 331 proposes to modify the interior of the existing building to create a take-out commercial kitchen, take out window and outdoor seating area. The project site is located on approximately 1.9 acres at 46156 Dillon Road. The Projects comply with the applicable CG-RC (General Commercial-Retail Cannabis Overlay Zone) zoning standards as proposed and with Chapter 17.84 and 17.85 of the Coachella Municipal Code regarding Retail Cannabis Businesses and Commercial Cannabis Activity.
3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The Project site is within the Regional Retail District land use designation of the City’s general plan. This category provides for a broad spectrum of commercial land uses. The proposed uses are compatible with existing adjacent and proposed land uses.
4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project propose a retail cannabis business and consumption lounge and a take-out commercial kitchen that is permitted in the C-G (General Commercial) zone pursuant to the approved Conditional Use Permits. Surrounding properties to the project site include commercial land uses and vacant properties that are planned for commercial land uses. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of existing land uses and future development.

The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301-(Class 1) Existing Facilities of the CEQA guidelines that provides an exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use including interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances. CUP 330 CUP 331 meet the criteria for a Section 1530-Class 1 CEQA exemption.

PASSED APPROVED and ADOPTED this 24th day of March 2021.

Stephen A. Hernandez, Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-24 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 24th day of March 2021 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk

ORDINANCE NO. 1178

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE 20-04 THAT PROPOSES TO ADD THE RETAIL CANNABIS OVERLAY ZONE (RC) TO THE EXISTING GENERAL COMMERCIAL ZONE (C-G) ON PROPERTY LOCATED AT 46-156 DILLON ROAD; COACHELLA CAN LLC-ARMEN PARONYAN, APPLICANT.

WHEREAS, Armen Paronyan (on behalf of Coachella Can, LLC) filed an application for Change of Zone 20-04 on property located at 46-156 Dillon Road, and attendant applications Conditional Use Permit 330 and 331, Assessor's Parcel No. 603-102-024 ("Project"); and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing on Change of Zone 20-04 and CUP 330 and CUP 331 on March 3, 2021 at the Coachella Permit Center, 53-990 Enterprise Way, Coachella, California and recommended that the City Council approve Change of Zone 20-04 and CUP 330 and CUP 331; and,

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

WHEREAS, the Project is permitted pursuant to Chapter 17.47 of the Coachella Municipal Code, and the attendant applications for a Conditional Use Permit to allow the Project; and,

WHEREAS, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City's General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

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

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

WHEREAS, the Project is exempt from the provisions of the California Environmental Quality Act, as amended; and,

WHEREAS, the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community.

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

Section 1. That the City of Coachella Official Zoning Map be amended as shown

on the attached Change of Zone 20-04 map marked “Exhibit A” from C-G (General Commercial) to CG-RC (General Commercial with the Retail Cannabis Overlay zone) on property located at 46156 Dillon Road, with the findings listed below:

Findings for Change of Zone 20-04:

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Regional Retail District land use designation that allows for the proposed development. The proposed change of zone is in keeping with the policies of the Regional Retail District land use classification and the Project is internally consistent with other General Plan policies for this type of development.
2. The Project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The site plan proposes a cannabis retail business, consumption lounge, commercial kitchen and take out window. The Project complies with applicable C-G (General Commercial) and Section 17.47.020 property development standards as proposed.
3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The proposed change of zone is compatible with existing surrounding land uses that include commercial land uses.
4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project propose a cannabis business that is permitted in the C-G (General Commercial) zone pursuant approved Conditional Use Permits. Surrounding properties to the project site include commercial and vacant land uses. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development.
5. The Project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15303 (C) that exempts the conversion of existing small structures from one use to another where only minor modifications are made to the interior and exterior of the structure.

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

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

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

ORDINANCE PASSED APPROVED and ADOPTED this ___th day of _____ 2021.

Steven A. Hernandez, Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

I, Angela M. Zepeda, City Clerk, City of Coachella, California, certify that the foregoing Ordinance No.1178 was adopted by the City Council at a regular meeting held on the ___th day of _____ 2021, by the following roll call vote:

AYES:

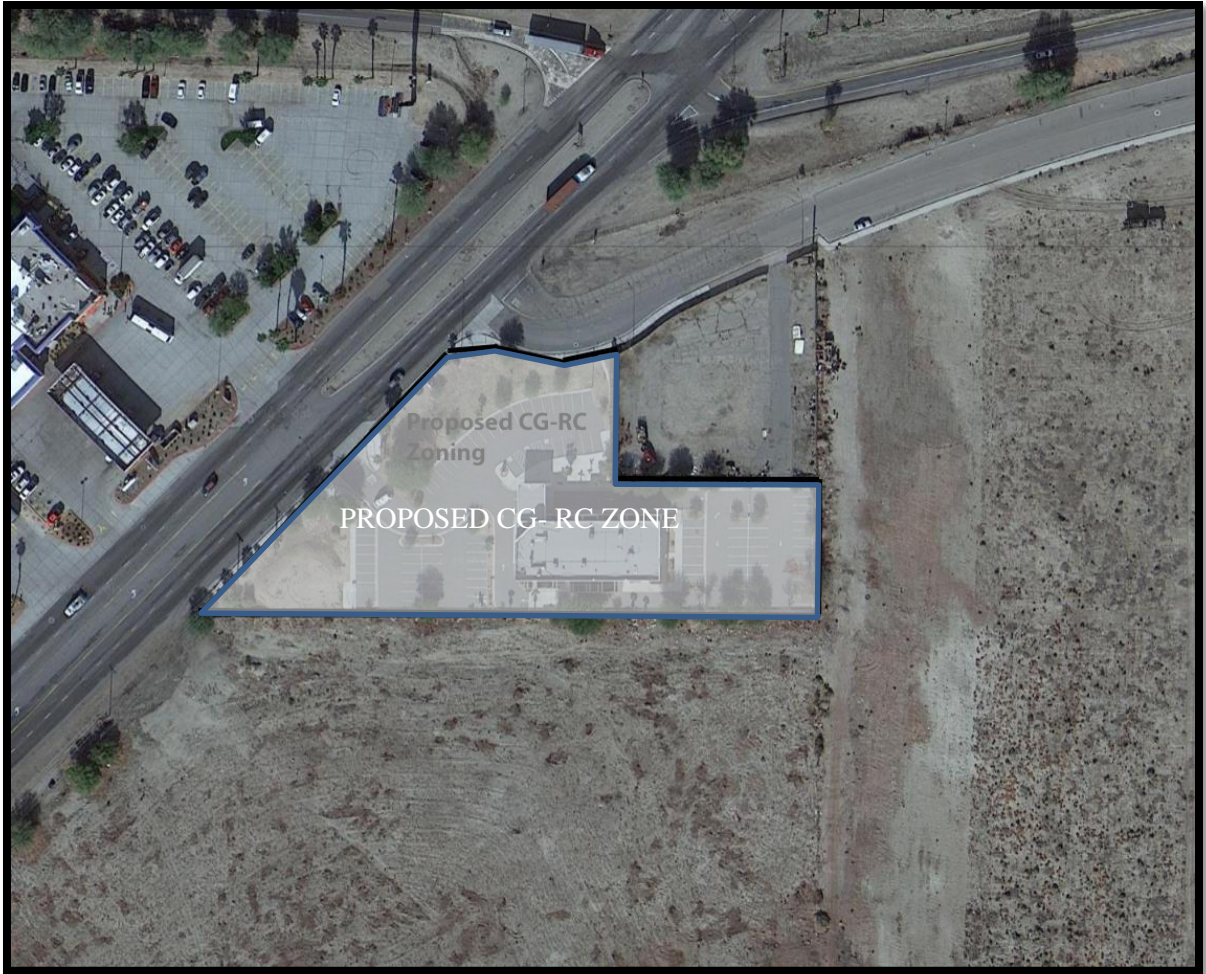
NOES:

ABSENT:

ABSTAIN:

Angela M. Zepeda, City Clerk

Exhibit A
Change of Zone 20-04



“EXHIBIT A”

CONDITIONS OF APPROVAL FOR CUP 330, THE COACHELLA CANNA CLUB RETAIL CANNABIS BUSINESS AND CONSUMPTION LOUNGE AND FOR CUP 331 FOR A COMMERCIAL KITCHEN WITH TAKE-OUT RESTAURANT WINDOW AND OUTDOOR SEATING

General Conditions

1. Conditional Use Permit No. 330 and Conditional Use Permit 331 are contingent upon City Council approval and adoption of the attendant Change of Zone 20-04 application. Conditional Use Permit No. 330 hereby approves the establishment of a 7170 square foot retail cannabis business and consumption lounge located in the existing building at 46-156 Dillon Road. Conditional Use Permit No. 331 hereby approves the establishment of a commercial kitchen and take-out window along with outside seating at 46-156 Dillon Road.
2. The Applicant shall secure building permits for all tenant improvements for the businesses through the City’s Building Division and the Riverside County Fire Marshal’s office prior to the commencement of business activities. Hours of operation for the retail cannabis business (CUP 330) shall be from 9:00 am to 10:00 pm daily, unless otherwise restricted by the State of California. The Chick Next Door fast-food restaurant take out window (CUP 331) shall close at 10:00 pm daily. The owner shall procure a City Cannabis Regulatory Permit and a State License prior to commencement of business activities.
3. Conditional Use Permit No. 330 and Conditional Use Permit No. 331 shall be valid for 12 months from the effective date of said City Council approvals unless the applicant requests an extension of time and granted by the Planning Commission. Issuance of building permits and pursuit of construction will vest the Conditional Use Permits.
4. Construction plans for tenant improvements shall be in conformance with construction drawings and landscaping plans designed in accordance with the Coachella Canna Club Retail Cannabis Business and the proposed commercial kitchen/take out window/outside seating area and the conditions of approval imposed below:
 - a. All exterior building materials and colors shall substantially match the exhibits submitted with the Coachella Canna Club Development applications.
 - b. All fencing or garden walls shall be subject to issuance of a separate building permit by the City Building Division.
 - c. All parking lot lighting for the Project shall be consistent with the architectural design exhibits of the Project, as approved by the Development Services Director.
 - d. All masonry/wrought iron perimeter walls and garden walls shall be consistent with the submitted plans, subject to review by the Development Services Director, and subject to the City’s Building Codes.

5. All plans, as shown, are considered “conceptual,” subject to revisions as called out by the conditions of this resolution. The plans shall not be stamp-approved until all conditions requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance with this approval, will require an amendment to the approval of the conditional use permits, including architectural features, materials and site layout.
6. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the adopted U.B.C., U.P.C., U.M.C., N.E.C., including all requirements of the South Coast Air Quality Management District, the Riverside County Fire Department and any requirements by any other agency having jurisdiction on the project.
7. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.
8. All plan submittals are the responsibility of the developer; this includes plan submittals to the City of Coachella, the Riverside County Fire Department or to other agencies for whom plan review and approval is required.
9. Final occupancy of the commercial kitchen/take out window/outside seating area (CUP 331) is contingent on the occupancy the retail cannabis business and consumption lounge (CUP 330). Under no circumstance is the retail business to open and/or operate without the commercial kitchen/take out window/outside seating area open and operating.
10. Prior to the issuance of building permits, grading or construction, the following mitigation measures shall be implemented:
 - a) In the event any onsite structures are demolished, an asbestos inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. The inspection shall include, but not be limited to

visual inspection, sampling, and laboratory analysis for the presence of asbestos products, including asbestos-containing material (ACM) and asbestos-containing construction material (ACCM). Polarized Light Microscopy and other methods consistent with the US EOA 600 method shall be applied to this investigation. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.

- b) In the event any onsite structures are demolished, a lead-based paint inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. Inspections shall be carried out in accordance with US Department of Housing and Urban Development (HUD) guidelines, as well as OSHA Lead Exposure in Construction, Code of Federal Regulations, Title 29, Section 1926. The inspection shall include, but not be limited to visual inspection, sampling, and analysis of materials suspected of containing lead paint or other lead-based materials and coatings. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.
- c) Prior to the start of any activity that might disturb materials potentially containing asbestos, lead, and/or other hazardous or potentially hazardous materials, a qualified and licensed contractor shall be hired to complete necessary abatement procedures. All demolition and other project related actions that might potentially disturb hazardous materials shall be performed by properly trained and qualified personnel. Remediation actions are expected to include but will not be limited to the following:
 1. Each part of the building from which asbestos is being removed shall, as appropriate, be sealed off in order to prevent contamination of the other area. Methods of area containment may include polyethylene film, duct tape, negative air pressure machines and other appropriate means depending on the type of asbestos materials encountered.
 2. Specially designed vacuum cleaners that are designed for asbestos containment (class H) can be safely used when cleaning up during and after asbestos removal.
 3. Removed asbestos and materials with embedded or coated with asbestos shall, as appropriate, be double wrapped in plastic and driven to a landfill.
- d) If surficial or buried materials within the project site are found to contain potentially hazardous materials (such as: asbestos-containing material, lead-based paint, and mercury or PCB-containing material) such materials shall be removed properly prior to any further site disturbance in the affected area, and disposed of at appropriate landfills or recycled, in accordance with the regulatory guidance provided in California Code of Regulation (CCR) and following the requirements of the Universal Waste Rule (40 CFR part 9).
- e) During project construction and implementation, the handling, storage, transport, and

disposal of all chemicals, including herbicides and pesticides, runoff, hazardous material and waste used on, or at, the project site, shall be in accordance with applicable local, state, and federal regulations.

- f) Vapor Encroachment Screening shall be conducted in accordance with the ASTM Standard E2600-10 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions to identify the likelihood of migrating vapors to encroach on the subject property, thereby creating a Vapor Encroachment Condition (VEC). A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of building permits.
- g) A vapor intrusion risk evaluation shall be conducted in accordance with most recent version of the CalEPA Department of Toxic Substances Control's "Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air" to identify the likelihood of vapor intrusion into future buildings and potential impacts on indoor air quality. A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of grading and building permits.
- h) The applicant shall provide the City with copies of permits required by the South Coast Air Quality Management District, or a written confirmation that no permits are necessary.
- i) The applicant shall satisfy all requirements of the Fire Department relating to construction, operation, and emergency response. No building permits shall be issued, and no occupancy of the buildings shall be permitted prior to written approval by the Fire Department.

Engineering – Grading and Drainage:

- 11. Site access improvements shall be in conformance with the requirements of Title 24 of the California Administrative Code. This shall include access ramps for off-site and on-site streets as required.
- 12. If the applicant is planning to build a wall(s), separate permits shall be required for wall construction. The maximum height of any wall shall be limited to six (6) feet as measured from an average of the ground elevations on either side.

Engineering – Street Improvements:

- 13. Applicant shall construct all off-site and on-site improvements including street pavement, curb, gutter, sidewalk, street trees, perimeter walls, perimeter landscaping and irrigation, storm drain, street lights, and any other incidental works necessary to complete the

improvements. Driveways shall conform to City of Coachella standards for commercial driveways with a minimum width of 24.00 feet and curbed radius entrances.

14. Applicant shall obtain an encroachment permit for any improvements constructed within public right-of-way including alleys.

Engineering-Sewer and Water Improvements

15. Sewer & Water Improvement Plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check and City Engineer approval.
16. Applicant shall construct all off-site and on-site water improvements and any other incidental works necessary to complete the improvements

Engineering – General:

17. The developer shall submit a Fugitive Dust Control and Erosion Control plan in accordance with Guidelines set forth by CMC and SCAQMD to maintain wind and drainage erosion and dust control for all areas disturbed by grading. Exact method(s) of such control shall be subject to review and approval by the City Engineer. No sediment is to leave the site. Additional securities, in bond form, in amount of \$2,000.00 per acre of gross area, and a one-time cash deposit of \$2,000.00 are required to insure compliance with this requirement. No work may be started on or off site unless the PM-10 plan has been approved, the original plans, and executed dust control agreement, are filed in the engineering department at the City of Coachella.
18. The applicant shall pay all necessary plan check, permit and inspection fees. Fees will be determined when plans are submitted to the City Engineering Department for plan check.
19. If applicable, Applicant shall comply with the valley wide NPDES permit requirements including but not limited to submittal of a Preliminary WQMP for plan review accompanied by a \$3,000 plan check deposit and a Final WQMP for final approval including executed maintenance agreement. All unused plan check fees will be refunded to the applicant upon approval of the Final WQMP.

Engineering – Completion:

20. "As-built" plans shall be submitted to and approved by the City Engineer prior to acceptance of the improvements by the City. All off-site and on-site improvements shall be completed to the City Engineer prior to acceptance of improvements for maintenance by the City.

21. Prior to issuance to of certificate of occupancy, all public improvements, including landscaping and lighting of the retention basin, and landscaped areas along the exterior streets, shall be completed to the satisfaction of the City Engineer

Environmental Compliance:

22. The applicant shall comply with the following items prior to issuance of building permits:
 - a) Facility will be required to submit detailed plumbing plans for water and sewer
 - b) Facility will be required to submit a fixture count worksheet to determine additional loading
 - c) Facility will be required to verify condition of existing or install a grease interceptor device
 - d) Facility will be required to submit a wastewater survey for all food service establishments
23. Prior to the issuance of a building permit, the applicant shall pay all Development Fees to the City; including outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to the Development Services Department prior to permit issuance.
24. The applicant shall be responsible for paying all applicable development and processing (plan check, inspection, etc.) fees associated with this project.
25. The applicant shall pay all required water connection fees.

Desert Sands Unified School District

26. The Desert Sands Unified School District is authorized by the State Legislature to levy developer fee on commercial development. The Applicant or successor in interest shall pay fees in effect at the time of building permit issuance. The fees collected will be used to assist in the housing of students within the District.
27. The applicant shall obtain separate sign permits for all proposed on-site signs, including all wall, monument and pole signs.

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**



DATE: **02/05/2018**
PERMIT NO: **BL-2018-02-12675**

Item 24.

Inspection Request Require 24 Hour Notice
(760) 398-3002

USE ZONE:
OCCUPANCY: CONSTR TYPE: SQ FT:

Project Address: 46156 DILLON RD
COACHELLA CA 92236

Project Valuation: \$ 0.00
PARCEL #: 603102024
LOT #: 2
TRACT #: 0.00

Applicant's Name: WILLIAM GRIVAS
Owner's Name: WILLIAM GRIVAS
Owner's Address: PO BOX 2
CARDIFF CA 92236

Phone: (858) 436-7988
Fax:

Contractor's Name:
Contractor's Address:

Phone:
Fax:
Business Lic:
State Licence:
Contact Phone:

Contact Person:

Project Name:
Permit Type: MISCELLANEOUS BUILDING PERMIT
Description of Work: CHANGE OF OCCUPANCY/CHANGE OF USE TO NIGHTCLUB, ADULT ENTERTAINMENT UNDER
Condition: USE CLASSIFICATION B. REGARDING TEMPORARY CERTIFICATE OF OCCUPANCY TO BE 45

FEE(S):

BUILDING FEE \$256.00

TOTAL FEES: \$ 256.00

CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed *Application and Permit* and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

(Applicant Signature)

Building

Copy To Building 760 398 5421
Mr Lopez

Item 24.



CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES

DATE:
PERMIT NO:
USE ZONE:
OCCUPANCY: CONSTR TYPE: SQ FT:

INSPECTION REQUEST REQUIRE 24 HOUR NOTICE
(760) 398-3002

Project Address:
Dirección del Proyecto: 46156 Dillon Road

Project Valuation:
Evaluación del Proyecto: _____

Applicant's Name: William L. GRIVAS
Nombre del Solicitante:
Owner's Name: P.O. Box 2
Nombre del Propietario:
Owner's Address: Cardiff, CA 92007
Dirección del Propietario:

PARCEL#
LOT#:
TRACT#:
Phone Number:
Número de Telefono:

Fax: 858 436 7988
Fax:

Contractor's Name: OWNER
Nombre del Contratista:
Contractor's Address:
Dirección del Contratista:

Phone Number: 619 518 8633
Número de Telefono:
Fax:
Fax:

Contact Person:
Persona de Contacto

Bus Lic/Licencia:
State Lic/Licencia del Estado:
Contact Phone:
Telefono de Contacto:

Project Name/ Nombre del Proyecto:
Permit Type/ Tipo de Permiso:
Description of Work/ Descripción de los trabajos:
Condición/Condición:

45 DAY TEMPORARY COFO
Change of USE TO NIGHTCLUB,
ADULT ENTERTAINMENT UNDER USE CLASSIFICATION B

ELECTRICAL	MECHANICAL	PLUMBING
# OF SVCS 600 V/UP TO 200 AMPS	# AC/ BOILERS UP TO 100K BTU	# OF BACKFLOW DEVICES <=2"
# OF SVCS 600 V/ OVER 200 AMPS	# AC/ BROILERS 100K-500K BTU	# OF BACKFLOW DEVICES >=2"
# OF SVCS 600 V/ OVER 1000 AMPS	# AC/ BROILERS 500K BTU- 1M BTU	# OF PLUMBING FIXTURES
# OF TEMP POWER SERVICES	# AC/ BROILERS 1M BTU- 1.75M BTU	# OF PRIVATE SEWAGE DISPOSAL
# OF SUB-POLES	# AC/ BROILERS OVER 1.75M BTU	# OF SEPTIC TANKS
# OF ELECT GENERATORS/RIDES	# OF A/C UNITS	# OF SEWER CONNECTIONS
# OF BOOTH LIGHTING	# OF AIR HANDLERS < 10K CFM	# OF WATER SERVICE
# OF FIXTURES FOR REPAIR/ALT	# OF AIR HANDLERS > 10K CFM	# OF WATER HEATERS
# OF ELECTRICAL FIXTURES	# OF APPLIANCE VENTS	# OF GAS SYSTEMS
# OF RESIDENTIAL APPLIANCES	# OF FURNACES UP TO 100K BTU	# OF VACUUM/BACKFLOW DEVICES
# OF RECEPTACLES/SWITCHES/OUTLETS	# OF FURNACES OVER 100K BTU	# OF LAWN SPRINKLERS
# OF POWER APPARATUS	# OF INCINERATORS- DOMESTIC	# SWIMMING POOL/PUBLIC POOL
# OF PRIVATE SWIMMING POOL(S)	# OF EXHAUST FANS	# OF SWIMMING POOL/PUBLIC SPA
	# COMM. RANGE HOODS	# OF SWIMMING POOL/PRIVATE POOL
		# OF SWIMMING POOL/PRIVATE SPA
		# OF INDUST WASTE INTERCEPTOR

CERTIFICATION APPEARING ON APPLICATIONS
I have carefully examined the above completed "Application and Permit" and do hereby certify that all information herein is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify, and keep harmless the City of Coacheella against all liabilities, judgments, costs and expenses which may in any way become against the City in consequence of the granting of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coacheella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Signature: [Signature] FEB 5 2018
Applicant's Signature

Signature: [Signature] 2/5/18
Building
Signature: [Signature] 2/5/18
Planning

CHANGE OF USE

BUILDING PERMIT NO. _____

CITY OF COACHELLA, CA
1515 SIXTH STREET
COACHELLA, CA. 92236 (760) 398-3002

Building Address: 46156 Dillon Road

Applicant: William L. GRIVAS

Mailing Address: P.O. Box 2

City: CARDIFF Zip: 92007 Tel: 6195188633

Owner: SAME AS ABOVE

Mailing Address: _____

City: _____ Zip: _____ Tel: _____

Contractor: OWNER

Mailing Address: _____

City: _____ Zip: _____ Tel: _____

State Lic. & Class: _____ City License #: _____

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: _____ License #: _____

Date: _____ Contractor: _____

OWNER-BUILDER DECLARATION

I, hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 703.1.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and professions Code) or that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own

employees provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)

Item 24.

I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.).

I am exempt under Sec. _____ B & P.C for this reason

Date: _____ Owner: _____

WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: _____ Policy #: _____ (This section need not be completed if the permit is for one hundred dollars (\$100) or less).
- I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: _____ Applicant: _____

WARNING: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, interest, and Attorney's fees.

CONSTRUCTION LENDING AGENCY

I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name _____

Address: _____

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Date: Feb 5 2018 Applicant Signature: [Signature]

CHANGE OF USE



February 1, 2018

Bill Grivas
503 Pacific Ave
Solana Beach CA 92075

Subject: Temporary Certificate of Occupancy Agreement Letter
46156 Dillon Road, Coachella, California

Dear Mr. Grivas:

Per our discussions with you and the evidence submitted showing an executed agreement with your landscape installation company, and in consideration of allowing the "Chicas Gentlemen's Club" business to open in an expeditious manner pending completion of certain property improvements for the above property, in the City of Coachella, the Development Services Department will authorize a 45-Day Temporary Certificate of Occupancy for the business. The City's issuance of this temporary certificate of occupancy is subject to the following conditions.

- 1) The owner shall indemnify, defend and hold harmless, the City of Coachella, California or any agency or instrumentality thereof, and/or any of its officers, employees, volunteers, attorneys and agents from any and all liability, demand, claim, action, or proceeding, brought by third parties against the City arising or alleged to arise, as a result of, or related to the issuance of the temporary certificate of occupancy.
- 2) The owner agrees to obtain a building permit from the City Building Division to change the building occupancy from a Restaurant use into an Adult Nightclub Business use.
- 3) The owner agrees to complete landscaping improvements as outlined below:
 - Replace at least six (6) 15-gallon trees in the rear parking lot finger island planters (one tree in each finger island adjacent to a parking stall) with Chilean Mesquite, Acacia aneura, Acacia stenophila or comparable tree species.
 - Replace a minimum of twelve (12) 15-gallon shade trees in the front parking lot planter areas with Chilean Mesquite, Acacia aneura, Acacia stenophila or comparable tree species.
 - Plant a minimum of three (3) new Mexican Fan Palms with a trunk height of 6 feet in the front planter areas in lieu of those removed near the porte-cochere.
 - Install a minimum of seventy five (75) new 5-gallon vertical shrubs and trailing shrubs along the perimeter slopes of the front planter areas along Dillon Road (these can include Leucophyllum frutescens, Hesperaloe parviflora, Caesalpinia purcherrima, Lantana montevidensis, Bougainvillea, or comparable plant species).
 - Replenish 1-inch of new Decomposed Granite "DG Fines" groundcover along the perimeter slopes of the front planter areas along Dillon Road.

If you concur with the above conditions of approval, please provide your signature below and maintain a copy of this agreement for your records. Please contact me at (760)398-3102 for any further questions.

Sincerely,

Luis Lopez
Luis Lopez
Development Services Director

Concur: *Bill Grivas*
Bill Grivas, Owner

Feb 1 2018
Date:

Filed For Affirmative Action/Equal Opportunity Employer 760 398-5421
CHRISTOPHER COPY TO



1515 SIXTH STREET • COACHELLA, CA 92236

Fax: (760) 398-8117

Administration	398-3502	Grants	398-3502
Animal Control	398-4978	Neighborhood Svs.	398-4978
Building	398-3002	Personnel	398-3502
City Clerk	398-3502	Planning	398-3102
City Council	398-3502	Public Works	398-5744
Code Enforcement	398-4978	Recreation	398-3502
Economic Develop.	398-3502	Riverside Sheriffs Office	863-8990
Engineering	398-5744	Sanitary	391-5008
Finance	398-3502	Senior Svs.	398-0104
Fire	398-8895	Utilities	398-2702

Item 24.

January 20, 2006


Robert H. Hannon
Robert Foster
46156 Dillon Road
Coachella, CA 92236

Re: Sexually Oriented Business Permit for 7th Heaven Gentlemen's Club.

The City of Coachella has reviewed your request for Sexually Oriented Business Permit for 7th Heaven Gentlemen's Club located at 46156 Dillon Road, Coachella, California 92236. The Building on the premises for the proposed operation has not been inspected by the Fire department (see attached report). Certificate of Occupancy has been not been issued from the Building Department.

Your request for Sexually Oriented Business Permit is not being considered at this time due that the building does not meet the minimum requirements for the proposed use, please resubmit the application requesting Sexually Oriented Business Permit for the subject site when the building is finalized by the responsible agencies and the Certificate of Occupancy has been issue by the Building Department.

Sincerely,


Jerry Santillan
City Manager

Cc: Department Heads

BUILDING DEPARTMENT APPROVAL (staff use only)

I have personally inspected the subject property of the business and have made the following determinations:

1. The building complies with the City's interior visibility requirements for sexually oriented businesses YES NO
(if no, explain improvements which must be made to bring the building into compliance _____)

2. The building complies with the City's lighting requirements for sexually oriented businesses YES NO
(if no, explain improvements which must be made to bring the building into compliance _____)

Approved By: Lizzandro Diaz / Snr. Building Inspector Date: 1-19-06
Name/Title

DETERMINATION OF APPLICATION (staff use only)

Action Taken: APPROVED DENIED

Conditions of Approval: MUST COMPLETE FIRE SUPPRESSION SYSTEM AND HAVE APPROVED BY RIVERSIDE COUNTY FIRE DEPARTMENT.

Grounds for Denial: MUST HAVE FIRE SUPPRESSION SYSTEM INSPECTED AND APPROVED PRIOR TO OCCUPYING BUILDING.

Approved By: [Signature] / Snr Building Inspector Date: 1-19-06
Name/Title

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**

Inspection Request Require 24 Hour Notice
(760) 388-3002



PERMIT NO.: **BL-2005-03-00013**
USE ZONE: **General Commercial**

Item 24.

OCCUPANCY: rest CONSTR TYPE: v-n SQ FT: 8,120.00

Project Address:	46156 DILLON RD COACHELLA CA 92236	Project Valuation: \$ 719,307.20 PARCEL #: 603102024 LOT #: 2 TRACT #: 0.00
Applicant's Name:	DALKE & SONS CONSTRUCTION, INC	Phone:
Owner's Name:	CLOUDY MOON INC	Fax:
Owner's Address:	7319 RIO FLORA PL DOWNEY CA 90241	Contractor's Name:
		DALKE & SONS CONSTRUCTION, INC
		Phone: (951) 236-2995
Contractor's Address:	4585 ALLSTATE DR RIVERSIDE CA 92501	Fax: (951) 274-0319
		Business Lic: ON FILE
		State Licence: 612500
Contact Person:	BOB JACOBSON	Contact Phone: (951) 236-2995
Project Name:		
Permit Type:	MASTER BUILDING PERMIT	
Description of Work:	CONSTRUCT COMMERCIAL BUILDING "GENTLEMEN'S CLUB" 8,120 SQ.FT.	
Condition:		

FEE(S):

BUILDING PERMIT FEES	\$4,278.75	Plan Check Fees	\$2,781.19
1% Construction Tax	\$7,193.07	Strong Motion Instrumentation	\$151.06
WATER CONNECTION FEE	\$2,436.00	Water Front Footage Fee	\$4,810.10
Sewer Connection Fee	\$55,002.00	Sewer Front Footage Fee	\$4,810.10
ELECTRICAL PERMIT FEE	\$23.50	ELECTRICAL SERVICE AMP	\$124.30
ELECTRICAL FIXTURES	\$143.91	ELECTRIC OUTLETS & SWITCHES	\$71.64
General Plan Development Fee	\$406.00	Bus Shelter & Safety Zone Fee	\$406.00
Traffic Signal Fees	\$1,948.80	Bridge & Grade Separation Fee	\$3,426.64
MECHANICAL PERMIT FEE	\$23.50	MECHANICAL HEATING UNITS	\$109.20
MECHANICAL A/C & BOILERS	\$162.90	MECHANICAL EVAPORATIVE COOLER	\$10.65
MECHANICAL VENT FAN	\$53.25	MECHANICAL VENT HOOD	\$10.65
Fire Dept. Developers Fee	\$140.00	Certificate of Occupancy Fee	\$450.00
TUMF Fees	\$22,694.74	PLUMBING RAIN WATER SYSTEMS	\$78.40
PLUMBING GAS PIPING	\$6.15	PLUMBING INDUST WATER INTERC	\$19.90
PLUMBING PERMIT FEE	\$23.50	PLUMBING FIXTURES	\$450.80
PLUMBING SEWER CONNECTIONS	\$24.65	PLUMBING WATER SYSTEMS	\$4.75
PLUMBING WATER HEATERS	\$24.60		

Total Fees: \$112,300.70

CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

Bob Jacobson
(Applicant Signature)

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

M. D. [Signature]
Building

X [Handwritten initials]

**CITY OF COACHELLA
INSPECTION LIST
COMMUNITY & DEVELOPMENT SERVICES**

Inspection Request Require 24 Hour Notice
(760) 398-3002



PERMIT NO.: **BL-2006-03-00013**
USE ZONE: **General Commercial**
OCCUPANCY: **CONSTR** TYPE: **rest** SQ FT: **8120**

Item 24.

Project Address: 46156 DILLON RD
COACHELLA CA 92236

Project Valuation: \$ 719,307.20

PARCEL #: 603102024
LOT #: 2

Applicant's Name: DALKE & SONS CONSTRUCTION, INC
Owner's Name: CLOUDY MOON INC
Owner's Address: 7319 RIO FLORA PL
DOWNEY CA 90241

TRACT #: 0.00

Phone:
Fax:

Contractor's Name: DALKE & SONS CONSTRUCTION, INC
Contractor's Address: 4585 ALLSTATE DR
RIVERSIDE CA 92501

Phone: (951) 236-2995
Fax: (951) 274-0319

Business Lic: ON FILE
State Licence: 612500

Contact Person: BOB JACOBSON

Contact Phone: (951) 236-2995

Project Name: MASTER BUILDING PERMIT
Permit Type: CONSTRUCT COMMERCIAL BUILDING "GENTLEMEN'S CLUB" 8,120 SQ.FT.
Description of Work: CONSTRUCT COMMERCIAL BUILDING "GENTLEMEN'S CLUB" 8,120 SQ.FT.
Condition:

BUILDING	Date	INSPECTOR	MECHANICAL	Date	INSPECTOR	ELECTRICAL	Date	INSPECTOR
Toilet Facility			FAU, AC, W/H			Temp. Power	1/19/05	[Signature]
Construction Trailer			Comb, Air & Venting			Under Slab Work	1/22/05	[Signature]
BUILDING			Circ. Air ducts, Etc.			Rough Conduit		
Fdn: Locatn, Forms Set Back, Grade	5/24/05	[Signature]	Location Clearance Access	8/2/05	[Signature]	Rough Wiring	8/2/05	[Signature]
Reinforcement			Duct Insulation			Grounding		
Uler Ground			Fireplace Installation			Service		
Slab: Grade, Rein.						Electric Release	10/20/05	[Signature]
Bond Beam & Grout								
POUR NO CONCRETE UNTIL SIGNED ABOVE			U. L. PLUMB	5/21/05	[Signature]	FINAL APPROVALS		
Roof Deck/Trusses	7-14-05	[Signature]	PLUMBING			Plumbing Fixtures		
Pre-Wrap	8/20/05	[Signature]	Under Slab Work	6-2-05	[Signature]	Mechanical		
Frame: Fire stops Shear Bracing, Bolts	8/2/05	[Signature]	Rough Plumbing	8/2/05	[Signature]	Gas Piping		
Hold Downs			Rough Gas Piping			Electrical, Smoke Det.		
Insulation	8-11-05	[Signature]	Wet Test	10-20-05	[Signature]	Disabled Access		
Lath: Int			Bldg. Sewer	10/24/05	[Signature]	ENERGY		
Dry Wall	8-17-05	[Signature]	Septic Sys, Drain Field			Insulation Cert. (Res.)		
Lath: Ext.			Gas Line Test	12/2/05	[Signature]	Installation Cert. (Res.)		
			Grease Trap	12/2/05	[Signature]	Glazing		
			Gas Release	12/2/05	[Signature]			

OCCUP. APPROVALS					
Planning Division	Engineering Division	Fire Prevention	Water Division	Sanitation Division	Building Division
Date:	Date: 1-26-06	Date: 1-25-06	Date: 1-26-06	Date: 1-23-06	Date: 1-26-06
By:	By: [Signature]	By: [Signature]	By: [Signature]	By: [Signature]	By: [Signature]

LATH NORTH SIDE OK 12-15-05 [Signature]

NOTICE TO ALL CONTRACTORS
Final Inspections and Certificate of Completion or Occupancy must be obtained before occupying or using a building.
TACK THIS CARD IN CON [Signature] PAGE ON BUILDING

1ST BOND BEAM Remaining wall OK TO PROST 6-2-05 QUS

OK TO BACKFILL GREASE TRAP TO TOP OF VAULT 9/2/05
OK TO DRYWALL ONE SIDE 9/15/05
OK TO DRYWALL AD 9/15/05 JLL

DRYWALL WALL MAIN ROOM OK 9-15-05 QUS

LATH OK SWITCH BEAM WALL 9-15-05 QUS

SHUTT FOR KITCHEN HOOD 1 1/2 HR FIRE RATED OK 9-30-05 QUS

BAR OK 10-20-05 QUS

Engineering:

- ① street Lights Laminaires to be installed straight
- ② street Lights to be energized
- ③ Provide base cover for st. Lights

TEMPORARY

CERTIFICATE OF OCCUPANCY



Division of Building Inspection

This certificate issued pursuant to the requirements of Section 307 of the Uniform Building Code certifying taht at the time of issuance this structure was n compliance with the various ordinances of the city regulating building construction or use. For the following:

Use Classification: SEVENTH HEAVEN CLUB Bldg. Permit No.: BL-2005-03-00013

Occupancy Type: RESTAURANTS Construction Type: TYPE V-N Use Zone: GENERAL COMMERCIA

Owner of Building: CLOUDY MOON INC Address: 7319 RIO FLORA PL DOWNEY, CA 90241

Building Address: 46156 DILLON RD COACHELLA, CA 92236



Building Official

By: ELOON K. LEE

Date: 1/27/2006

POST IN A CONSPICUOUS PLACE

CERTIFICATE OF OCCUPANCY



Division of Building Inspection

This certificate issued pursuant to the requirements of Section 307 of the Uniform Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the city regulating building construction or use. For the following:

Use Classification: SEVENTH HEAVEN CLUB Bldg. Permit No.: BL-2005-03-00013

Occupancy Type: RESTAURANTS Construction Type: TYPE V-N Use Zone: GENERAL COMMERCIA

Owner of Building: CLOUDY MOON INC Address: 7319 RIO FLORA PL DOWNEY, CA 90241

Building Address: 46156 DILLON RD COACHELLA, CA 92236



Building Official

By: LIZZANDRO DIAZ, C.B.O.

Date: 6/22/2007

POST IN A CONSPICUOUS PLACE

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**



DATE: 10/05/2005
 PERMIT NO: BL-2005-10-01310
 USE ZONE:
 OCCUPANCY: CONSTR TYPE: SQ FT:

Item 24.

Inspection Request Require 24 Hour Notice
 (760) 398-3002

Project Address:	46156 DILLON RD COACHELLA CA 92236	Project Valuation: \$ 14,200.00 PARCEL #: 603102024 LOT #: 2 TRACT #: 0.00
Applicant's Name:	CHAD ADDINGTON	Phone:
Owner's Name:	CLOUDY MOON INC	Fax:
Owner's Address:	7319 RIO FLORA PL DOWNEY CA 90241	Phone: (760) 776-9907 Fax:
Contractor's Name:	SIGN*A*RAMA	Business Lic:
Contractor's Address:	41905 BOARDWALK STE U PALM DESERT CA 92261	State Licence: 830131
Contact Person:	CHAD ADDINGTON	Contact Phone: (760) 776-9907
Project Name:	SIGN PERMIT	
Permit Type:	SIGN PERMIT	
Description of Work:	"SEVENTH HEAVEN" (GENTLEMENS CLUB) SIGN 118SQ. INTERNALLY ILLUMINATED CHANNEL LETTERS, ACRYLIC FACED LIGHT CABINET & EXPOSED NEON ACCENT TRIM	
Condition:		

FEE(S):

SIGN - VALUATION FEE	\$251.25	ELECTRICAL PERMIT FEE	\$23.50	SIGN OUTLETS & SWITCHES	\$2.20
----------------------	----------	-----------------------	---------	-------------------------	--------

TOTAL FEES: \$ 276.95

CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

[Handwritten Signature]
 (Applicant Signature)

[Handwritten Signature]
 Building
 Planning

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**



DATE: 12/14/2005
PERMIT NO: PL-2005-12-00021

Item 24.

USE ZONE:
OCCUPANCY: CONSTR TYPE: SQ FT:

Inspection Request Require 24 Hour Notice
(760) 398-3002

Project Address:	46156 DILLON RD COACHELLA CA 92236	Project Valuation: \$ 55,000.00 PARCEL #: 603102024 LOT #: 2 TRACT #: 0.00
Applicant's Name:	KEVIN SINGLETON	Phone:
Owner's Name:	CLOUDY MOON INC	Fax:
Owner's Address:	7319 RIO FLORA PL DOWNEY CA 90241	Phone: (909) 483-2494
Contractor's Name:	CASA VERDE LANDSCAPE	Fax: (909) 483-2694
Contractor's Address:	7090 ARCHIBALD AVE SUITE A ALTA LOMA CA 91701	Business Lic: 675508
Contact Person:	KEVIN SINGLETON	State Licence:
Project Name:		Contact Phone: (909) 483-2494
Permit Type:	PLUMBING PERMIT	
Description of Work:	LANDSCAPE IRRIGATION	
Condition:		

FEE(S):				
Plan Check Fees	\$441.19	PLUMBING PERMIT FEE	\$23.50	PLUMBING BACKFLOW DEVIC
				\$12.30

TOTAL FEES: \$ 476.99

CERTIFICATION APPEARING ON APPLICATIONS
I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

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[Handwritten Signature]

(Applicant Signature)

[Handwritten Signature]

Building
[Handwritten Signature]

Planning



OFFICE OF THE
AGRICULTURAL COMMISSIONER

P.O. BOX 1089
RIVERSIDE CA 92502-1089
PHONE (951) 955-3000
FAX (951) 955-3012

WEIGHTS & MEASURES OFFICE
P.O. BOX 1480
RIVERSIDE CA 92502-1480
PHONE (951) 955-3030
FAX (951) 276-4728

JOHN SNYDER
Agricultural Commissioner
Sealer of Weights & Measures

82-675 Highway 111, Rm. 14
Indio, CA 92201
(760) 863-8291

DATE 11-22-2005 CASE NO. PCRS 112205B

DEVELOPER'S NAME: Robert M. Foster

ADDRESS: 7319 Rio Flora Place

Downey, Ca 90241

TELEPHONE: 562-904-9377

Location - Seventh Heaven Gentlemens Club
Dillon Road & Vista Del Sur
Coachella, California

Dear Developer:

After reviewing your landscaping plants, all plant material listed is not in violation of quarantine laws governing the Coachella Valley. If substitutions do occur and they differ from plant material listed, this office must be notified immediately.

Thank you for protecting and preserving the Coachella Valley's pest-free environment.

Richard W. Shaffer
Agricultural Commissioner's Office

cc: Indio and Riverside

Inspection Request

Item 24.

Inspector: TR Day: Wed Date: 1-25-06 Time: 2:30-3:00

Project Name: Seventh Heaven Case #: COA-04-BP-015

Project Address: SUITE

Project City: 46-156 Dillon Rd. Cross Street: _____

Company Name: CO Achella Rep. Name: Monte

Phone #: Com from Cell #: 776-8811 Pager #: _____

Start Time: 1400 Finish Time: 1500

Start Time: _____ Finish Time: _____

Start Time: _____ Finish Time: _____

<u>Sprinkler System</u>	<u>Pass</u>	<u>Fail</u>	<u>Fire Alarm Systems</u>	<u>Pass</u>	<u>Fail</u>
<input type="checkbox"/> Underground Thrust Block:			<input type="checkbox"/> Fire alarm wiring inspection:		
<input type="checkbox"/> Underground Rough:			<input type="checkbox"/> Fire alarm function test:		
<input type="checkbox"/> Underground Hydro:			<input type="checkbox"/> Fire alarm battery test:		
<input type="checkbox"/> Underground Flush:			<input checked="" type="checkbox"/> Fire alarm final:		
<input type="checkbox"/> Overhead Rough:			<input type="checkbox"/> Sprinkler monitoring:		X
<input type="checkbox"/> Overhead Hydro:			<u>Fuel Storage Tanks</u>		
<input checked="" type="checkbox"/> Overhead Final:	X		<input type="checkbox"/> Underground tank(s):		
<input type="checkbox"/> High pile storage:			<input type="checkbox"/> Aboveground tank(s):		
<input type="checkbox"/> In-rack sprinklers			<input type="checkbox"/> Fuel dispensers only:		
<input type="checkbox"/> Hose racks:			<u>Building Inspections</u>		
<u>Hydrant System</u>			<input type="checkbox"/> T/I final:		
<input type="checkbox"/> Underground Thrust Block:			<input type="checkbox"/> Shell final:		
<input type="checkbox"/> Underground Rough:			<input checked="" type="checkbox"/> Final for occupancy:		X
<input type="checkbox"/> Underground Hydro:			<u>Misc. Inspections</u>		
<input type="checkbox"/> Underground Flush:			<input type="checkbox"/> Spray booths:		
<u>Knox System</u>			<input checked="" type="checkbox"/> Hood/duct extinguishing:		X
<input type="checkbox"/> Building Knox Box			<input type="checkbox"/> High pile/rack storage:		
<input type="checkbox"/> Gate Access Knox Box			<input type="checkbox"/> Other:		

Comments:

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**



DATE: **11/20/2006**
 PERMIT NO: **BL-2006-11-04714**
 USE ZONE:
 OCCUPANCY: CONSTR TYPE: SQ FT:

Item 24.

Inspection Request Require 24 Hour Notice
 (760) 398-3002

<p>Project Address: 46156 DILLON RD COACHELLA CA 92236</p> <p>Applicant's Name: BEST SIGNS, INC. Owner's Name: CLOUDY MOON INC Owner's Address: 7319 RIO FLORA PL DOWNEY CA 90241</p> <p>Contractor's Name: BEST SIGNS Contractor's Address: 78078 COUNTRY CLUB DR PALM DESERT CA 92211</p> <p>Contact Person:</p> <p>Project Name:</p> <p>Permit Type: SIGN PERMIT</p> <p>Description of Work: FABRICATED AND INSTALL MONUMENT SIGN "GENTLEMEN'S CLUB" 15.3 SQ.FT.</p> <p>Condition:</p>	<p>Project Valuation: \$ 7,665.00 PARCEL #: 603102024 LOT #: 2 TRACT #: 0.00</p> <p>Phone: Fax:</p> <p>Phone: (760) 200-4979 Fax: Business Lic: State Licence: Contact Phone: (760) 200-4979</p>
--	---

FEE(S):				
SIGN - VALUATION FEE	\$153.25	ELECTRICAL PERMIT FEE	\$23.50	SIGN OUTLETS & SWITCHES \$1.10

TOTAL FEES: \$ 177.85

CERTIFICATION APPEARING ON APPLICATIONS
 I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

Walter Douglas Herbst
 (Applicant Signature)

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.
 Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

[Signature]
 Building

[Signature]
 Planning

CITY OF COACHELLA, CA

1515 SIXTH STREET

COACHELLA, CALIFORNIA 92316

TELEPHONE (619) 392-3002

Applicant Best Signs Inc.
 Mailing Address 1550 Gene Autry Trail
Palm Springs, Ca 92264
 Building Address Same
 Owner Robert Foster
 Mailing Address 46-156 Dillion Road
 City Coachella Zip 92232 Tel 562 760-6770
 Contractor Best Signs Inc.
 Mailing Address 1550 Gene Autry Trail
 City Palm Springs Zip 92264 Tel 760-320-3042
 State Lic. & Classif. C45 City Coachella Lic. # 524483
 Arch. Eng. Designer Same as above
 Address " Tel "
 City " Zip " State " Lic. # "

sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale. Item 24.

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law.).

I am exempt under Sec. _____, B.&P.C. for this reason _____

Date _____ Owner _____
WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Policy Number _____
Carrier _____
(This section need not be completed if the permit is for one hundred dollars (\$100) or less).

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: 11/13/06 Applicant: [Signature]

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000) IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

CONSTRUCTION LENDING AGENCY
I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C.)

Lender's Name _____
Address _____

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Signature of Applicant: [Signature] Date: 11/13/06

LICENSED CONTRACTORS DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provision of chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class C45 Lic. # 524483

Date 11/13/06 Contractor [Signature]

OWNER-BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employee).

OFFICE COPY

CITY APPROVAL

APPROVED		
DEPT.	INITIALS	DATE
BUILDING	<i>[Signature]</i>	<i>11/16/06</i>
PLANNING	<i>[Signature]</i>	<i>11/16/06</i>
ENGINEERING	_____	_____

CITY OF COACHELLA
BUILDING DIVISION

APPROVED BY *[Signature]* DATE *11/16/06*

Approval of these plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the state or local laws. One set of approved plans must be kept on the job until completion.

Client: **Item 24.**

Seventh Heaven
GENTLEMAN'S CLUB

Project: **MONUMENT SIGN**

Account Representative: **DOUG LENCKI**

Designer: **ART RUIZ**

Date: **AUG 08, 2006**

Scale: **AS SHOWN**

File name: **S/Seventh Heaven/
Monument Sign**

Revisions: **AUG 19, 2006 JRC**

Client Approval:



1550 G. Gene Autry Trail
Palm Springs, CA 91264
(760) 320-3842
FAX 760-320-2090
78078 Country Club Dr. suite 106
Barruda Dunes, Co. 92201
(760) 345-9115
www.bestsignsinc.com

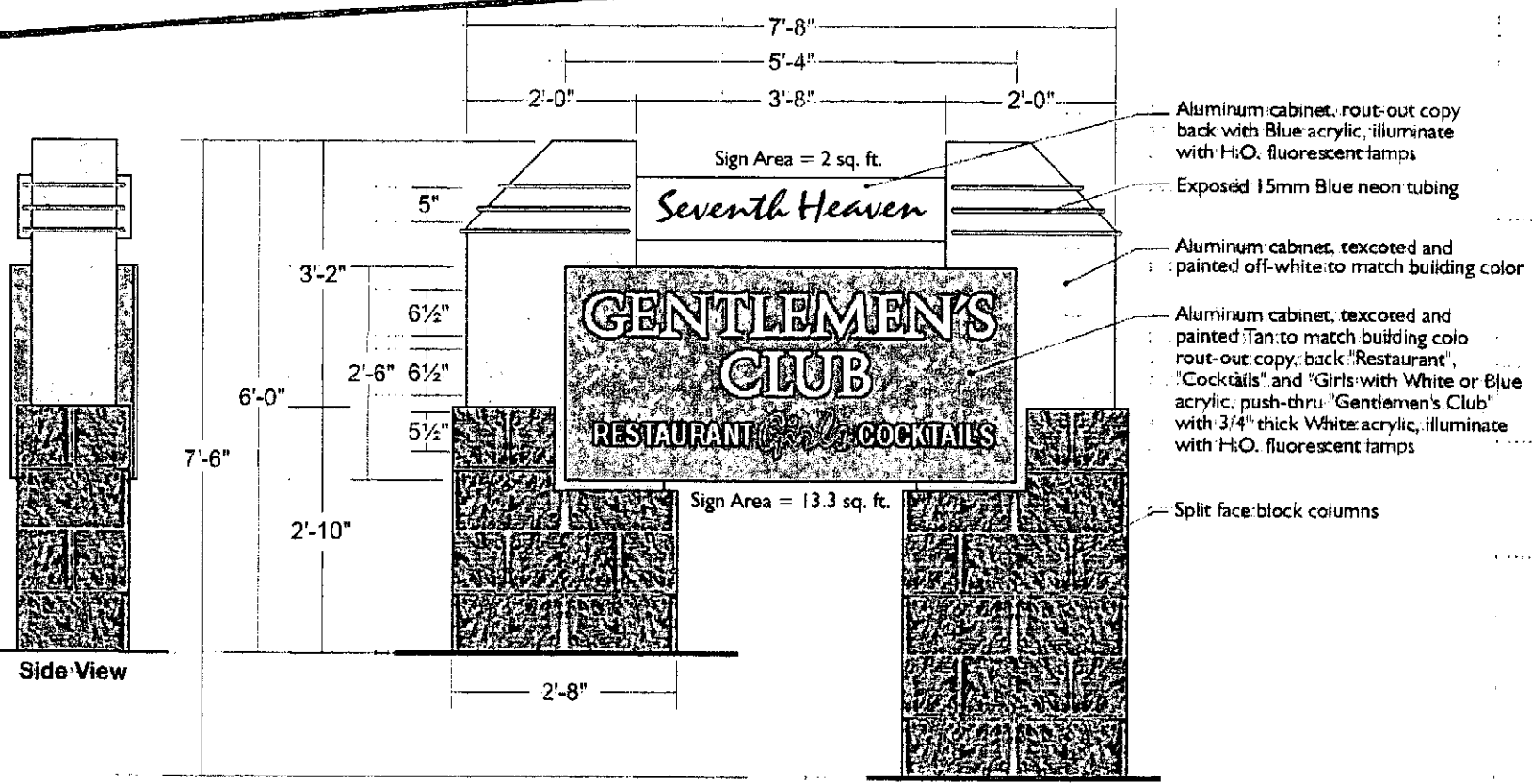


COLORS REPRESENTED IN THIS DRAWING ARE FOR PRESENTATION PURPOSES ONLY. THEY WILL NOT MATCH YOUR FINISHED PRODUCT PERFECTLY. COLOR CHOICES ARE FOR A MATCH AS CLOSE AS POSSIBLE.

ALL BESTSIGNS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REFERENCED BY THIS DRAWING ARE THE PROPERTY AND PROPERTY OF BESTSIGNS INC AND WERE CREATED, DEVELOPED AND PROVIDED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BESTSIGNS INC.

Drawing

1



Manufacture & Install One (1) D/F Internally Illuminated Monument Sign Scale: 1/2" = 1'-0"

TOTAL SIGN SQUARE FOOTAGE 13.3 + 2.0 = 15.3 Sq. Ft.

Client:

Seventh Heaven
GENTLEMAN'S CLUB

Project:

MONUMENT SIGN

Account Representative:

DOUG LENCKI

Designer:

ART RUIZ

Date:

AUG 08, 2006

Scale:

AS SHOWN

File name:

S/Seventh Heaven/
Monument Sign

Revision:

AUG 19, 2006 JRC

Client Approval:

BESTSIGNS
INCORPORATED

15511 S. Gene Autry Trail
Palm Springs, CA 92264
(760) 320-3842
FAX 760-320-2090

7807 B Country Club Dr. suite 106
Bermuda Dunes, Ca 92201
(760) 345-9115

www.bestsignsinc.com

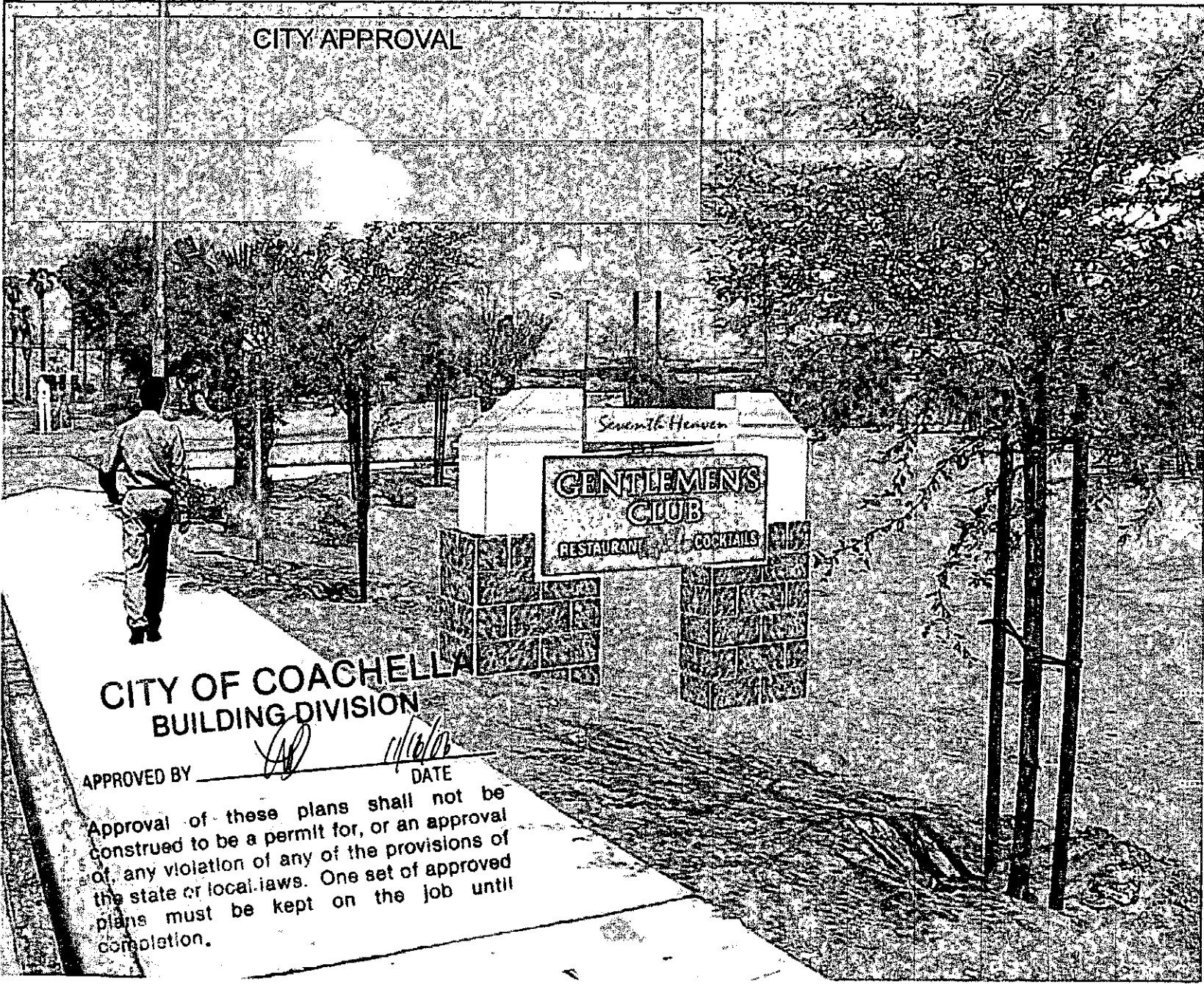


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ALL RIGHTS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED ON THESE DRAWINGS ARE OWNED BY AND PROPERTY OF BEST SIGNS, INC. AND WILL BE PROTECTED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE IN SUCH TERMS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FOR OR IN CONNECTION WITH ANY PROJECT WITHOUT THE WRITTEN PERMISSION OF BEST SIGNS, INC.

Drawing

2



CITY APPROVAL

CITY OF COACHELLA
BUILDING DIVISION

APPROVED BY

DATE

Approval of these plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the state or local laws. One set of approved plans must be kept on the job until completion.

Sign: Location ~ Not to Scale

CITY OF COACHELLA
BUILDING DIVISION

CITY APPROVAL

APPROVED BY [Signature]
DATE

Approval of these plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the state or local laws. One set of approved plans must be kept on the job until completion.

Client: Item 24.

Seventh Heaven
GENTLEMAN'S CLUB

Project:
MONUMENT SIGN

Account Representative:
DOUG LENCKI

Designer:
ART RUIZ

Date:
AUG 08, 2006

Scale:
AS SHOWN

File name:
S/Seventh Heaven/
Monument Sign

Revisions:
AUG 19, 2006 JRC

Client Approval:



1550 S. Gene Autry Trail
Palm Springs, CA 92264
(760) 320-3042
FAX 760-320-2090

7807 E Country Club Dr, suite 106
Bermuda Dunes, Ca 92201
(760) 345-9115

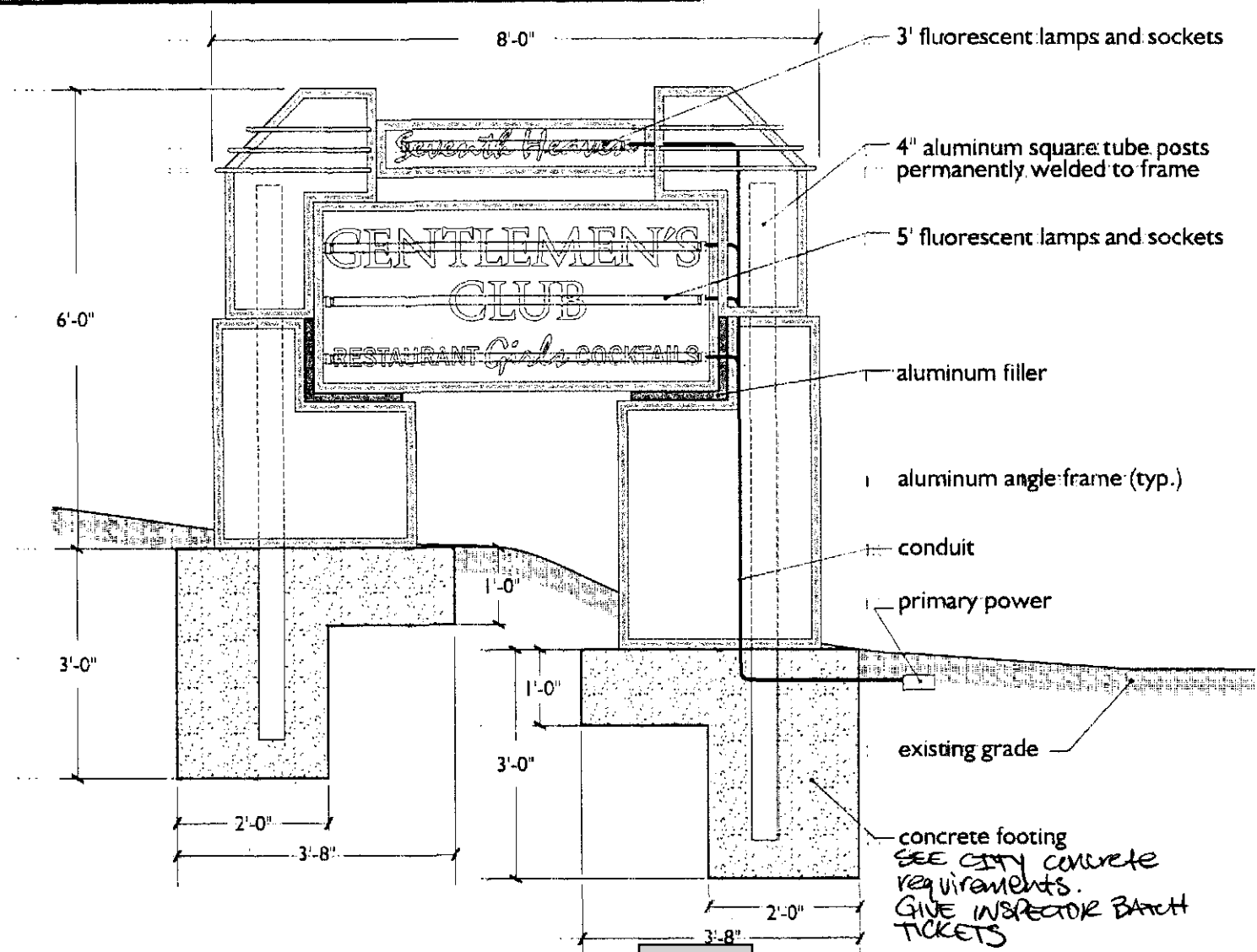
www.bestsignsinc.com



ALL RIGHTS RESERVED IN THIS DRAWING ARE FOR REPRESENTATION PURPOSES ONLY. TO GET FULL SIZE MATCH YOUR FINISHED PRODUCT PERFECTLY, COLOR CALIBRATIONS AND FOLLOW WATER AS CLOSE AS POSSIBLE.

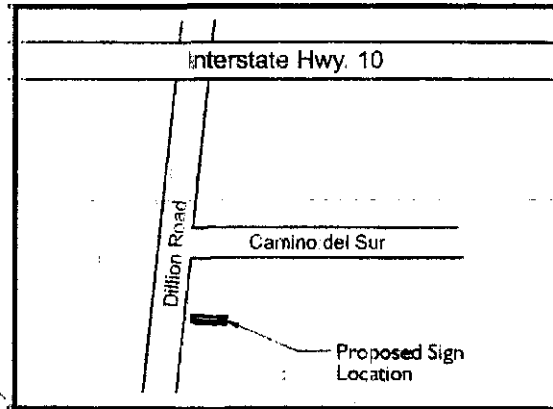
ALL DESIGNS, DRAWINGS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND PROPERTY OF BESTSIGNS, INC. AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE BY AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DEVELOPED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BESTSIGNS, INC.

Drawing
3

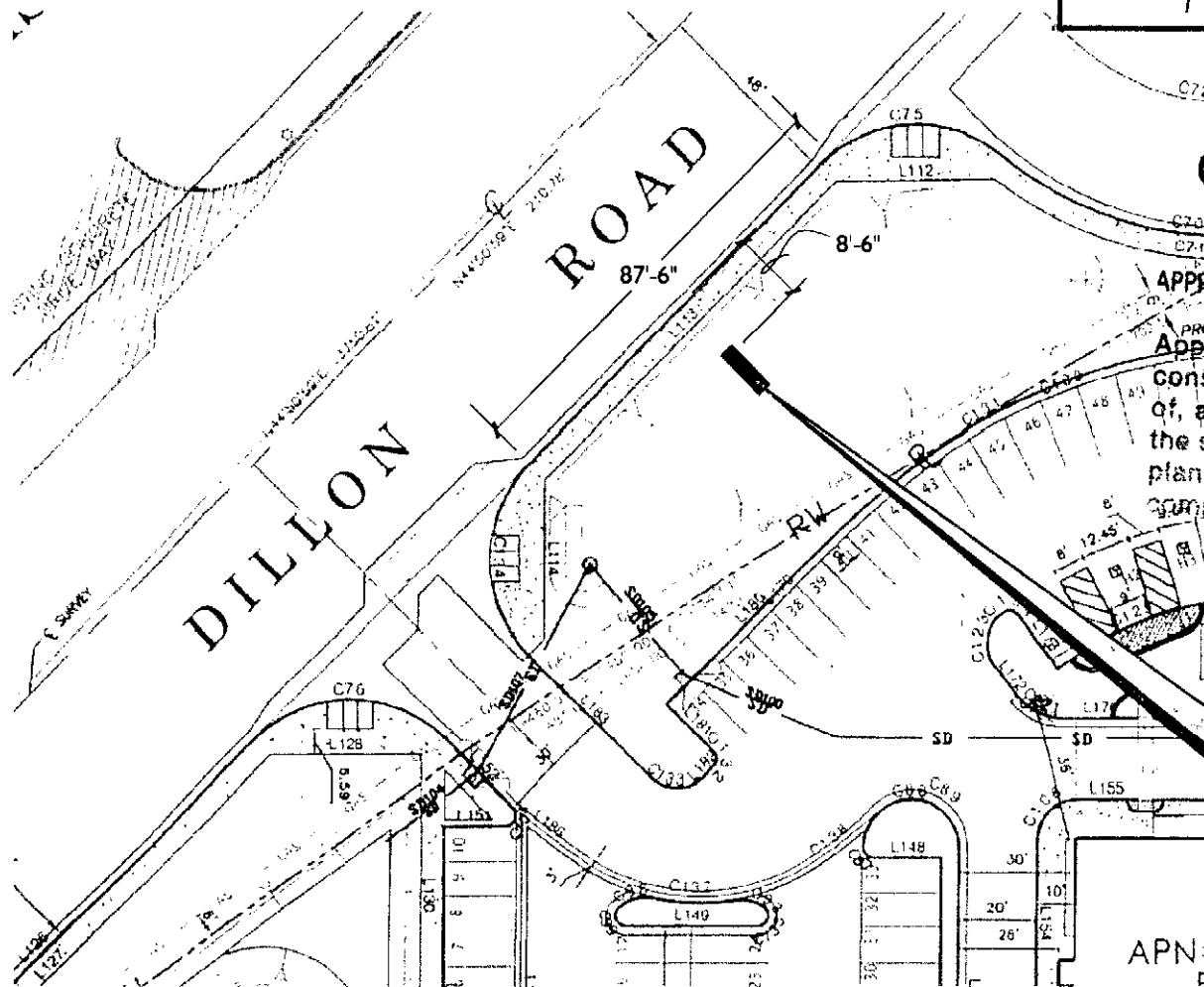


Sign Construction Detail - Scale -0"

CITY APPROVAL



LOCATION MAP NOT TO SCALE

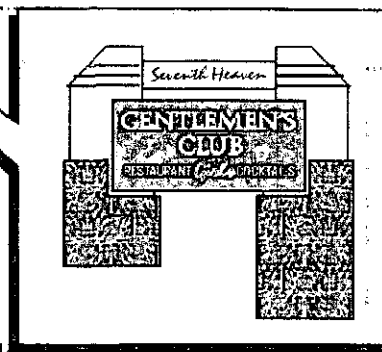


SITE PLAN ~ NOT TO SCALE

CITY OF COACHELLA BUILDING DIVISION

APPROVED BY *[Signature]* DATE *[Signature]*

Approval of these plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the state or local laws. One set of approved plans must be kept on the job until completion.



PROPOSED SIGN LOCATION

Item 24.

Seventh Heaven

GENTLEMAN'S CLUB

Project: MONUMENT SIGN

Account Representative: DOUG LENCKI

Designer: ART RUIZ

Date: SEPT 13, 2006

Scale: AS SHOWN

File name: S/Seventh Heaven/Monument Sign

Revisions:

Client Approval:

BESTSIGNS INCORPORATED

1550 G. Gene Autry Trail
Coachella, CA 92264
PH: 760-3042
FAX: 760-320-2090
78078 Country Club Dr, suite 106
Dunes, Ca 92201
(760) 345-9115
www.bestsignsinc.com



COLORS REPRESENTED IN THIS DRAWING ARE FOR PRESENTATION PURPOSES ONLY. THEY WILL NOT MATCH YOUR FINISHED PRODUCT. PERFECT COLOR CALIBRATIONS ARE FOR A MATCH AS CLOSE AS POSSIBLE.

ALL SIGNS, DESIGNS, ARRANGEMENTS AND PLANS IMPLIED OR REPRESENTED BY THIS DRAWING ARE OWNED AND PROTECTED BY BEST SIGNS, INC. AND WERE CREATED, EMPLOYED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE HEREIN PROJECT. NONE OF SUCH SIGNS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR ON BEHALF OF ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BEST SIGNS, INC.

Drawing

4

Describe Application Approvals Requested:

APPLICANT:

The applicant must be the owner of the land, the lessee having a leasehold interest of five (5) or more years, or the agent of the foregoing duly authorized in writing, a copy of which is attached.

Applicant Name, Address, Telephone & FAX, E-mail address & website:

Signature *Robert Foster* Date 9-6-06

Printed Name Robert Foster

Title, Company and/or Corporation Name, if any Mrs Claudy Mann

Capacity to sign application Property Owner
(Property owner or record, lessee, agent, development, corporate principal, representative)

PROPERTY OWNERS OF RECORD:

Signature of all owners of record is required or letter(s) from all owners of record authorizing filing of specific applications by a specific individual on a specific property. Attach additional sheets if necessary.

All signers represent that they have full legal capacity to, and hereby do, authorize the filing of this application. Leaseholds must be for at least five (5) years or the owner shall be required to sign this application.

Property Owner Name, Address, Telephone & FAX, E-mail address & website:

Signature *R Foster* Date 9-6-06

Printed Name Robert Foster

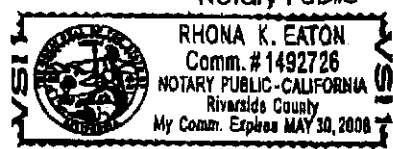
Title, Company and/or Corporation Name, if any Mrs Claudy Mann

NOTARY PUBLIC:

Subscribed and sworn before me this 6th day of September 2006

May 30, 2008
My Commission Expires

ss: *Rhona K. Eaton*
Notary Public



2

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**

Inspection Request Require 24 Hour Notice
(760) 398-3002



DATE: **04/26/2010**
PERMIT NO: **BL-2010-04-07984**
USE ZONE:
OCCUPANCY: CONSTR TYPE: SQ FT:

Item 24.

Project Address: 46156 DILLON RD
COACHELLA CA 92236

Project Valuation: \$ 1.00
PARCEL #: 603102024
LOT #: 2
TRACT #: 0.00

Applicant's Name: HENRY PIECURA
Owner's Name: HENRY PIECURA
Owner's Address: 46156 DILLON RD
COACHELLA CA 92236

Phone: (760) 398-6666
Fax:

Contractor's Name:
Contractor's Address:

Phone:
Fax:

Business Lic:
State Licence:

Contact Person:

Contact Phone:

Project Name:

Permit Type:

SIGN PERMIT

Description of Work:

TEMPORARY BANNER SIGN 3' X 10' (30 SQ.) (TO BE REMOVED BY MAY 16, 2010)

Condition:

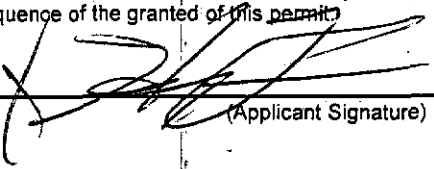
FEE(S):

SIGN FEE \$20.00

TOTAL FEES: \$ 20.00

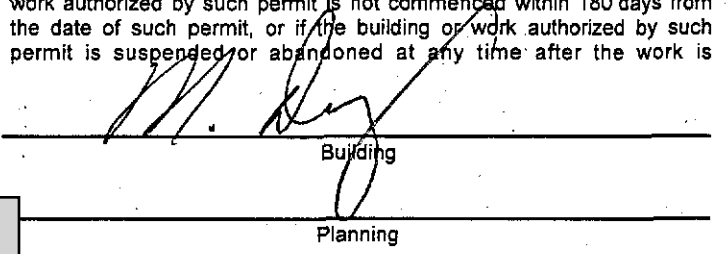
CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.


(Applicant Signature)

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is


Building
Planning

BUILDING PERMIT NO. _____

CITY OF COACHELLA, CA
1515 SIXTH STREET
COACHELLA, CA. 92236 (760) 398-3002

Building Address: 46156 Dillon Rd

Applicant: Ernie Prince King

Mailing Address: 46156 Dillon Rd

City: Coachella Zip: 92236 Tel: (760) 398-4466

Owner: _____

Mailing Address: 46156 Dillon Rd

City: Coachella Zip: 92236 Tel: _____

Contractor: _____

Mailing Address: _____

City: _____ Zip: _____ Tel: _____

State Lic. & Class: _____ City License #: _____

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: _____ License #: _____

Date: _____ Contractor: _____

OWNER-BUILDER DECLARATION

I, hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 703.1.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and professions Code) or that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own

employees provided that such improvements are not intended or offered for sale. If, however, the building or imp Item 24. is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

I am exempt under Sec. _____ B & P C for this reason _____

Date: 4-26-10 Owner: [Signature]

WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: _____ Policy # _____

(This section need not be completed if the permit is for one hundred dollars (\$100) or less).

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: _____ Applicant: _____

WARNING: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, Interest, and Attorney's fees.

CONSTRUCTION LENDING AGENCY

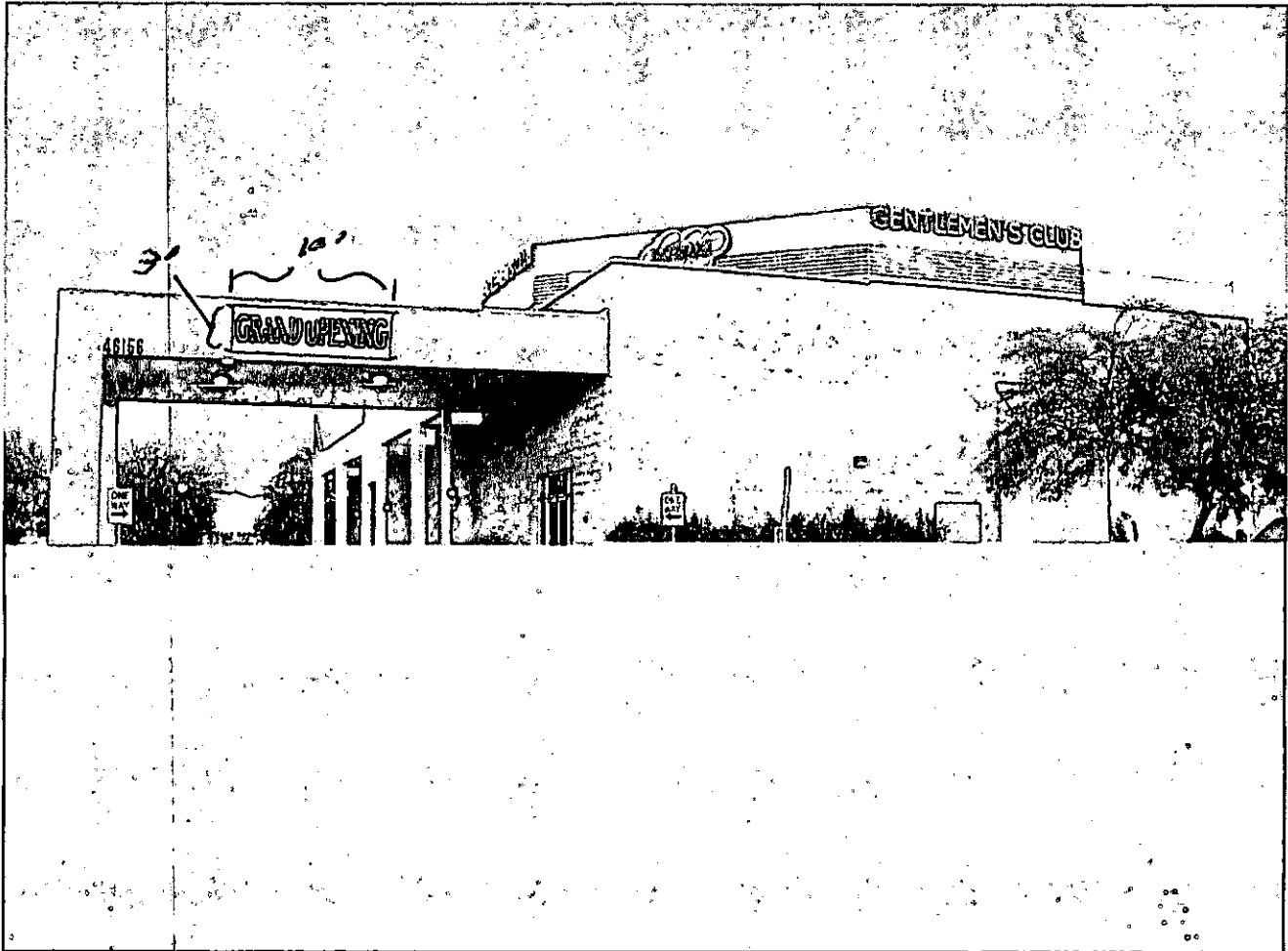
I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name _____

Address: _____

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Date: 4-26-10 Applicant Signature: [Signature]



APPROVED		
DEPT.	INITIALS	DATE
BUILDING	_____	_____
PLANNING	<i>J.P.</i> *	4/26/10
ENGINEERING	_____	_____

*TO BE REMOVED AT 16, 2010.

**CITY OF COACHELLA
INSPECTION LIST
COMMUNITY & DEVELOPMENT SERVICES**



ISSUE DATE:
PERMIT NO: **BL-2014-12-10531**
USE ZONE: General Commercial
OCCUPANCY: CONSTR TYPE: SQ FT:

Inspection Request Require 24 Hour Notice
(760) 398-3002

Project Address: 46156 DILLON RD
COACHELLA CA 92236

Applicant's Name: CULICHITOWN CORP
Owner's Name: RAMON MISAEL GUERRERO
Owner's Address: 46156 DILLON RD
COACHELLA CA 92236

Contractor's Name:
Contractor's Address:

Contact Person:

Project Name: MISCELLANEOUS BUILDING PERMIT
Permit Type:
Description of Work: GENERAL REMODEL OF INTERIOR DINING AND STAGE, NEW BOOTHS, RAILING, AND LIGHTING
Condition:

Project Valuation: \$ 0.00
PARCEL #: 603102024
LOT #: 2
TRACT #: 0.00

Phone: (760) 760-5379 544
Fax:
Phone:
Fax:
Business Lic:
State Licence:
Contact Phone:

*Final Inspection
12/26/14*

BUILDING	Date	INSPECTOR	MECHANICAL	Date	INSPECTOR	ELECTRICAL	Date	INSPECTOR
Toilet Facility			FAU, AC, W/H			Temp Power		
Construction Trailer			Comb Air & Venting			Under Slab Work		
BUILDING			Circ Air ducts, Etc			Rough Conduit		
Fdn: Locatn: Forms Set Back, Grade			Location Clearance Access			Rough Wiring Grounding		
Reinforcement			Duct Insulation			Service		
Ufer Ground			Fireplace Installation			Electric Release		
Slab: Grade, Rein								
Bond Beam & Grout						FINAL APPROVALS		
POUR NO CONCRETE UNTIL SIGNED ABOVE			PLUMBING			Plumbing Fixtures		
Roof Deck/Trusses			Under Slab Work			Mechanical		
Pre-Wrap			Rough Plumbing			Gas Piping		
Frame: Fire stops Shear Bracing; Bolts			Rough Gas Piping			Electrical Smoke Det		
Hold Downs			Wet Test			Disabled Access		
Insulation			Bldg Sewer			ENERGY		
Lath: Int			Septic Sys, Drain Field			Insulation Cert. (Res.)		
Dry Wall			Gas Line Test			Installation Cert. (Res.)		
Lath: Ext			Grease Trap			Glazing		
			Gas Release					

OCCUP. APPROVALS					
Planning Division	Engineering Division	Fire Prevention	Water Division	Sanitation Division	Building Division
Date:	Date:	Date:	Date:	Date:	Date: 12-26-14
By:	By:	By:	By:	By:	By: [Signature]

NOTICE TO ALL CONTRACTORS
Final Inspections and Certificate of Completion or Occupancy must be obtained before occupying or using a building.
TACK THIS CARD IN COACHES OFFICE PLACE ON BUILDING
CALL FOR INSPECTION (24 HOURS IN ADVANCE) Phone: 398-3002

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**



DATE: **08/22/2017**
 PERMIT NO: **BL-2017-08-12482**
 USE ZONE:
 OCCUPANCY: CONSTR TYPE: **SQ.FT:**

Item 24.

Inspection Request Require 24 Hour Notice
 (760) 398-3002

Project Address:	46156 DILLON RD COACHELLA CA 92236	Project Valuation: \$ 8,500.00
Applicant's Name:	LASZLO GYORGYEI	PARCEL #: 603102024
Owner's Name:	KEVORK APOSHIAN	LOT #: 2
Owner's Address:	46156 DILLON RD COACHELLA CA 92236	TRACT #: 0.00
Contractor's Name:	LASZLO GYORGYEI	Phone: (818) 613-0100
Contractor's Address:		Fax:
Contact Person:	ABRAHAM BARBARIAN	Phone: (818) 613-0100
Project Name:		Fax:
Permit Type:	SIGN PERMIT	Business Lic:
Description of Work:	RE-FACE EXISTING FREESTANDING SIGN FAES AND RE-FACE ALL WALL SIGNS WITH NEW	State Licence:
Condition:	COPY AND LETTERING. NEW 70 SQ.FT. WALL SIGN ON REAR BUILDING. (8 SIGNS TOTAL).	Contact Phone: (818) 613-0100

FEE(S):				
SIGN FEE	\$224.00	Plan Check Fees	\$209.00	Senate Bill 1473
				\$1.00

TOTAL FEES: \$ 434.00

CERTIFICATION APPEARING ON APPLICATIONS
 I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

[Signature]
 (Applicant Signature)

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.
 Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

[Signature]
 Building

CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES



DATE:
PERMIT NO:
USE ZONE:
OCCUPANCY: CONSTR TYPE: SQ FT:

Inspection Request Require 24 Hour Notice
(760) 398-3002

\$121

Project Address: 46156 Dillon RD -

Project Valuation: \$ 0.00 \$5500

Applicant's Name: Chicas Gentleman Club
Owner's Name: KEVORK APOSHIAN
Owner's Address: 46156 Dillon RD

PARCEL #:
LOT #:
TRACT #:

Phone: 818 613-0100
Fax: -

Contractor's Name: Laszlo GYORGYEI
Contractor's Address: 22227 Chatsworth
Chatsworth CA 91311

Phone: 818-613-0100
Fax:

Contact Person: ABRAHAM BARBARIAN

Business Lic:
State Licence: 45-875002
Contact Phone: 818-613-0100

Project Name: Chicas Gentleman Club
Permit Type: ELECTRICAL sign permit

Description of Work: Re-face existing freestanding sign faces, and re-face all wall signs w/new copy & lettering. New 70 sq wall sign on rear.

CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

(Applicant Signature)

Building
Planning 8/17/17

CITY OF COACHELLA, CA
1515 SIXTH STREET
COACHELLA, CA. 92236 (760) 398-3002

Building Address: 46156 Dillon Rd.

Applicant: Chicas Gentleman c/d

Mailing Address: 46156 Dillon Rd

City: Coachella Zip: 92236 Tel: 818-523-1730

Owner: KEVORK A Poshian

Mailing Address: 46156 Dillon Rd

City: Coachella Zip: 92236 Tel: 818-5231730

Contractor: LASZLO GYORGYEI

Mailing Address: 22227 Chatsworth

City: Chatsworth Zip: 91311 Tel: 818-613-0100

Permit Lic. & Class: C45 City License #: 7 well

875002

get one

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under Division of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Permit Class: C45 License #: 875002

Permit No: 4-3118 Contractor: LASZLO GYORGYEI

OWNER-BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, or to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own

employees provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)

Item 24.

- I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, Business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

I am exempt under Sec. 7044 B & P C for this reason

Date: 5-24-17 Owner: Laura G...

WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: _____ Policy # _____ (This section need not be completed if the permit is for one hundred dollars (\$100) or less).
- I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: 5-24-17 Applicant: _____

WARNING: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, Interest, and Attorney's fees.

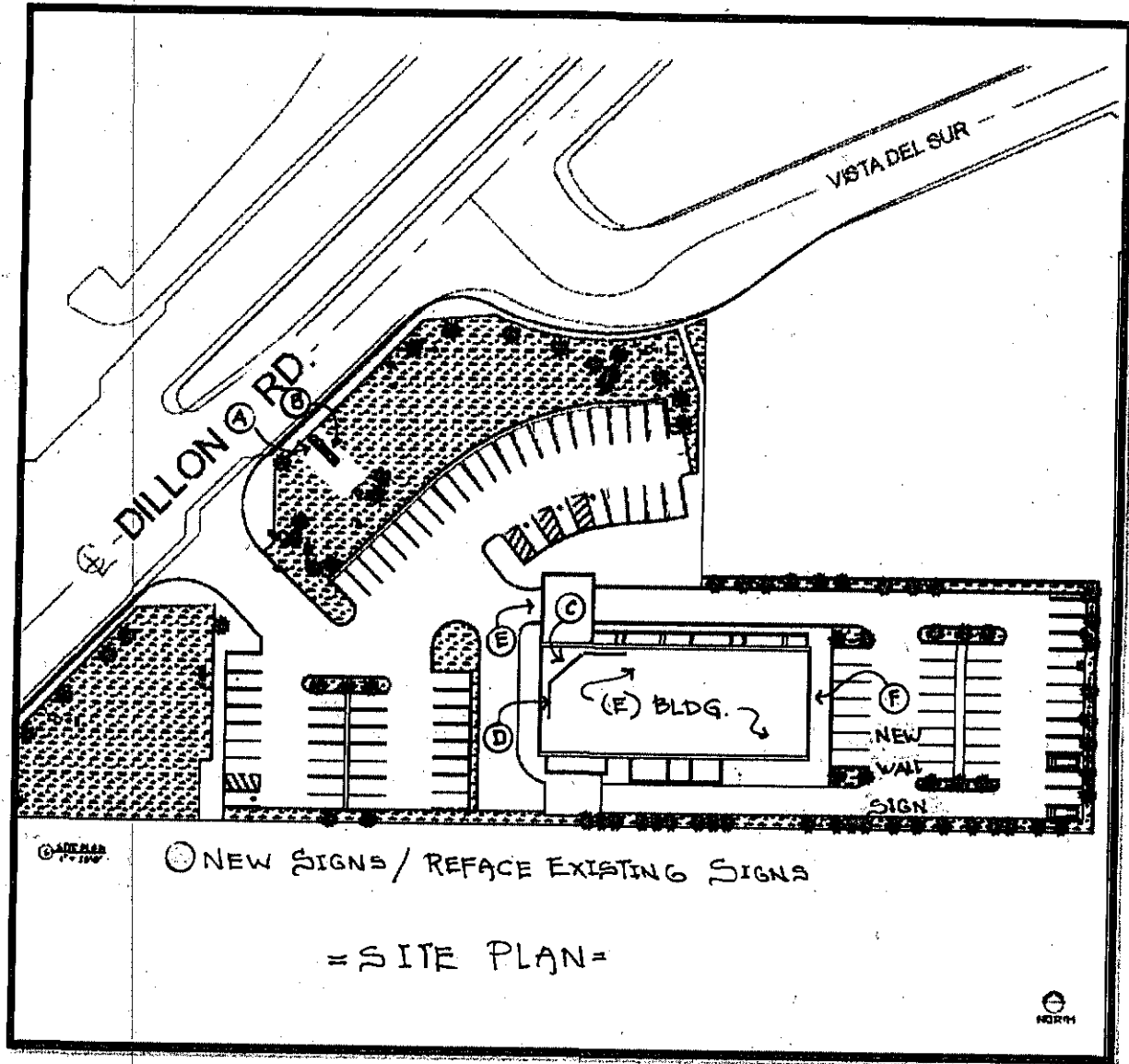
CONSTRUCTION LENDING AGENCY

I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name _____ Address: _____

- I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

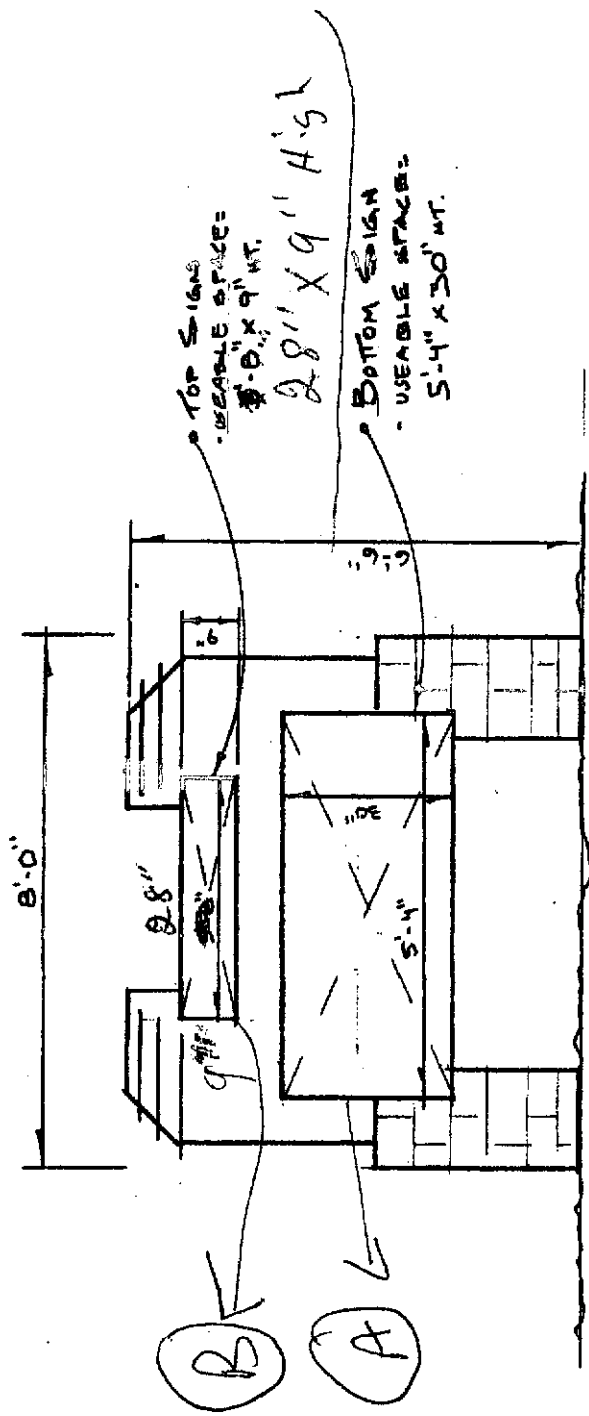
Date: 5-24-17 Applicant Signature: Laura G...



= CITY SET =

Chicas Gentlemens Club
 c/o George Aposhian
 46-156 Dillon Road
 Coachella CA 92236

APPROVED		
DEPT.	INITIALS	DATE
BUILDING	<i>John Foster</i>	<u>8/21/17</u>
PLANNING	<i>J. B. Lopez</i>	<u>8/17/17</u>
ENGINEERING	_____	_____



TOP SIGN
- USEABLE SPACE =
9'-0" X 9'-0" MT.
2'-8" X 9" H.S.L

BOTTOM SIGN
- USEABLE SPACE =
5'-4" X 3'-0" MT.

MONUMENT SIGN LYNX
* 2 SIDES

ALL AROUND NEON ~ TERRAN M. ~ 760-399-5173 L

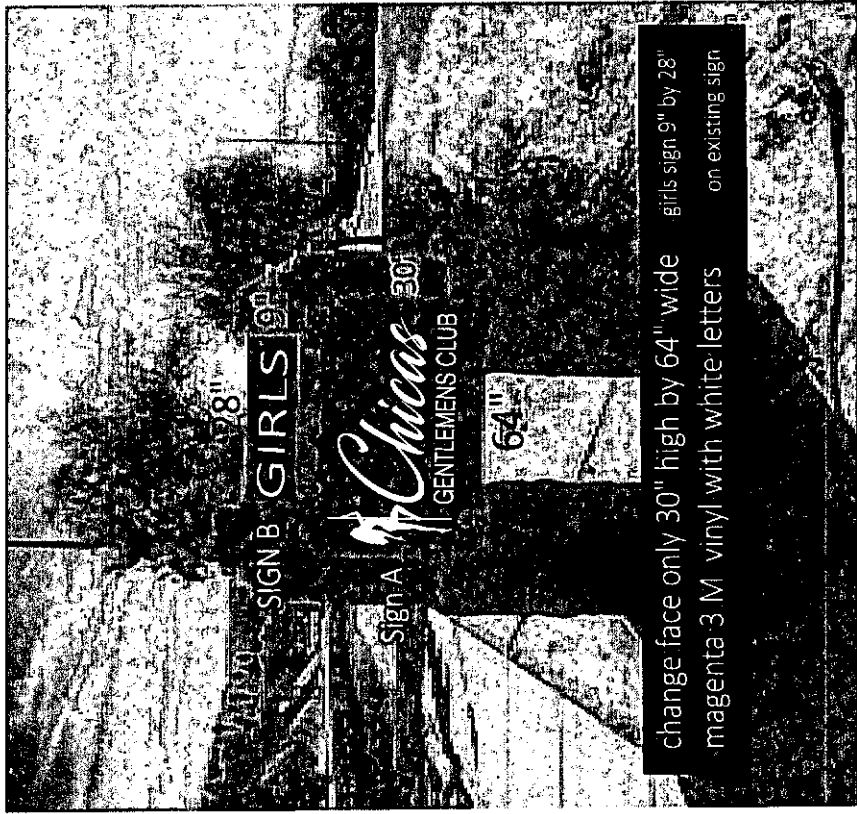
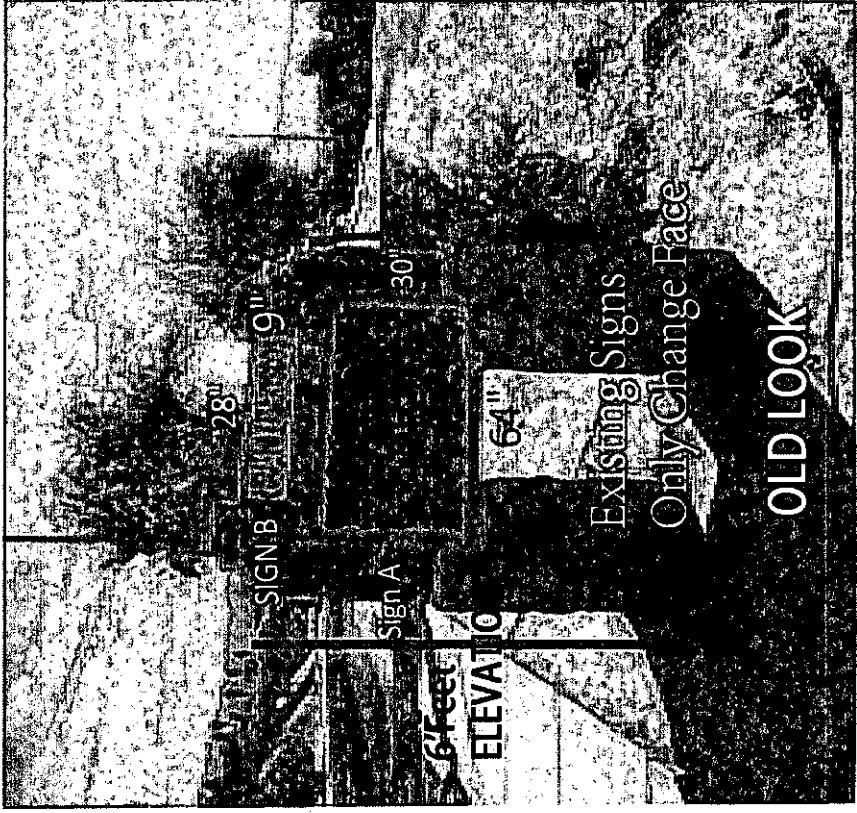
EXISTING



PROPOSED

⬆️
B

⬆️
A



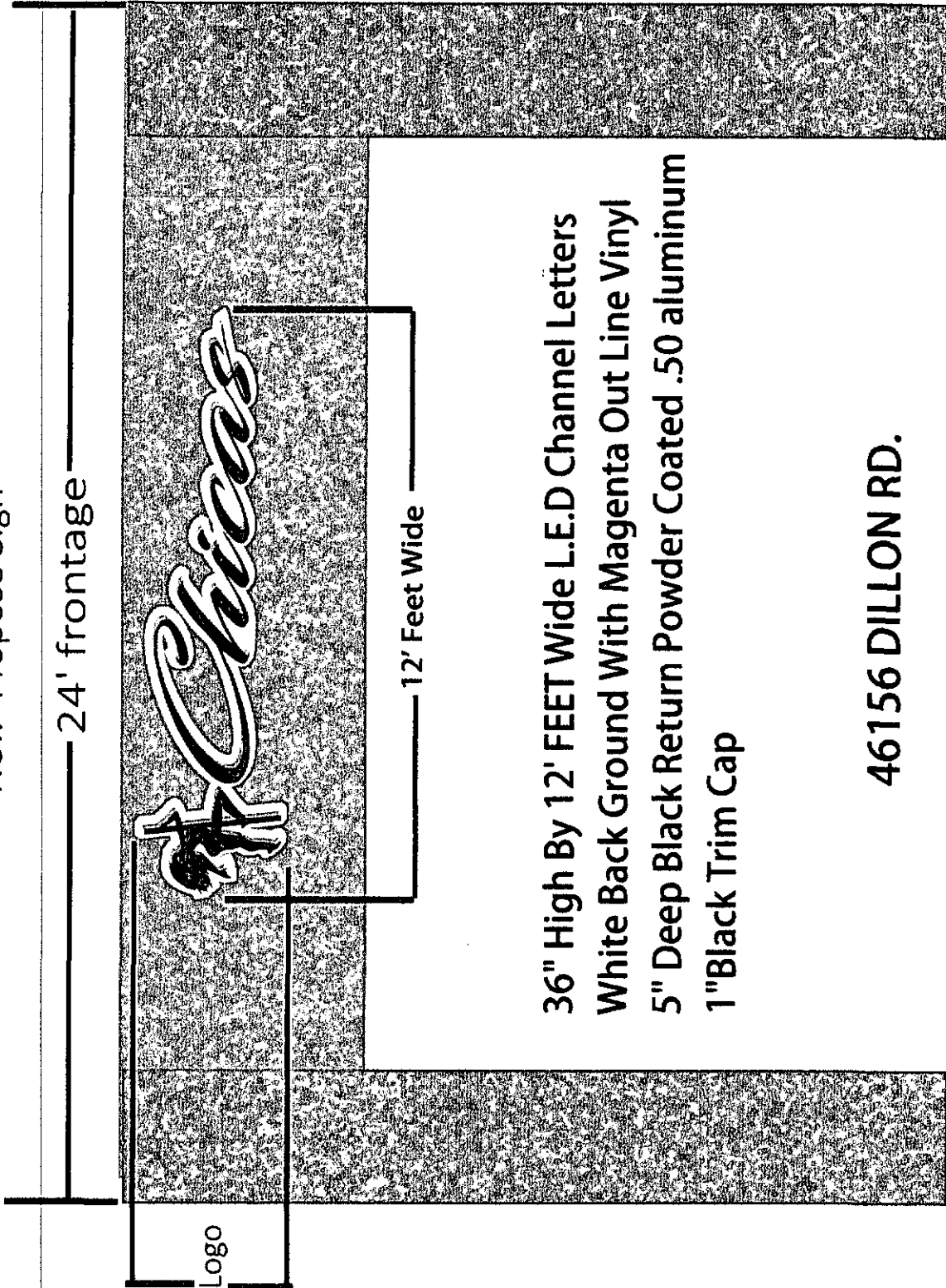
change face only 30" high by 64" wide girls sign 9" by 28" on existing sign
 magenta 3 M vinyl with white letters

③
↓



SIGN C

New Propose Sign



24' frontage

12' Feet Wide

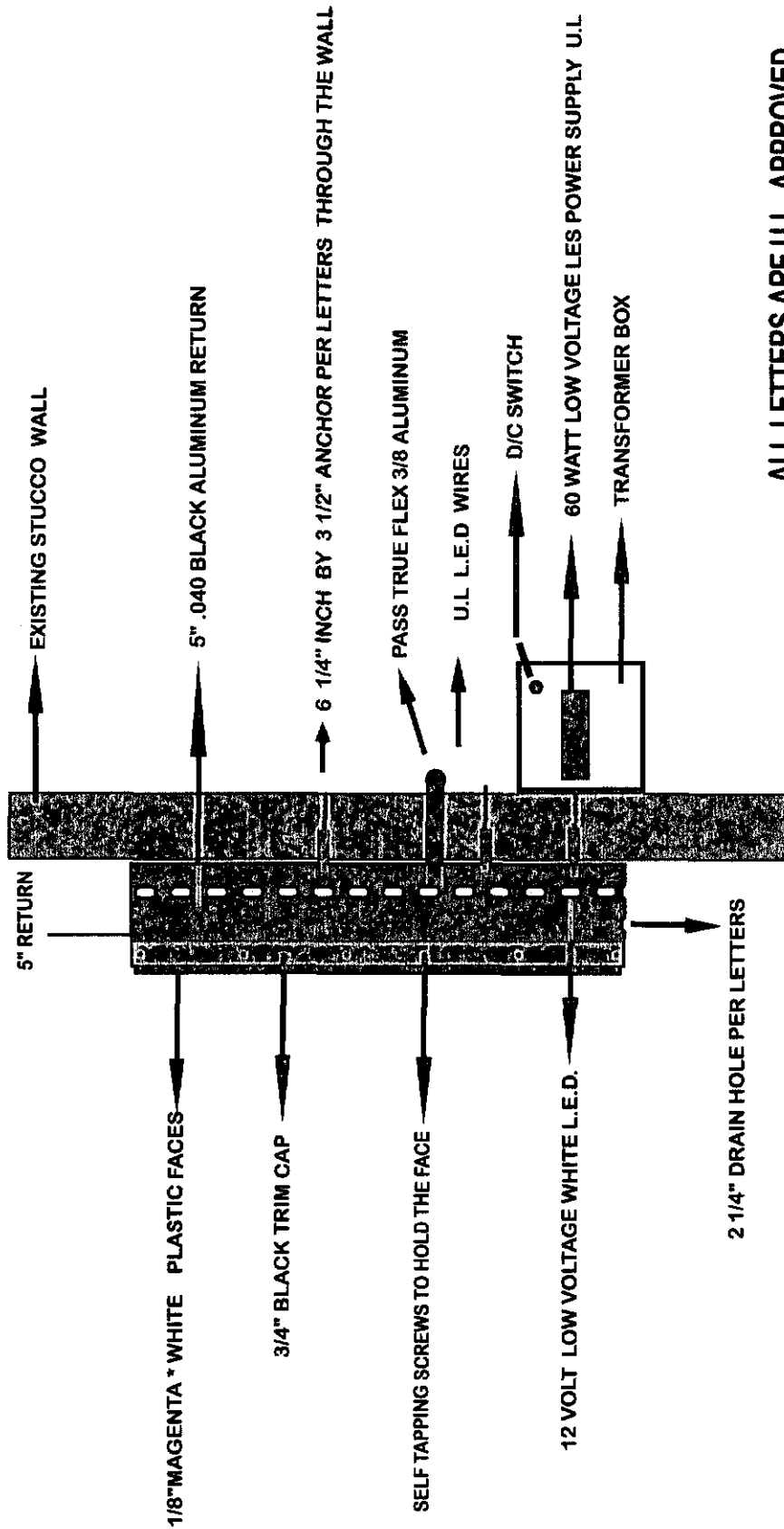
27' Feet
Elevation

36" High Girls Logo

36" High By 12' FEET Wide L.E.D Channel Letters
White Back Ground With Magenta Out Line Vinyl
5" Deep Black Return Powder Coated .50 aluminum
1" Black Trim Cap

46156 DILLON RD.

INSTALLATION DETAILS FRONT CHANNEL LETTERS



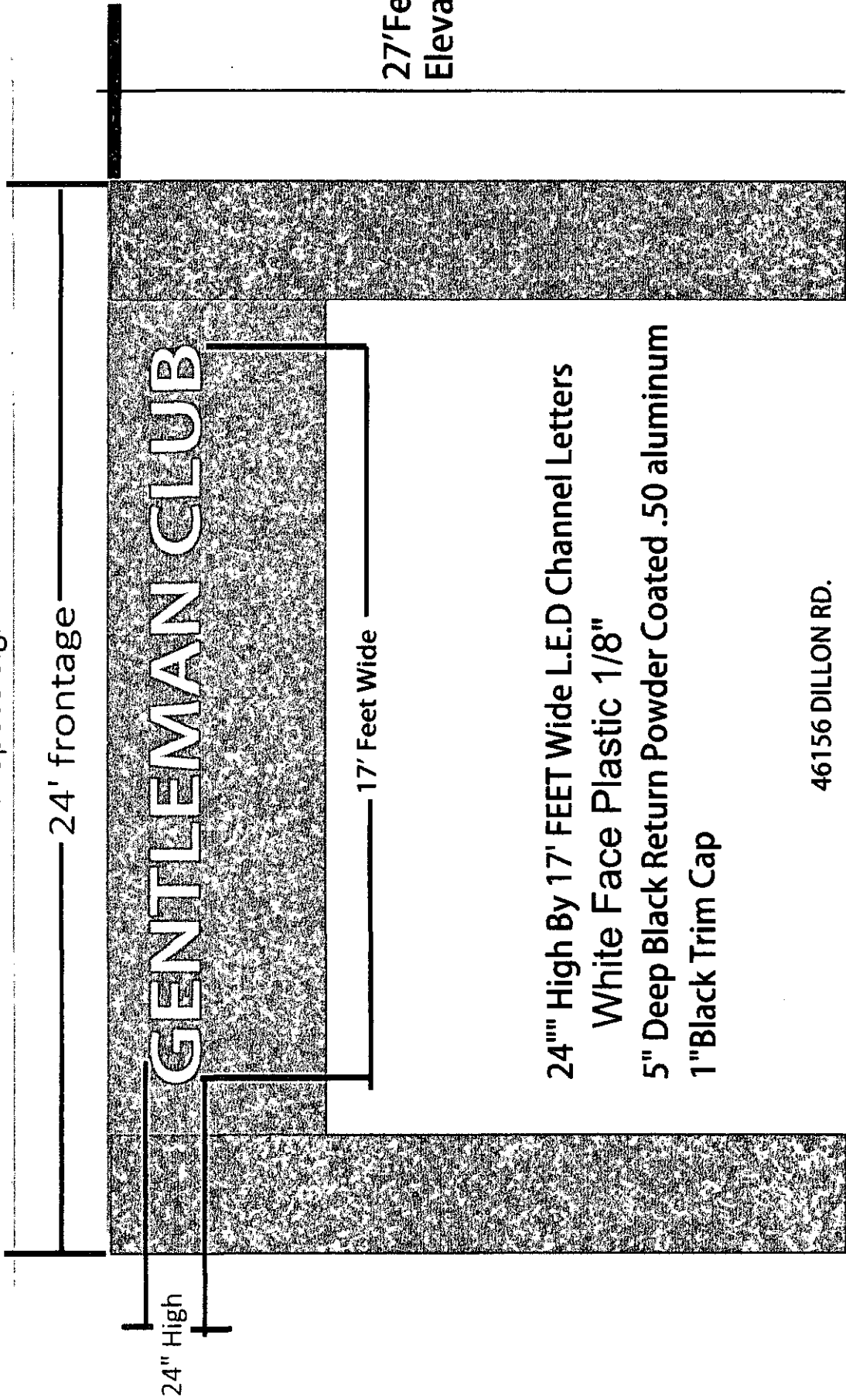
ALL LETTERS ARE U.L. APPROVED

46156 DILLON RD

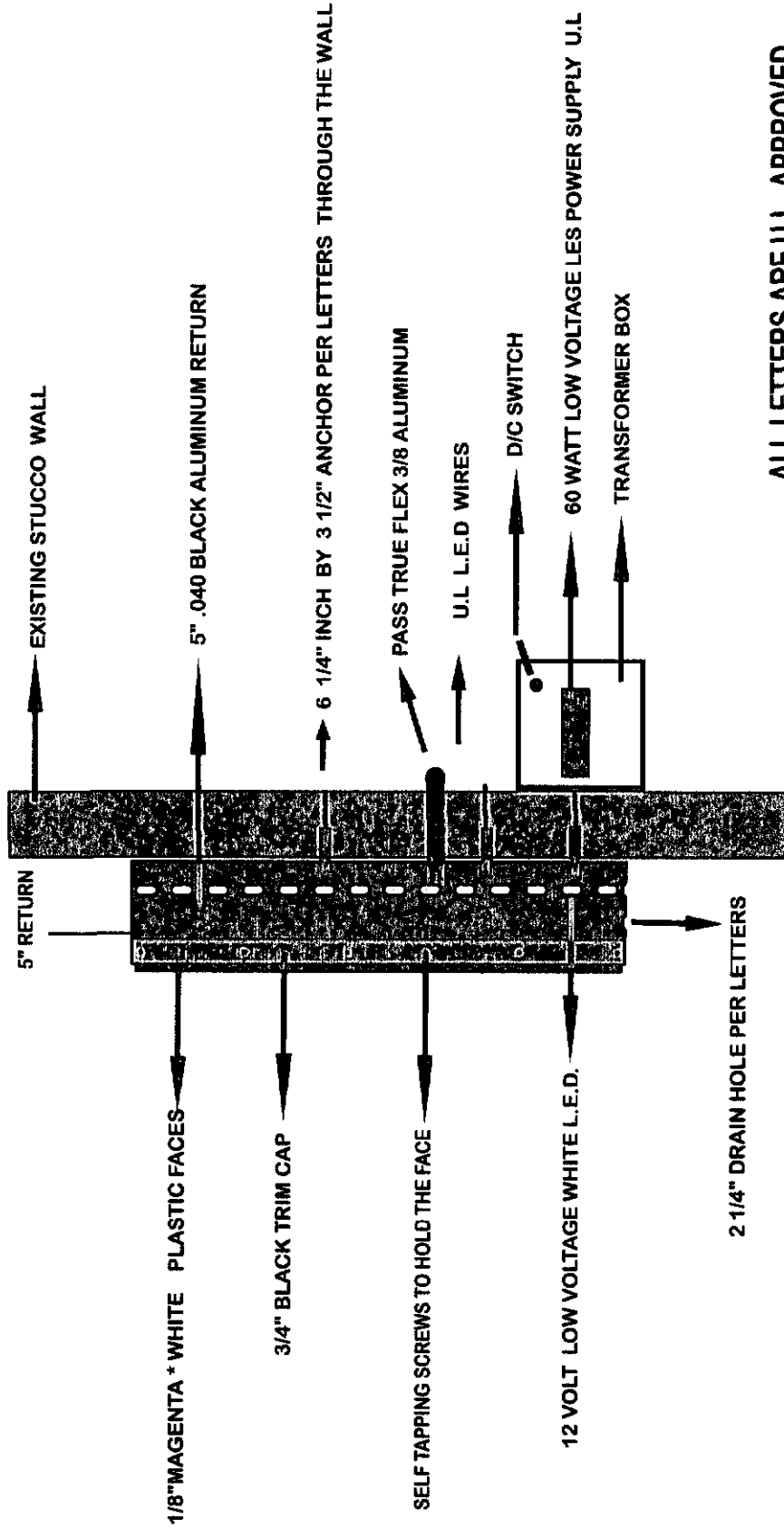


SIGN D

New Propose Sign



INSTALLATION DETAILS FRONT CHANNEL LETTERS



ALL LETTERS ARE U.L. APPROVED

46156 DILLON RD



Sign # (F)

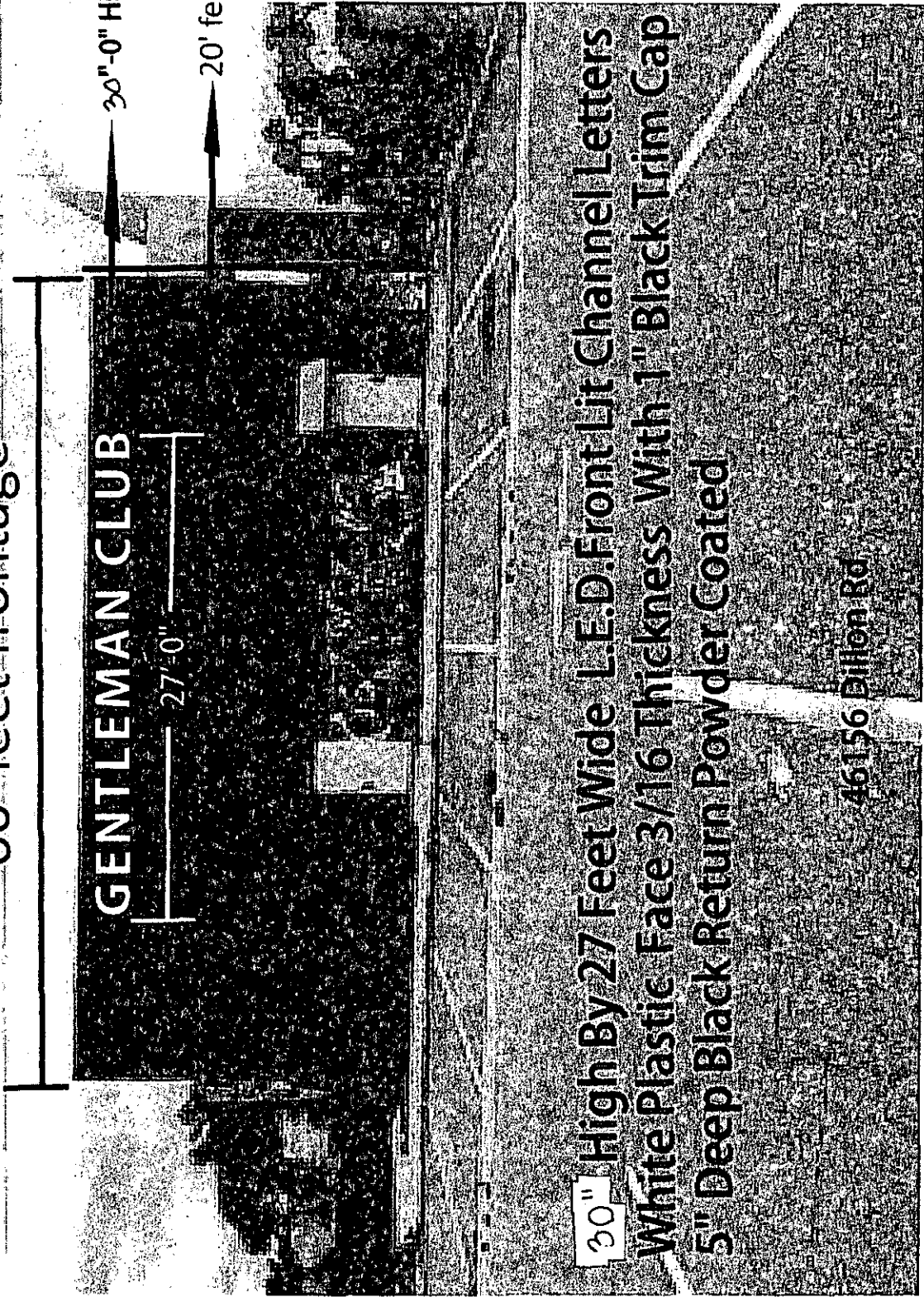
60' feet frontage

GENTLEMAN CLUB

27' 0"

30"-0" High Letters

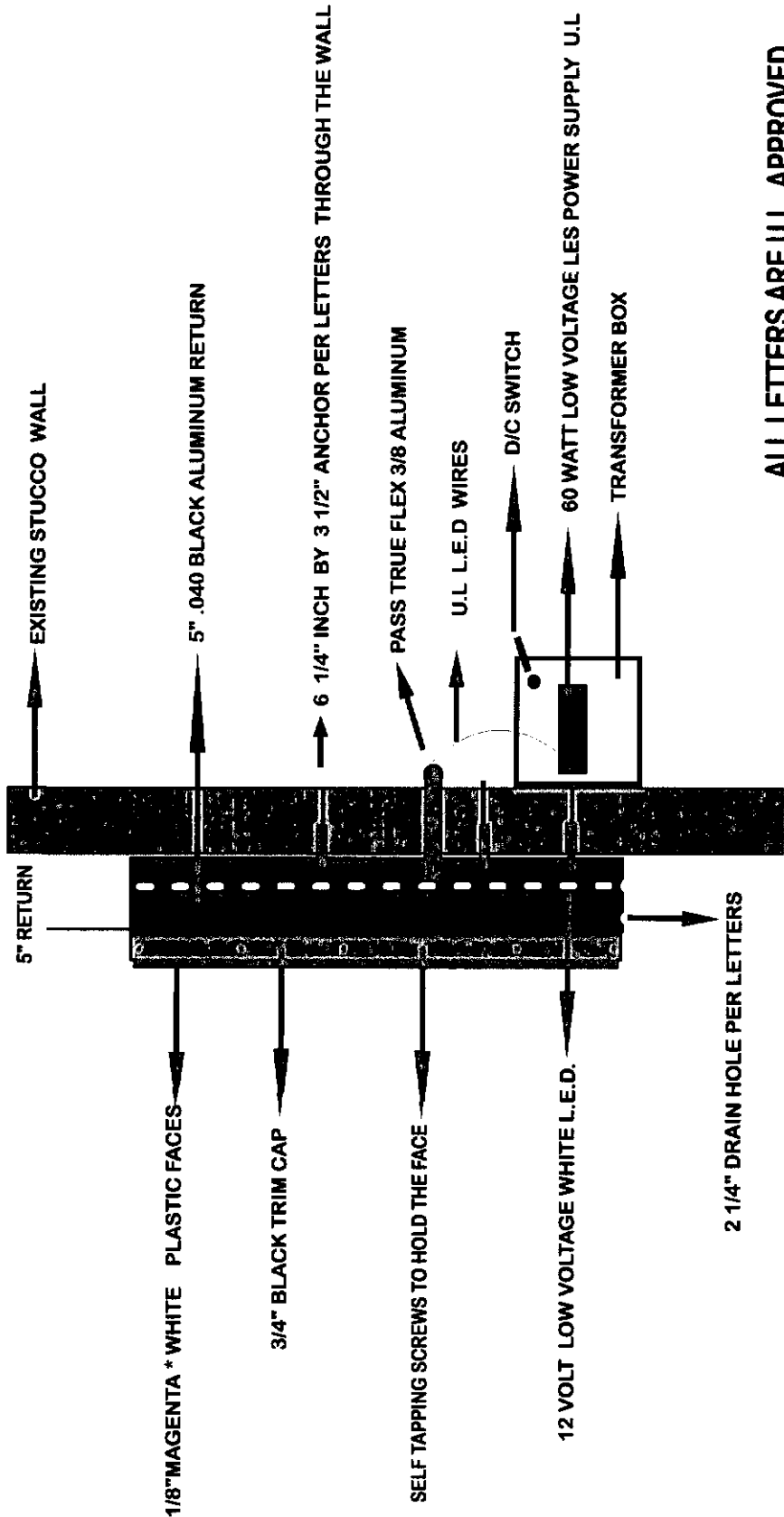
20' feet elevation



30" High By 27 Feet Wide L.E.D. Front Lit Channel Letters
 White Plastic Face 3/16 Thickness With 1" Black Trim Cap
 5" Deep Black Return Powder Coated

46156 Billion Rd.

INSTALLATION DETAILS FRONT CHANNEL LETTERS



ALL LETTERS ARE U.L. APPROVED

46156 DILLON RD

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**

Inspection Request Require 24 Hour Notice
(760) 398-3002



DATE: 10/17/2017
PERMIT NO: EL-2017-10-01135
USE ZONE:
OCCUPANCY: CONSTR TYPE: SQ FT:

Item 24.

Project Address: 46156 DILLON RD (BLD)
COACHELLA CA 92236

Project Valuation: \$ 0.00

Applicant's Name: KEVORK APOSHIAN
Owner's Name: KEVORK APOSHIAN
Owner's Address:

PARCEL #:
LOT #:
TRACT #:

Phone: (760) 275-6307
Fax:

Contractor's Name:
Contractor's Address:

Phone:
Fax:

Business Lic:
State Licence:

Contact Person:

Contact Phone:

Project Name:
Permit Type: ELECTRICAL PERMIT
Description of Work: ELECTRICAL RESET FOR "CHICAS GENTLEMEN CLUB" AFTER REPAIR.
Condition:

FEE(S):
ELECTRICAL PERMIT FEE \$115.00 ELECTRICAL SERVICE AMP \$281.00

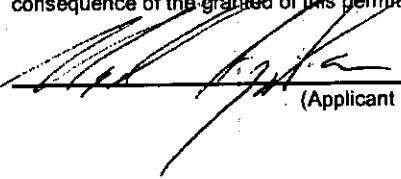
TOTAL FEES: \$ 396.00

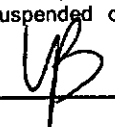
CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is


(Applicant Signature)


Building
Planning

339
Fee



CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES

DATE:
PERMIT NO:
USE ZONE:
OCCUPANCY: CONSTR TYPE: SQ FT:

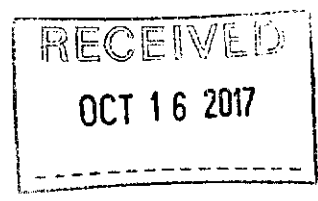
INSPECTION REQUEST REQUIRE 24 HOUR NOTICE
(760) 398-3002

Project Address: 46-156 Dillon RD
Dirección del Proyecto: Coachella CA 92236

Project Valuation: _____
Evaluación del Proyecto: _____

Applicant's Name: Kevoik Aposhian
Nombre del Solicitante:
Owner's Name: Kevoik Aposhian
Nombre del Propietario: 46-156 Dillon RD
Owner's Address: Coachella CA 92236
Dirección del Propietario:

PARCEL#:
LOT#:
TRACT#:
Phone Number:
Numero de Telefono:



Fax:
Fax:

Contractor's Name: Rudy Electrician
Nombre del Contratista:
Contractor's Address: Coachella CA 92236
Dirección del Contratista:

Phone Number: 760-275-6307
Numero de Telefono:
Fax:
Fax:

Contact Person: Miguel A. Cruz
Persona de Contacto:

Bus Lic/ Licencia:
State Lic/ Licencia del Estado:
Contact Phone:
Teléfono de Contacto:

Project Name/ Nombre del Proyecto:
Permit Type/ Tipo de Permiso:
Description of Work/ Descripción de los trabajos: Chicar (rentmenant club) Electrical Peract
Condition/Condición: Electrical work

→ 1,000 AMPS

ELECTRICAL	MECHANICAL	PLUMBING
# OF SVCS 600 V/UP TO 200 AMPS	# AC/ BOILERS UP TO 100K BTU	# OF BACKFLOW DEVICES <=2"
# OF SVCS 600 V/ OVER 200 AMPS	# A/C BROILERS 100K-500K BTU	# OF BACKFLOW DEVICES >=2"
# OF SVCS 600 V/OVER 1000 AMPS	# AC/BROILERS 500K BTU-1 M BTU	# OF PLUMBING FIXTURES
# OF TEMP POWER SERVICES	# AC/BROILERS 1 M BTU- 1.75M BTU	# OF PRIVATE SEWAGE DISPOSAL
# OF SUB-POLES	# AC/BROILERS OVER 1.75M BTU	# OF SEPTIC TANKS
# OF ELECT GENERATORS/RIDES	# OF A/C UNITS	# OF SEWER CONNECTIONS
# OF BOOTH LIGHTING	# OF AIR HANDLERS < 10K CFM	# OF WATER SERVICE
# OF FIXTURES FOR REPAIR/ALT	# OF AIR HANDLERS > 10K CFM	# OF WATER HEATERS
# OF ELECTRICAL FIXTURES	# OF APPLIANCE VENTS	# OF GAS SYSTEMS
# OF RESIDENTIAL APPLIANCES	# OF FURNACES UP TO 100K BTU	# OF VACUUM/BACKFLOW DEVICES
# OF RECEPTACLES/SWITCHES/OUTLETS	# OF FURNACES OVER 100K BTU	# OF LAWNSPRINKLERS
# OF POWER APPARATUS	# OF INCINERATORS- DOMESTIC	# SWIMMING POOL/PUBLIC POOL
# OF PRIVATE SWIMMING POOL(S)	# OF EXHAUST FANS	# OF SWIMMING POOL/PUBLIC SPA
	# COMM. RANGE HOODS	# OF SWIMMING POOL/PRIVATE POOL
		# OF SWIMMING POOL/PRIVATE SPA
		# OF INDUST WASTE INTERCEPTOR

CERTIFICATION APPEARING ON APPLICATIONS have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Applicant's Signature

Building 10/16/17
Planning 10/16/17

BUILDING PERMIT NO. _____

CITY OF COACHELLA, CA
1515 SIXTH STREET
COACHELLA, CA. 92236 (760) 398-3002

Building Address: 46-156 Dillon RD

Applicant: Kevin Apushkin

Mailing Address: 46156 Dillon RD

City: Coachella Zip: 92201 Tel: _____

Owner: Element Investment

Mailing Address: 6131 Goldwater Canyon

City: N-Hollywood Zip: 91606 Tel: _____

Contractor: Rudy Elediction

Mailing Address: _____

City: Coachella Zip: 92236 Tel: 760-275-6307

State Lic. & Class: _____ City License #: _____

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: _____ License #: _____

Date: _____ Contractor: _____

OWNER-BUILDER DECLARATION

I, hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 703.1.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and professions Code) or that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own

employees provided that such improvements are not intended or offered for sale. If, however, the building or in Item 24. is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

I am exempt under Sec. _____ B & P C for this reason

Date: _____ Owner: _____

WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: _____ Policy # _____

(This section need not be completed if the permit is for one hundred dollars (\$100) or less).

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: _____ Applicant: _____

WARNING: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, Interest, and Attorney's fees.

CONSTRUCTION LENDING AGENCY

I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name _____

Address: _____

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Date: 10/13/11 Applicant Signature: [Signature]

CERTIFICATE OF OCCUPANCY

***THIS TEMPORARY CERTIFICATE OF OCCUPANCY IS EFFECTIVE FOR 45 CALENDAR DAYS TO BEGIN 2/6/2018.



Division of Building Inspection

This certificate issued pursuant to the requirements of Section 307 of the Uniform Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the city regulating building construction or use. For the following:

Use Classification: CG-COMMERCIAL- NIGHTCLUB/ ADULT ENTERTAINMENT Bldg. Permit No.: BL-2018-02-12675

Occupancy Type: A-2 Construction Type: V-B Use Zone: GENERAL COMMERCIA

Owner of Building: WILLIAM GRIVAS Address: PO BOX 2 CARDIFF, CA 92236

Building Address: 46156 DILLON RD COACHELLA, CA 92236

By: J. LUIS LOPEZ, DEVELOPMENT SERVICES DIRECTOR

Date: 2/7/2018

J. Luis Lopez
Building Official

POST IN A CONSPICUOUS PLACE

City of Coachella
Utility
1515 6th Street
Coachella, CA 92236
760-398-2702
Welcome

000030-0023 Marisol D 02/07/2018 08:30AM

PERMITS & INSPECTIONS

WILLIAM GRIVAS
BL-2018-02-12675
MISCELLANEDUS BUILDING
PERMIT
CHANGE OF
OCCUPANCY/CHANGE-OF USE
TO NIG
pending
2018 Item: BL-2018-02-12675 256.00
Payment Id: 2073

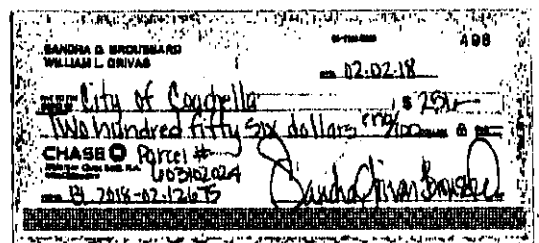
256.00

Subtotal 256.00
Total 256.00

CHECK 256.00
Check Number 0496

Change due 0.00

Paid by: WILLIAM GRIVAS



Thank you for your payment
Gracias por su pago

CUSTOMER COPY

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**



DATE: **07/17/2014**
 PERMIT NO: **BL-2014-07-10327**
 USE ZONE:
 OCCUPANCY: CONSTR TYPE: SQ FT:

Item 24.

Inspection Request Require 24 Hour Notice
 (760) 398-3002

Project Address: 46156 DILLON RD
 COACHELLA CA 92236

Project Valuation: \$ 2,500.00
 PARCEL #: 603102024
 LOT #: 2

Applicant's Name: QUALITY RELIABLE SERVICE
 Owner's Name: RAMON M. GUERRERO
 Owner's Address: 46156 DILLON RD
 COACHELLA CA 92236

TRACT #: 0.00

Phone:
 Fax:

Contractor's Name: QUALITY RELIABLE SERVICE
 Contractor's Address: 81211 INDIO BLVD
 2-B
 INDIO CA 92201
 Contact Person: SERGIO RODRIGUEZ

Phone: (760) 619-6565
 Fax:
 Business Lic:
 State Licence:
 Contact Phone: (760) 619-6565

Project Name:
 Permit Type: SIGN PERMIT
 Description of Work: INSTALL NEW OVAL CABINET SIGN (84 SQ FT) AND REMOVE "NEON" LETTERING ON
 Condition: EXISTING COMMERCIAL BUILDING

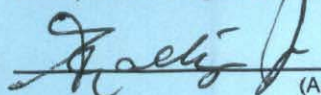
FEE(S):

SIGN FEE	\$224.00	Plan Check Fees	\$209.00	Senate Bill 1473	\$1.00
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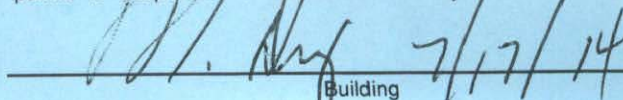
TOTAL FEES: \$ 434.00

CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed *Application and Permit* and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.


 (Applicant Signature)

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.
 Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is


 Building 7/17/14



**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**

DATE:
PERMIT NO:
USE ZONE:
OCCUPANCY: CONSTR TYPE: SQ FT:

INSPECTION REQUEST REQUIRE 24 HOUR NOTICE
(760) 398-3002

Project Address:

Dirección del Proyecto: 4656 DILON RD
COACHELLA CA 92236

Project Valuation: _____

Evaluación del Proyecto: _____

PARCEL#

LOT#:

TRACT#:

Phone Number:

Numero de Telefono

Applicant's Name:

Nombre del Solicitante: RAMON M. GUERRERO

Owner's Name:

Nombre del Propietario: BILL GRIVAS

Owner's Address:

Dirección del Propietario:

Fax:

Fax:

Contractor's Name:

Nombre del Contratista: LUIS DURAN

Phone Number:

Numero de Telefono: (909) 587 3021

Contractor's Address:

Dirreccion del Contratista:

Fax:

Fax:

Bus Lic/ Licencia:

State Lic/Licencia del Estado:

Contact Phone:

Telefono de Contacto:

224
p/c 209.
\$434.00

Contact Person:

Persona de Contacto

Project Name/ Nombre del Proyecto:

Permit Type/ Tipo de Permiso:

Description of Work/ Descripción de los trabajos: INSTALL NEW OVAL CABINET SIGN (84 S.F.)

Condition/Condición: AND REMOVE "NEON" LETTERING.

ELECTRICAL	MECHANICAL	PLUMBING
# OF SVCS 600 V/UP TO 200 AMPS	# AC/ BOILERS UP TO 100K BTU	# OF BACKFLOW DEVICES <=2"
# OF SVCS 600 V/ OVER 200 AMPS	# A/C BROILERS 100K-500K BTU	# OF BACKFLOW DEVICES >=2"
# OF SVCS 600 V/OVER 1000 AMPS	# AC/BROILERS 500K BTU-1M BTU	# OF PLUMBING FIXTURES
# OF TEMP POWER SERVICES	# AC/BROILERS 1M BTU- 1.75M BTU	# OF PRIVATE SEWAGE DISPOSAL
# OF SUB-POLES	# AC/BROILERS OVER 1.75M BTU	# OF SEPTIC TANKS
# OF ELECT GENERATORS/RIDES	# OF A/C UNITS	# OF SEWER CONNECTIONS
# OF BOOTH LIGHTING	# OF AIR HANDLERS < 10K CFM	# OF WATER SERVICE
# OF FIXTURES FOR REPAIR/ALT	# OF AIR HANDLERS > 10K CFM	# OF WATER HEATERS
# OF ELECTRICAL FIXTURES	# OF APPLIANCE VENTS	# OF GAS SYSTEMS
# OF RESIDENTIAL APPLIANCES	# OF FURNACES UP TO 100K BTU	# OF VACUUM/BACKFLOW DEVICES
# OF RECEPTACLES/SWITCHES/OUTLETS	# OF FURNACES OVER 100K BTU	# OF LAWN SPRINKLERS
# OF POWER APPARATUS	# OF INCINERATORS- DOMESTIC	# SWIMMING POOL/PUBLIC POOL
# OF PRIVATE SWIMMING POOL(S)	# OF EXHAUST FANS	# OF SWIMMING POOL/PUBLIC SPA
	# COMM. RANGE HOODS	# OF SWIMMING POOL/PRIVATE POOL
		# OF SWIMMING POOL/PRIVATE SPA
		# OF INDUST WASTE INTERCEPTOR

CERTIFICATION APPEARING ON APPLICATIONS have carefully examined the above completed *Application and Permit* and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

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Applicant's Signature

[Signature]
Building
Planning 7/8/14

CLIENT
Culichi Town

CONTACT
Misael Guerrero

ADDRESS
46156 Dillon Rd

DESIGNER
pachela

STATE
CA

DATE
06 / 19 / 2014

SCALE
NTS

PROJECT

1 SIGNS BOX (REVERSE)

14'

6'



APPROVED		
DEPT.	INITIALS	DATE
BUILDING		
PLANNING	<i>J. Lopez</i>	7/8/14
ENGINEERING		

LANDLORD APPROVAL: SIGNATURE: _____ DATE: _____

APPROVED AS IS: _____

MAKE REVISIONS AND SUBMIT NEW PROOF: _____

CLIENT APPROVAL: SIGNATURE: _____ DATE: _____

CLIENT

Culichi Town

CONTACT

Misael Guerrero

ADDRESS

46156 Dillon Rd

City

STATE
CA

DESIGNER

DATE

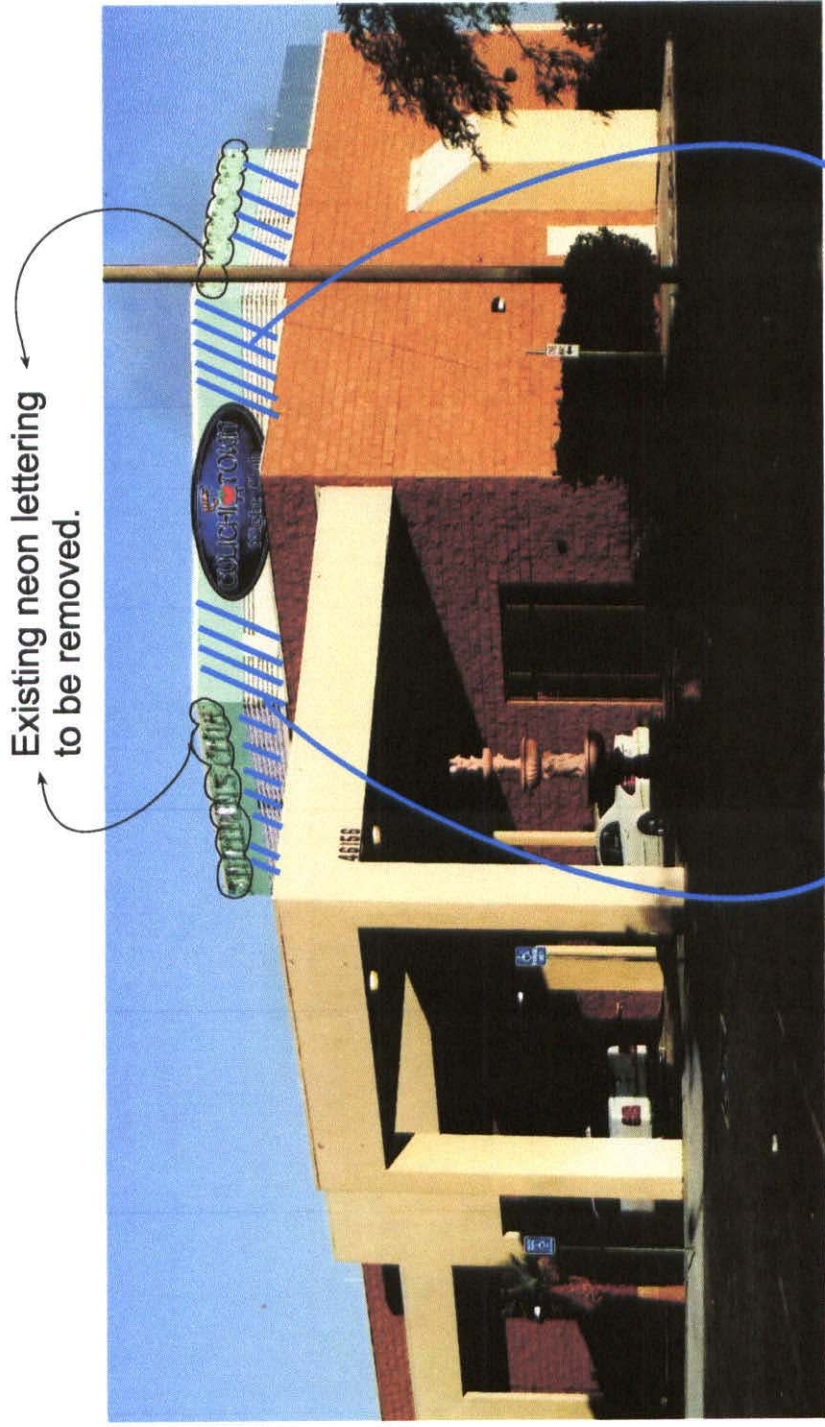
06 / 19 / 2014

SCALE

NTS

PROJECT

1 SIGNS BOX (REVERSE)



Dimension: Front 150'
Side 75'

LANDLORD APPROVAL:

SIGNATURE:

DATE:

APPROVED AS IS:

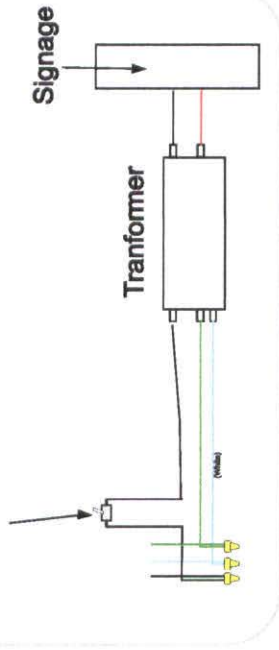
MAKE REVISIONS AND SUBMIT NEW PROOF:

CLIENT APPROVAL:

SIGNATURE:

DATE:

WIRING DIAGRAM PLAN



CLIENT
Culichi Town

CONTACT
Misael Guerrero

ADDRESS
46156 Dillon Rd

City
Tachela

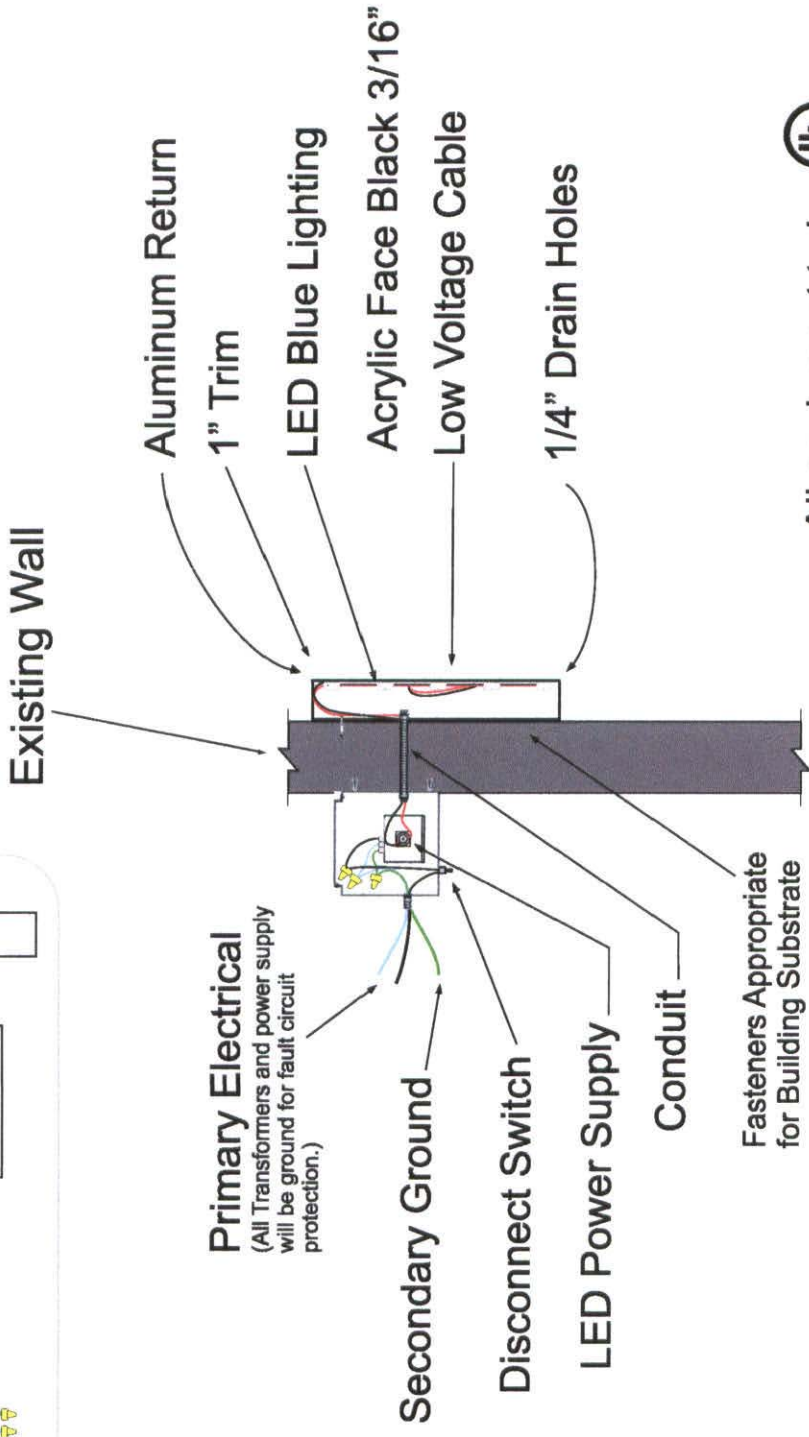
STATE
CA

DESIGNER

DATE
06 / 19 / 2014

SCALE
NTS

PROJECT



All equipment to be **UL LISTED**

LANDLORD APPROVAL: SIGNATURE: _____ DATE: _____
 APPROVED AS IS: MAKE REVISIONS AND SUBMIT NEW PROOF:

CLIENT APPROVAL: SIGNATURE: _____ DATE: _____

Item 24.

46156 Dillon Rd • Coachella, CA 92236



CLIENT

Culichi Town

CONTACT

Misael Guerrero

ADDRESS

46156 Dillon Rd

CITY

Coachella

STATE

CA

DESIGNER

DATE

06 / 19 / 2014

SCALE

NTS

PROJECT

*1 SIGNS BOX (REVERSE)

LANDLORD APPROVAL:

SIGNATURE: _____

DATE: _____

APPROVED AS IS:

MAKE REVISIONS AND SUBMIT NEW PROOF:

CLIENT APPROVAL:

SIGNATURE: _____

DATE: _____

Item 24.

46156 Dillon Rd • Coachella, CA 92236

CLIENT
Culichhi Town

CONTACT
Misael Guerrero

ADDRESS
46156 Dillon Rd

CITY
Coachella

STATE
CA

DESIGNER

DATE
06 / 19 / 2014

SCALE
NTS

PROJECT

1. SIGNS BOX (REVERSE)



LANDLORD APPROVAL:

APPROVED AS IS:

MAKE REVISIONS AND SUBMIT NEW PROOF:

SIGNATURE: _____

DATE: _____

CLIENT APPROVAL:

SIGNATURE: _____

DATE: _____

CITY OF COACHELLA, CA
1515 SIXTH STREET
COACHELLA, CA. 92236 (760) 398-3002

Building Address: _____

Applicant: _____

Mailing Address: _____

City: _____ Zip: _____ Tel: _____

Owner: _____

Mailing Address: _____

City: _____ Zip: _____ Tel: _____

Contractor: _____

Mailing Address: _____

City: _____ Zip: _____ Tel: _____

State Lic. & Class: _____ City License #: _____

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: _____ License #: _____

Date: _____ Contractor: _____

OWNER-BUILDER DECLARATION

I, hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 703.1.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and professions Code) or that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own

employees provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder shall bear the burden of proving that he or she did not build or improve for the purpose of sale.)

Item 24.

I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.).

I am exempt under Sec. _____ B & P C for this reason
Date: _____ Owner: _____

WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: _____ Policy # _____ (This section need not be completed if the permit is for one hundred dollars (\$100) or less).
- I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.
Date: _____ Applicant: _____

WARNING: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, Interest, and Attorney's fees.

CONSTRUCTION LENDING AGENCY

I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).
Lender's Name _____
Address: _____

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Page 263 Date: 07-02-14 Applicant Signature: _____



City of Coachella
760.398.2702

1 Reg1
1419701-1 07/17/2014 BR1 T3
Thu Jul17,2014 02:24PM Trans#88-88
Name: QUALITY RELIABLE SERVICE
Addr: 46156 DILLON RD COACHELLA,CA 922
88 \$434.00 BLDG PER - building permi
Customer #: 004167
* Permit #: BL-2014-07-10327
Amt: \$434.00
1 ITEM(S): TOTAL: \$434.00
Visa PAID \$434.00

Thank You - Gracias por su pago
Duplicate

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**



DATE: 06/14/2016
 PERMIT NO: EL-2016-06-01031
 USE ZONE:
 OCCUPANCY: CONSTR TYPE: SQ FT:

Item 24.

Inspection Request Require 24 Hour Notice
 (760) 398-3002

Project Address: 46156 DILLON RD
 COACHELLA CA 92236

Project Valuation: \$ 0.00
 PARCEL #: 603102024
 LOT #: 2
 TRACT #: 0.00

Applicant's Name: ROBERT HOCINI
 Owner's Name: ROBERT HOCINI
 Owner's Address: 46156 DILLON RD
 COACHELLA CA 92236

Phone: (310) 272-0638
 Fax:

Contractor's Name:
 Contractor's Address:

Phone:
 Fax:
 Business Lic:
 State Licence:
 Contact Phone:

Contact Person:

Project Name:
 Permit Type: ELECTRICAL PERMIT
 Description of Work: RESET ELECTRICAL METER ON EXISTING COMMERCIAL BUILDING "CULICHI TOWN"
 Condition:

FEE(S):	
ELECTRICAL PERMIT FEE	\$115.00
ELECTRICAL SERVICE AMP	\$224.00

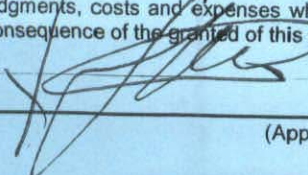
TOTAL FEES: \$ 339.00

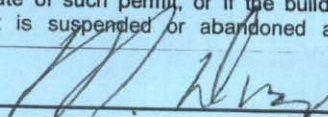
CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

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Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is


 (Applicant Signature)


 Building
 6/14/14
 Planning



**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**

DATE:
PERMIT NO:
USE ZONE:
OCCUPANCY: CONSTR TYPE: SQ FT:

INSPECTION REQUEST REQUIRE 24 HOUR NOTICE
(760) 398-3002

Project Address: 46156 Dillon Road
Dirección del Proyecto: Coachella, CA 92236

Project Valuation: _____
Evaluación del Proyecto: _____

Applicant's Name:
Nombre del Solicitante
Owner's Name: Robert Hocini

PARCEL#
LOT#:
TRACT#:
Phone Number:
Numero de Telefono

Nombre del Propietario:
Owner's Address: 46156 Dillon Road
Dirección del Propietario: Coachella, CA 92236

Fax:
Fax:

Contractor's Name:
Nombre del Contratista
Contractor's Address:
Dirrección del Contratista:

Phone Number: (310)272-0638
Numero de Telefono:
Fax:
Fax:

Contact Person:
Persona de Contacto
Project Name/ Nombre del Proyecto:
Permit Type/ Tipo de Permiso:

Bus Lic/ Licencia:
State Lic/Licencia del Estado:
Contact Phone:
Teléfono de Contacto:

Description of Work/Descripción de los trabajos: Electricity (power turned on) or Activation
Condition/Condición:

ELECTRICAL	MECHANICAL	PLUMBING
# OF SVCS 600 V/UP TO 200 AMPS	# AC/ BOILERS UP TO 100K BTU	# OF BACKFLOW DEVICES <=2"
# OF SVCS 600 V/ OVER 200 AMPS	# A/C BROILERS 100K-500K BTU	# OF BACKFLOW DEVICES >=2"
# OF SVCS 600 V/OVER 1000 AMPS	# AC/BROILERS 500K BTU-1M BTU	# OF PLUMBING FIXTURES
# OF TEMP POWER SERVICES	#AC/BROILERS 1M BTU- 1.75M BTU	# OF PRIVATE SEWAGE DISPOSAL
# OF SUB-POLES	# AC/BROILERS OVER 1.75M BTU	# OF SEPTIC TANKS
# OF ELECT GENERATORS/RIDES	# OF A/C UNITS	# OF SEWER CONNECTIONS
# OF BOOTH LIGHTING	# OF AIR HANDLERS < 10K CFM	# OF WATER SERVICE
# OF FIXTURES FOR REPAIR/ALT	# OF AIR HANDLERS > 10K CFM	# OF WATER HEATERS
# OF ELECTRICAL FIXTURES	# OF APPLIANCE VENTS	# OF GAS SYSTEMS
# OF RESIDENTIAL APPLIANCES	# OF FURNACES UP TO 100K BTU	# OF VACUUM/BACKFLOW DEVICES
# OF RECEPTACLES/SWITCHES/OUTLETS	# OF FURNACES OVER 100K BTU	# OF LAWNSPRINKLERS
# OF POWER APPARATUS	# OF INCINERATORS- DOMESTIC	# SWIMMING POOL/PUBLIC POOL
# OF PRIVATE SWIMMING POOL(S)	# OF EXHAUST FANS	# OF SWIMMING POOL/PUBLIC SPA
	# COMM. RANGE HOODS	# OF SWIMMING POOL/PRIVATE POOL
		# OF SWIMMING POOL/PRIVATE SPA
		# OF INDUST WASTE INTERCEPTOR

CERTIFICATION APPEARING ON APPLICATIONS have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Applicant's Signature _____
 Building _____ 6/14/16
 Planning _____ 6/14/16

9AM.



City of Coachella
760.398.2702

1 Reg1
1616601-1 06/14/2016 BR1 T2
Tue Jun14,2016 04:27PM Trans#26-26
Name: HOCINI ROBERT
Addr: 46156 DILLON RD COACHELLA,CA 922
26 \$339.00 BLDG PER - building permi
Customer #: 005049
* Permit #: EL-2016-06-01031
Amt: \$339.00
1 ITEM(S): TOTAL: \$339.00
Cash PAID \$340.00
CHANGE DUE: \$1.00

Thank You - Gracias por su pago
Duplicate

COACHELLA CAN LCC - PRIMARY BUSINESS



SHEET INDEX:

- SMT4 SHEET NAME
- A0.00 COVER SHEET
- A0.10 MATERIAL BOARD
- A0.11 3D VIEWS EXTERIOR
- A0.12 3D VIEWS EXTERIOR
- A0.13 3D VIEWS INTERIOR
- A0.14 3D VIEWS INTERIOR
- A1.01 SITE PLAN
- A2.00 EXISTING FLOOR PLAN
- A2.01 FIRST FLOOR PLAN
- A3.01 BUILDING ELEVATIONS
- A3.02 BUILDING ELEVATIONS
- A4.01 BUILDING SECTIONS
- L1.01 LANDSCAPE PLAN
- L3.01 LANDSCAPE SECTIONS
- SHEET TOTAL: 14

PROJECT DATA:

SCOPE OF WORK - PRIMARY:

TENANT IMPROVEMENT OF EXISTING SEXUALLY ORIENTED BUSINESS INTO TWO TENANT SPACES, INCLUDING A CHANGE OF USE & ZONE. THE NEW USE OF LARGER SPACE IS TO BE A CANNABIS RETAIL STORE AND CONSUMPTION LOUNGE. WORK TO INCLUDE REVISIONS OF INTERIOR PARTITION AND DOORS AND MILLWORK, REMOVAL OF GRID CEILING AND NEW CEILING AND GLASS PARTITIONS. NO PLUMBING FIXTURES PER SEPARATE LAYOUT. MECHANICAL, ELECTRICAL TO MEET CURRENT CODES.

EXTERIOR WORK TO INCLUDE PAINTING OF ALL ELEVATIONS, NEW AWNING AND SERVICE WINDOW AT KITCHEN FOR SECONDARY BUSINESS, REPLACEMENT OF ALL SIGNAGE, NEW POST MOUNT SIGNAGE AS WELL AS NEW WALL MOUNTED SELF ILLUMINATED SIGNAGE FOR SECONDARY BUSINESS. PLANTING AND EARTHWORK UPDATES PER CURRENT ORDINANCES.

ADDRESS: 46156 DILLON ROAD, COACHELLA, CA 92326

APN: 603102-024

LOT AREA: 82,729 SF / 1.9 ACRE

BUILDING AREA: 8,045 SF GROSS

(E) ZONING: C-G

(E) ZONING: C-GR

(E) OCCUPANCY: A-3

(N) OCCUPANCY: M-CANNABIS / F-1 KITCHEN

FLOOR AREA: EXISTING: 8,045 SF (GROSS)
PROPOSED: 8,045 SF (GROSS)

PRIMARY BUSINESS: 7,170 SF

SECONDARY BUSINESS: 875 SF KITCHEN + 400 SF OUTDOOR SEATING

TENANT: TYPE V-B

CONSTRUCTION TYPE: TYPE V-B

FIRE PROTECTION: SPRINKLERED. SEE DEFERRED SUBMITTALS BELOW

FIRE RESISTANCE RATING: (CBC TABLE 401 & 402)

FIRE SEPARATION RATING: (CBC TABLE 508.4)

BT-1.M.S-1: NO SEPARATION REQUIRED

OFF-STREET PARKING:

KITCHEN	1,200 X 857	-04
LOUNGE	7,318 X 1,883	-45
DETAIL	1,250 X 580	-22
TOTAL		-71

MIN REQ'D ACCESSIBLE SPACES: -4 (76-100 SPACES)
BI-CYCLE PARKING: 8 SPACES

OCCUPANCY ANALYSIS:

OCCUPANT LOAD FACTOR (TABLE 1004.1.2)

1.60 - MERCANTILE (RETAIL)

1.300 - FACTORY (COMMERCIAL KITCHEN/NO DINING)

EGRESS WIDTH REQUIREMENTS (TABLE 1005.1)

DOOR EXITS: # OCCUPANTS X 0.2 - EGRESS WIDTH

STAIRWAYS: # OCCUPANTS X 0.3 - EGRESS WIDTH

EGRESS DISTANCE REQUIREMENTS (CBC TABLE 1017.2)

MAX TRAVEL DISTANCE (M OCCUPANCY): 200 FEET

MAX TRAVEL DISTANCE (F OCCUPANCY): 200 FEET

COMMON PATH OF EGRESS TRAVEL DISTANCE (CBC TABLE 1006.2.1)

MAX TRAVEL DISTANCE (M OCCUPANCY): 75 FEET

MAX TRAVEL DISTANCE (F OCCUPANCY): 75 FEET

NUMBER OF EXITS REQUIRED (TABLE 1006.2 & CBC TABLE 1006.2.1)

M OCCUPANCY: 1 EXIT - 49 OCCUPANTS OR LESS

F OCCUPANCY: 2 EXITS - 50 OCCUPANTS OR MORE (500 OCCUPANTS)

PLUMBING ANALYSIS:

PLUMBING FIXTURES SHALL BE PROVIDED IN ACCORDANCE WITH TABLE 4.1, SECTION 413 OF THE CALIFORNIA PLUMBING CODE

M OCCUPANCY: 4 UNSEX PROVIDED

F OCCUPANCY: 1 UNSEX PROVIDED

CAL GREEN:

CAL GREEN MANDATORY MEASURES AS APPLIES TO REMODEL

APPLICABLE CODES:

THE CITY OF COACHELLA ADOPTS THE FOLLOWING CODES, ORDINANCES, RULES & REGULATIONS (INCLUDING ERRATA AND SUPPLEMENTS TO THE FOLLOWING)

- 2019 CALIFORNIA BUILDING CODE
- 2019 CALIFORNIA MECHANICAL CODE
- 2019 CALIFORNIA PLUMBING CODE
- 2019 CALIFORNIA ELECTRICAL CODE
- 2019 CALIFORNIA GREEN BUILDING CODE
- 2019 CALIFORNIA ENERGY CODE
- 2019 CALIFORNIA FIRE CODE
- 2019 CALIFORNIA RETAIL FOOD CODE
- COACHELLA MUNICIPAL CODE

OCCUPANCY NOTES:

THE AGGREGATE QUANTITY OF NONFLAMMABLE SOLID AND NONFLAMMABLE OR NONCOMBUSTIBLE LIQUID HAZARDOUS MATERIALS STORED OR DISPLAYED IN A SINGLE CONTROL AREA OF A GROUP M OCCUPANCY SHALL NOT EXCEED THE QUANTITIES IN TABLE 414.2(5).

DEFERRED APPROVAL/SUPER SEPARATE PERMIT:

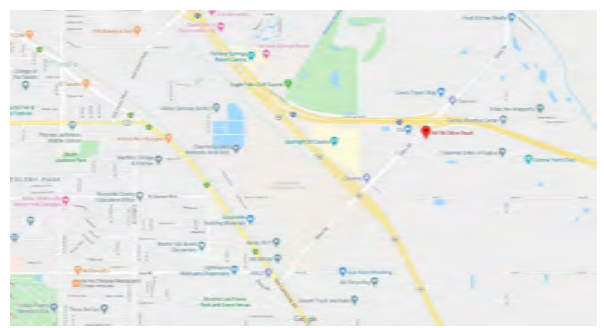
- SPRINKLER SYSTEM: SPRINKLER SYSTEM TO BE ALTERED AS REQUIRED BY NEW CONSTRUCTION. CONTRACTOR TO SUBMIT TO SETS OF SHOP DRAWINGS AND PERMIT APPLICATION TO THE CITY OF COACHELLA FIRE DEPARTMENT PRIOR TO ALTERING THE SYSTEM. ARCHITECT TO REVIEW SHOPS FOR CONFORMANCE WITH THE PROJECT DESIGN. PRIOR TO SUBMITTAL, PROVIDE CONFIRMATION THAT THE PROJECT ARCHITECT/ENGINEER HAS REVIEWED SUBMITTED DESIGNS BY OTHERS. EVIDENCE OF SUCH REVIEW SHALL BE OBTAINED FOR COORDINATION AND COMPATIBILITY OF LOADS, GEOMETRY, ETC.) SHALL BE SUBMITTED PRIOR TO PLAN CHECK APPROVAL. EVIDENCE SHALL BE IN THE FORM OF THE PROJECT ARCHITECT/ENGINEER'S SHOP DRAWING APPROVAL, STAMP DIRECTLY ONTO THE DESIGNS, PLANS AND CALCULATIONS PERFORMED BY OTHERS.

SYMBOLS: **ABBREVIATIONS (CONT'D):** **ABBREVIATIONS (CONT'D):** **ASSESSOR'S PARCEL MAP:**

GRID LINES:		LEVEL TAG:	
ROOM TAG:		EXTERIOR ELEVATION SYMBOL:	
SECTION OUT SYMBOL:		INTERIOR ELEVATION SYMBOL:	
DETAIL CALLOUT:		KEYNOTE TAG:	
MATERIAL TAG:		WALL TAG:	
DOOR TAG:		WINDOW TAG:	
SPOT ELEVATION:		REVISION TAG:	
ABBREVIATIONS:			



VICINITY MAP:



OWNER:
WILLIAM L. CIRVAL, SR.
303 PINECOT AVENUE
SOLANO BEACH, CA 90705
P: 818.913.4364
E: info@williaml.com
www.williaml.com

TENANT:
COACHELLA CANA CLUB
484 COACHELLA CANA CLUB
4774 ARDEN PARKWAY
1970 RUBEN AVENUE, SUITE 104
TOLAND, CA 95134
P: 818.913.4364
E: info@coachellacanaclub.com

ARCHITECT:
STUDIO REN ARCHITECTURE
4774 ARDEN PARKWAY
1970 RUBEN AVENUE
PASADENA, CA 91104
P: (626) 790-5965
E: info@studioren.com

LANDSCAPE ARCHITECT:
MCG BUSHING COFFEY LANDSCAPE ARCHITECTURE
114 N GOWER AVENUE
LOS ANGELES, CA 90045
P: (213) 581-1100
E: info@mcglca.com

PROJECT:
COACHELLA CAN LCC - APPLICATION

46156 DILLON ROAD
COACHELLA, CA 92326

NO. ISSUES/REVISION **DATE**

CAL GREEN:

CAL GREEN MANDATORY MEASURES AS APPLIES TO REMODEL

APPLICABLE CODES:

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COVER SHEET

SHEET TITLE:

PLAN: AS CAL NOTED (REVISIONS) AT 24/02/2020

PROJECT NUMBER: 1908

DATE: 12/28/2019

DRAWN BY: Austin

C.U.P SUBMITTAL - 08.26.2020 **A0.00**

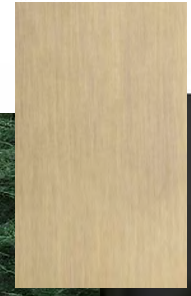
FINISH LEGEND:

- CONCRETE
- EPOXY
- FABRIC/UPHOLSTERY
- GLASS
- METAL
- PAINT
- STONE/SOLID SURFACE
- TILE
- WOOD
- WALL COVERING

SHEET NOTES:

1. SEE SHEETS A010 FOR MATERIAL SAMPLES.
2. SEE SHEETS A011, A012 AND A013 FOR COLOR RENDERED VIEWS.
3. SEE SIGNAGE PACKAGE FOR ADDITIONAL INFORMATION ON DIMENSIONS, MATERIALITY AND CONSTRUCTION OF SIGNAGE.

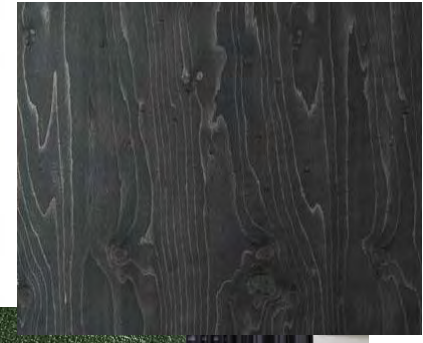
BRUSHED BRASS SIGNAGE AND TRIM - ENTRY / CONSUMPTION LOUNGE / PORTE COCHERE CEILING



BLACK MIRROR ACCENT WALL - CONSUMPTION LOUNGE BAR



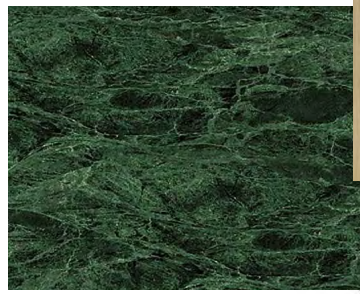
BLACK STAINED PLYWOOD PANELING - CONSUMPTION LOUNGE / VIP CONSUMPTION LOUNGE CEILING



CUSTOM GRAPHIC WALLPAPER - EPOXY FLOORING AND CABINETRY AT ENTRY TO MATCH

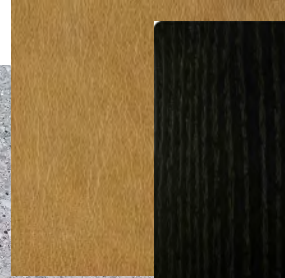


VEINED QUATAMA MABLE CONSUMPTION LOUNGE BAR COUNTER

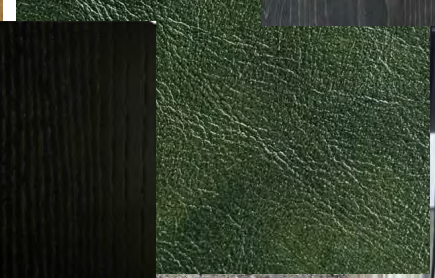


EBONIZED ASH - STOOLS AND SIDE TABLES

DISTRESSED CAMEL FAUX LEATHER UPHOLSTERY - CHAIR & STOOLS



PERBED GREEN FAUX LEATHER UPHOLSTERY - BANQUETTE



SOLID SURFACE DISPLACE CASE CAESERSTONE - BLACK TAMPAL



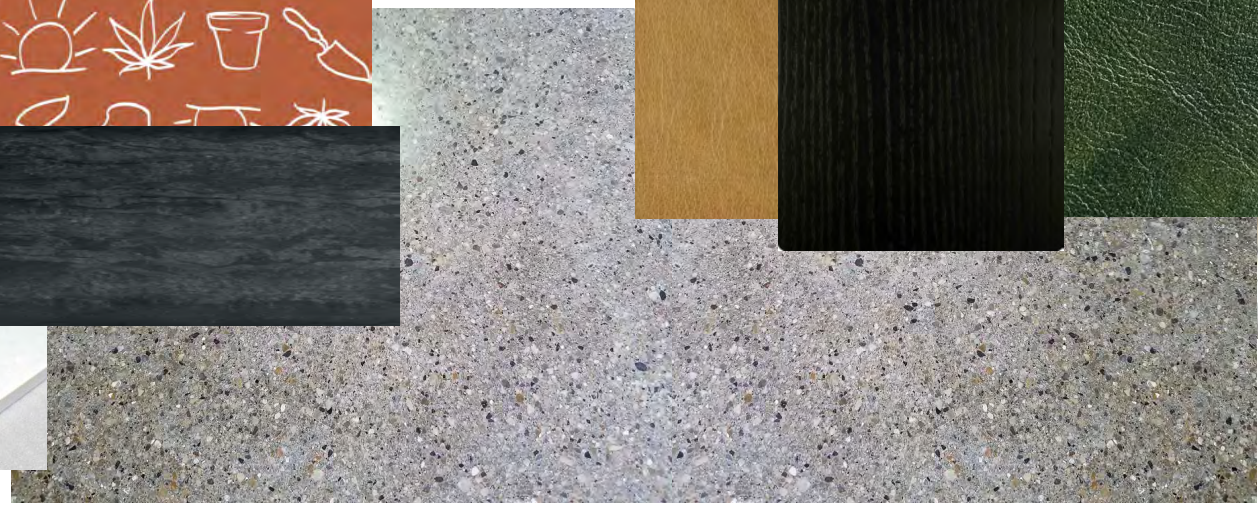
SEMGLOSS WHITE LACQUER CABINETRY



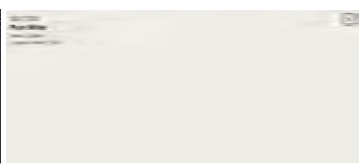
BLACK SHEER CURTAIN



POLISHED AND SEALED CONCRETE STRUCTURAL SLAB



P-5 SHERWIN WILLIAMS TRICORN BLACK (SW 6256)



P-4 SHERWIN WILLIAMS PURE WHITE (SW 7000)



P-3 SHERWIN WILLIAMS RIPE OLIVE (SW 6299)



P-2 SHERWIN WILLIAMS CAVERN CLAY (SW 7703)



P-1 SHERWIN WILLIAMS TOUCH OF SAND (SW 9085)

PROJECT:
COACHELLA CAN LLC - APPLICATION

4154 DILLON ROAD
COACHELLA, CA 92236

NO. ISSUE/REVISION DATE

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SHEET TITLE:
MATERIAL BOARD

PLANS AT SCALE NOTED WHEN PRINTED AT 24"X36"
DATE: 12/18/2019
DRAWN BY: Author

FINISH LEGEND:

- C.X CONCRETE
- E.X EPOXY
- F.X FABRIC/UPHOLSTERY
- G.X GLASS
- M.X METAL
- P.X PAINT
- ST.X STONE/SOLID SURFACE
- T.X TILE
- W.X WOOD
- WC.X WALL COVERING



VIEW TO ENTRY / RESTAURANT SEATING FROM DRIVE



VIEW TO ENTRY FROM PARKING



VIEW TO BUILDING FROM DRIVEWAY

PROJECT:
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APPLICATION

4154 DILLON ROAD,
COACHELLA, CA 92236

NO.	ISSUE/REVISION	DATE

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SHEET TITLE:
3D VIEWS EXTERIOR

PLANS AT SCALE NOTED WHEN PRINTED AT 24"X36" (1:24)
ELEVATIONS AT SCALE NOTED WHEN PRINTED AT 24"X36" (1:24)
PROJECT NUMBER: 1908
DATE: 12/18/2019
DRAWN BY: Author



A0.11



VIEW OF NORTH FACADE FROM EAST PARKING



VIEW OF SOUTH AND EAST FACADES FROM SOUTH DRIVE



VIEW OF WEST FACADE / RESTAURANT SEATING FROM PARKING LOT

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COACHELLA, CA 92236

NO.	ISSUE/REVISION	DATE

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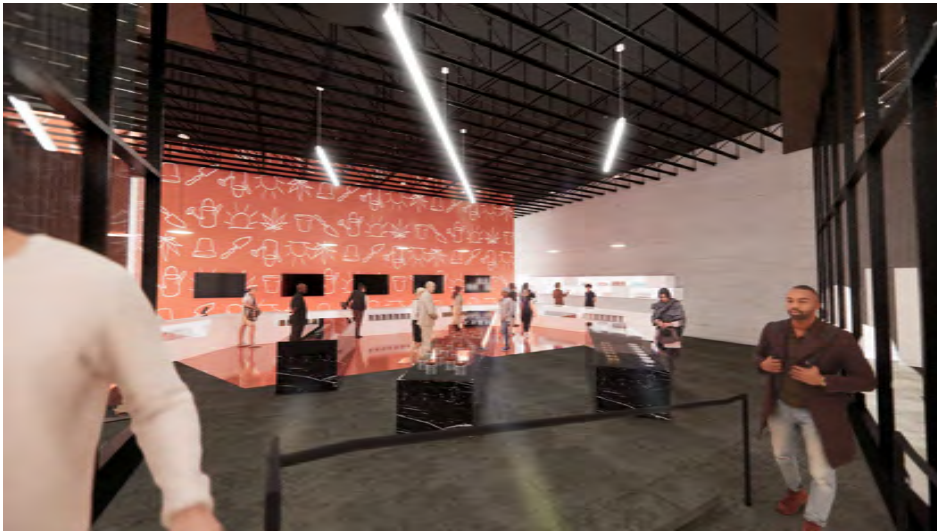
SHEET TITLE:
3D VIEWS EXTERIOR

PLANS AT SCALE NOTED WHEN PRINTED AT 24"X36"
ELEVATIONS AT SCALE NOTED WHEN PRINTED AT 24"X36"
PROJECT NUMBER: 1908
DATE: 12/18/2019
DRAWN BY: Author



FINISH LEGEND:

C.X	CONCRETE
E.X	EPOXY
F.X	FABRIC/POLYESTER
G.X	GLASS
M.X	METAL
P.X	PAINT
ST.X	STONE/SOLID SURFACE
T.X	TILE
W.X	WOOD
WC.X	WALL COVERING



VIEW OF RETAIL FROM HALLWAY



VIEW OF RETAIL FROM DISPLAY / QUEUE



VIEW OF RETAIL / LOUNGE HALLWAY FROM LOBBY



VIEW OF LOBBY FROM ENTRY DOOR

PROJECT:
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SHEET TITLE:
3D VIEWS INTERIOR

PLANS AT SCALE UNLESS NOTED OTHERWISE
DATE: 12/18/2019
PROJECT NUMBER: 1908
DRAWN BY: *[Signature]*

A0.13

FINISH LEGEND:

CX	CONCRETE
EX	EPoxy
FX	FABRIC/UPHOLSTERY
GX	GLASS
MX	METAL
PX	PANT
STX	STONE/SOLID SURFACE
TX	TILE
WX	WOOD
WCX	WALL COVERING



VIEW OF VIP CONSUMPTION LOUNGE



VIEW OF RETAIL & LOUNGE ENTRY FROM CONSUMPTION BAR



VIEW OF LOUNGE FROM DOOR



VIEW TO LOUNGES FROM RETAIL POINT OF SALE

PROJECT:
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APPLICATION

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COACHELLA, CA 92236

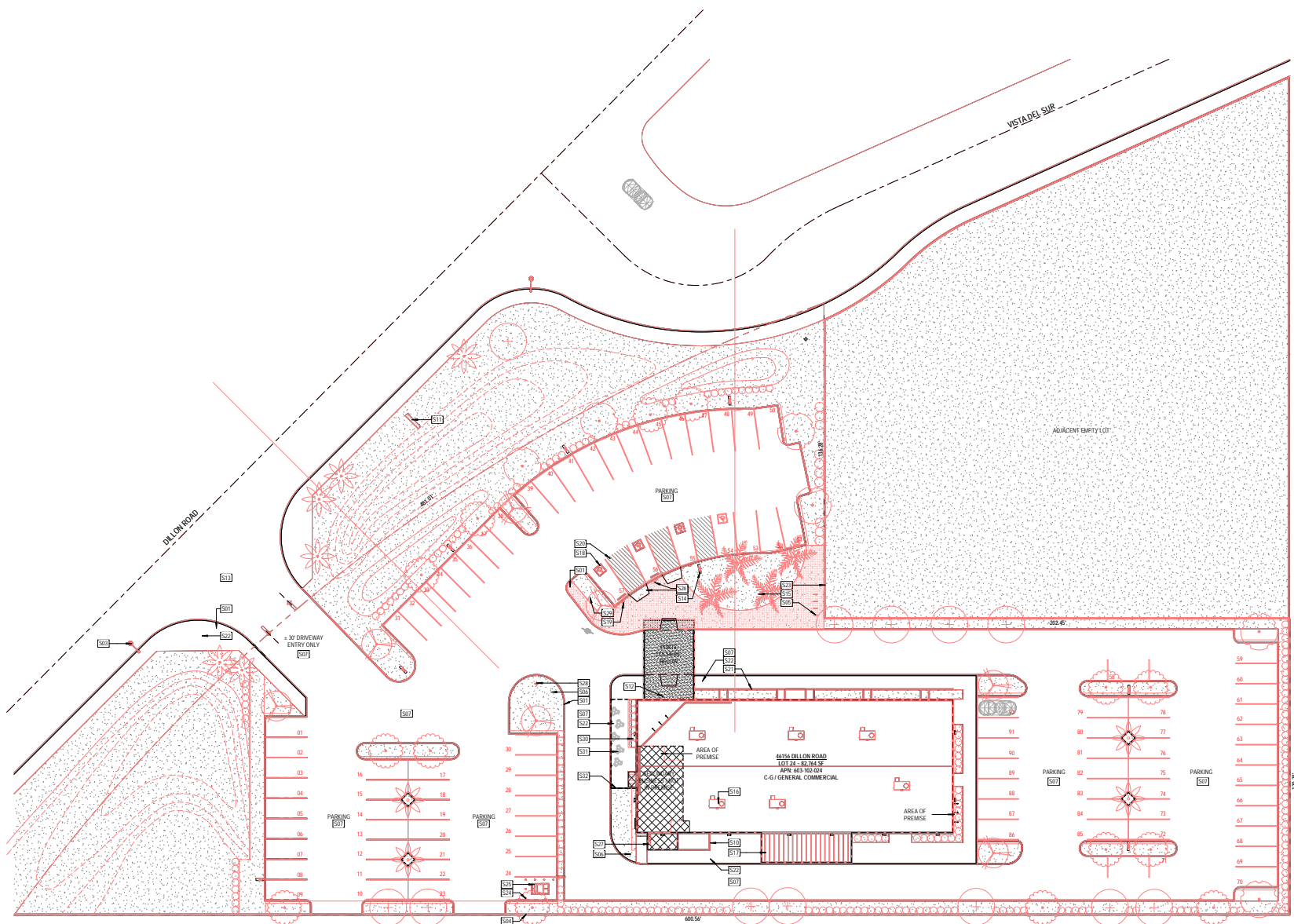
NO. ISSUE/REVISION DATE

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SHEET TITLE:
3D VIEWS INTERIOR

PLANS AT SCALE UNLESS NOTED OTHERWISE AT 1/4"=1'-0"
DATE: 12/18/2019
DRAWN BY: Author

A0.14



- KEYNOTE LEGEND - SITE PLAN**
- S01 (E) CURB
 - S02 (N) CURB CUT, ADD TRUNCATED DOMES WHERE REQ'D
 - S03 (E) STREET LIGHT, TYP
 - S04 (E) 4" OF HIGH MASONRY SITE WALL WITH CHAINLINK FENCE ABOVE
 - S05 (N) BIKE PARKING STALLS
 - S06 (N) PLANTER W/ DROUGHT TOLERANT / NATIVE PLANTINGS, S.I.D.
 - S07 (E) PARKING ASPHALT PARKING LOT
 - S08 (E) STANDARD PARKING SPACES WITH STRIPING
 - S09 (E) 4" OF MASONRY TRASH ENCLOSURE WITH METAL GATES
 - S10 (E) MONUMENT BUILDING SIGNAGE
 - S11 (N) BUILDING ENTRANCE
 - S12 (E) PROPERTY ENTRY AND EXIT
 - S13 (E) SITE LIGHTING, TYP.
 - S14 (E) CONCRETE HARDSCAPE
 - S15 (E) ROOFTOP MECHANICAL UNIT
 - S16 (E) TRELIS/MASONRY PATIO ENCLOSURE
 - S17 (E) ACCESSIBLE PARKING DESIGNATION
 - S18 (E) ACCESSIBLE PARKING SIGNAGE
 - S19 (E) ACCESSIBLE PARKING PATH STRIPING
 - S20 (E) BUILDING SCREEN WALL
 - S21 (E) SHERBARK
 - S22 (E) FENCE
 - S23 (E) CONCRETE BOLLARDS AND PAD
 - S24 (E) TRANSFORMER
 - S25 (E) WHEELSTOP
 - S26 (E) UTILITY METERS
 - S27 (N) FIRE HYDRANT
 - S28 (E) FOUNTAIN
 - S29 (N) COUNTERTOP
 - S30 (N) FURNITURE
 - S31 (N) FABRIC AWNING W/ MASTERS
 - S32 (E) TRUNCATED DOMES

- SHEET NOTES:**
1. SEE LANDSCAPE DRAWINGS FOR PLANTINGS AND TOPOGRAPHY
 2. OUTDOOR PARKING AREA LIGHTING SHALL COMPLY WITH SECTION 17.64.200 P.M.C.
 3. HOURS OF OPERATION ARE TO BE LISTED AS 7AM TO 10PM DAILY
 4. MAXIMUM AVERAGE ILLUMINATION AT GROUND LEVEL SHALL NOT EXCEED THREE (3) FOOT CANDLES WHEN THE PARKING IS LOCATED WITHIN A NONRESIDENTIAL ZONING DISTRICT, PER 17.64.200 P.M.C.
 5. OUTDOOR PARKING AREA LIGHTING SHALL NOT EXCEED 18' IN HEIGHT, UNLESS SPECIFICALLY APPROVED BY THE DESIGN COMMISSION OR OTHER APPLICABLE REVIEW AUTHORITY, AND EXCEPT WHEN LOCATED WITHIN CITY PARKS.

- LEGEND**
- PROPERTY LINE
 - - - - - SET BACK
 - X-X-X-X-X-X-X-X-X-X- CHAINLINK FENCE
 - [Hatched Box] ACCESSIBILITY STRIPING
 - [Dotted Box] TRUNCATED DOMES

PROJECT:
COACHELLA CAN LLC -
APPLICATION

4154 DILLON ROAD,
COACHELLA, CA 92336

NO. ISSUE/REVISION DATE

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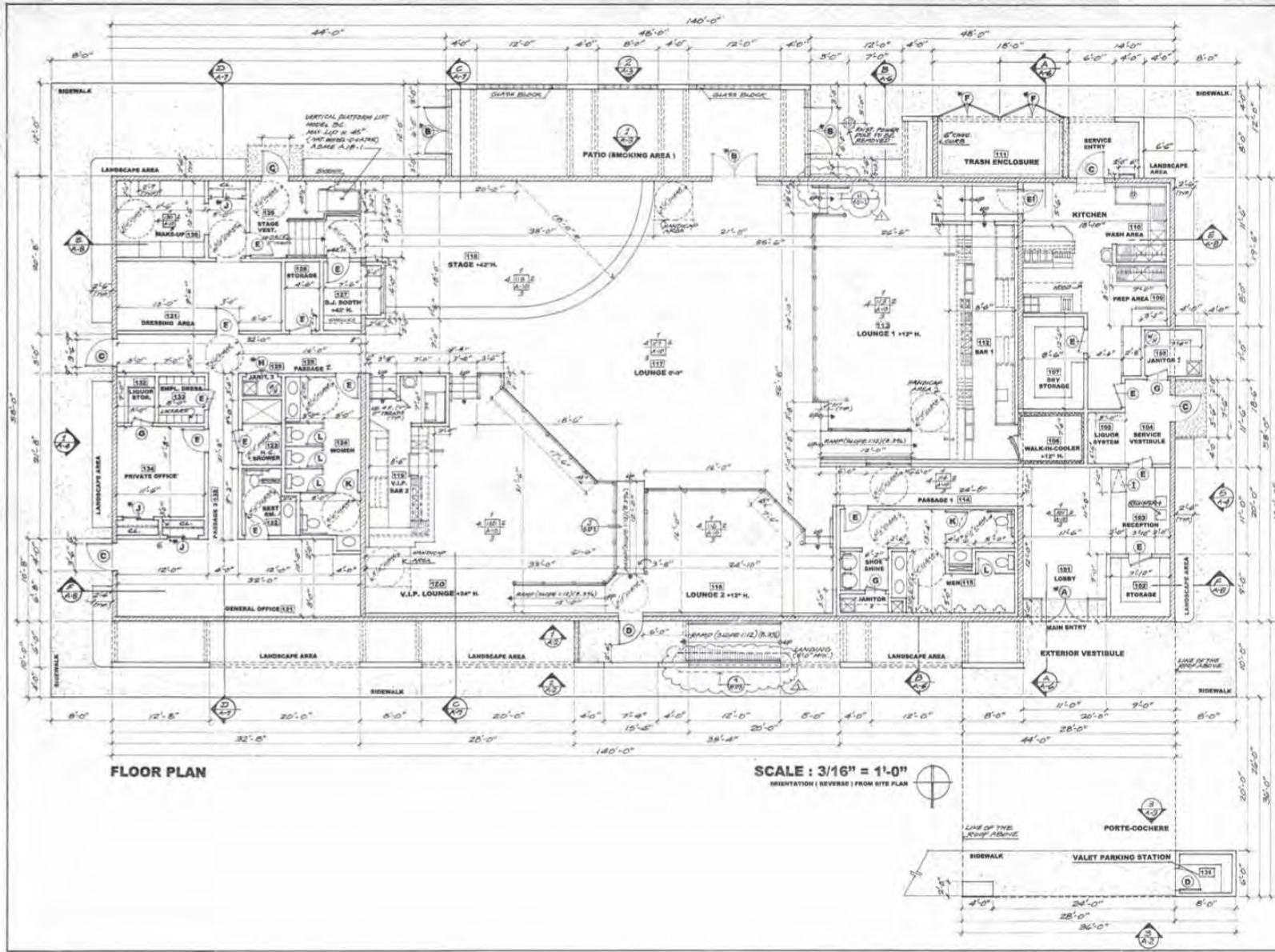
SHEET TITLE

SITE PLAN

PLANS AT SCALE NOTED WERE PRINTED AT 24"X36" SCALE
PARKING SIGNAGE SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
PROJECT NUMBER: 1908
DATE: 12/18/2019
DRAWN BY: BMC

A1.01

1 SITE PLAN
12-2019



FLOOR PLAN

SCALE : 3/16" = 1'-0"
ORIENTATION (REVERSE) FROM SITE PLAN

A.M.C.E.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
ARCHITECTURAL ENGINEERS
H. O'CAJIZ & ASSOC.
ARCHITECTS



REVISIONS:

#	DESCRIPTION	DATE
1	FOR COMMENTS	2-28-20

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SEVENTH HEAVEN GENTLEMEN'S CLUB
AP #2 603-012-024 DILLON RD COACHELLA CA 92236
OWNERS: ROBERT FOSTER / MORGAN S. AZER TEL: (951) 904 9377

DATE: 02-28-2021
SCALE: 3/16" = 1'-0"
DRAWN: MO-CC
JOB: 20-001
SHEET 1
OF 12 SHEETS
A-1

PROJECT:
COACHELLA CAN LLC -
APPLICATION

4154 DILLON ROAD,
COACHELLA, CA 92236

NO. ISSUE/REVISION DATE

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SHEET FILE:
EXISTING FLOOR PLAN

PLANS AT SCALE NOTED WHEN PRINTED AT 3/16"
DATE: 12/18/2019
PROJECT NUMBER:
DRAWN BY: Author

EXISTING CONDITIONS - BY OTHERS / FOR REFERENCE ONLY A2.00

KEYNOTE LEGEND - FLOOR PLAN

- 01 (N) RECEPTION DESK
- 02 (N) FURNITURE
- 03 (N) CASEWORK, DISPLAY W/ IMPACT RESISTANT GLAZING @ 3" HIGH MAX.
- 04 (N) CASEWORK, COUNTER @ 3" HIGH MAX.
- 05 (N) CASEWORK, POINT OF SALE STATION
- 06 (N) CASEWORK, WALL DISPLAY W/ IMPACT RESISTANT GLAZING
- 07 (N) CASEWORK, STORAGE CABINET
- 08 (N) EXPANDED STEEL REINFORCEMENT IN WALLS AND CEILINGS
- 09 (N) TELEVISION W/ WALL BRACKET
- 10 (N) REFRIGERATOR
- 11 (N) WIRE SHELVING
- 12 (N) PASS THROUGH WINDOW W/ COILING OVERHEAD SECURITY GATE
- 13 QUEUE FOR CUSTOMER SHOWROOM OVERFLOW
- 14 QUEUE FOR CUSTOMER PURCHASES
- 15 (E) STOREFRONT W/ ENTRY DOOR - CUSTOMER ENTRY AND EXIT
- 16 (E) EMERGENCY EXIT DOOR
- 17 (N) STOREFRONT WINDOW
- 18 (N) PASS THROUGH WINDOW W/ IMPACT RESISTANT SECURITY GLAZING
- 19 FIREPROOF CASHIERS
- 20 SECURE RECORD STORAGE
- 21 (N) IMPACT RESISTANT SECURITY GLAZING
- 22 SECURE CANNABIS PRODUCT WASTE RECEPTACLES
- 24 (E) DOOR - LOADING AND UNLOADING OF DELIVERIES
- 25 (N) ADMINISTRATIVE HOLD AREA, WIRE SHELVING W/ 2"x4"x8" CHAIN LINK CAGE
- 26 (N) DIGITAL SECURITY CAMERA SECURITY SYSTEM
- 27 (N) WAREHOUSE WHERE DECD
- 28 (N) RAMP OR STAIR W/ RAILS @3" AFF, BOTH SIDES, TYP.
- 29 (N) GUARDRAIL @ 42" AFF
- 31 SERVER
- 32 (N) COUNTERTOP 3/4" AFF, TYP
- 33 (N) LUMBER FIXTURE OR ACCESSORY, TYP PER ROOM
- 34 CASEWORK, CONSUMPTION BAR
- 35 CASEWORK, CONSUMPTION DISPLAY
- 36 (E) KITCHEN OR BAR EQUIPMENT
- 37 (E) TRUSS
- 38 (N) LIGHT FIXTURE
- 39 (N) WALL
- 42 (N) STAINED PLYWOOD SHEET
- 43 (N) MIRROR/WALL AND SOFT W/ BRASS BATTENS
- 44 (E) ROOFTOP MECHANICAL UNIT TO REMAIN
- 45 (N) SELF ILLUMINATED SIGN
- 46 (N) PLATE METAL SIGNAGE/ CONCEALED STUDS
- 47 (E) WALL PACK LIGHTS
- 48 (N) POST MOUNTED SIGNALS

FINISH LEGEND:

- CX CONCRETE
- EX EPOXY
- FX FABRIC/UPHOLSTERY
- GX GLASS
- HX METAL
- PX PAINT
- STX STONE/SOLID SURFACE
- TX TILE
- WX WOOD
- WCX WALL COVERING

FIRE PROTECTION:
PORTABLE FIRE EXTINGUISHER SHALL BE PROVIDED. SIZE AND DISTRIBUTION SHALL BE IN ACCORDANCE WITH SECTIONS 904.2.1, 904.2.2, 904.2.3, 904.2.4, 904.2.5, 904.2.6, 904.2.7, 904.2.8, 904.2.9, 904.2.10, 904.2.11, 904.2.12, 904.2.13, 904.2.14, 904.2.15, 904.2.16, 904.2.17, 904.2.18, 904.2.19, 904.2.20, 904.2.21, 904.2.22, 904.2.23, 904.2.24, 904.2.25, 904.2.26, 904.2.27, 904.2.28, 904.2.29, 904.2.30, 904.2.31, 904.2.32, 904.2.33, 904.2.34, 904.2.35, 904.2.36, 904.2.37, 904.2.38, 904.2.39, 904.2.40, 904.2.41, 904.2.42, 904.2.43, 904.2.44, 904.2.45, 904.2.46, 904.2.47, 904.2.48, 904.2.49, 904.2.50, 904.2.51, 904.2.52, 904.2.53, 904.2.54, 904.2.55, 904.2.56, 904.2.57, 904.2.58, 904.2.59, 904.2.60, 904.2.61, 904.2.62, 904.2.63, 904.2.64, 904.2.65, 904.2.66, 904.2.67, 904.2.68, 904.2.69, 904.2.70, 904.2.71, 904.2.72, 904.2.73, 904.2.74, 904.2.75, 904.2.76, 904.2.77, 904.2.78, 904.2.79, 904.2.80, 904.2.81, 904.2.82, 904.2.83, 904.2.84, 904.2.85, 904.2.86, 904.2.87, 904.2.88, 904.2.89, 904.2.90, 904.2.91, 904.2.92, 904.2.93, 904.2.94, 904.2.95, 904.2.96, 904.2.97, 904.2.98, 904.2.99, 904.3.00

LEGEND:

- (---) LIMITED ACCESS AREA
- (---) COMMON AREA
- (---) WOOD FRAMED WALL TO REMAIN
- (---) EXISTING TO BE DEMOLISHED
- (---) (N) 2x4 WOOD FRAMED WALL (FURR ADJACENT WALLS TO ALIGH FINISH WHERE REQ'D)
- (---) SECONDARY BUSINESS

PROJECT:
COACHELLA CAN LLC - APPLICATION

4154 DILLON ROAD,
COACHELLA, CA 92236

NO. ISSUE/REVISION DATE

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SHEET TITLE:

FIRST FLOOR PLAN

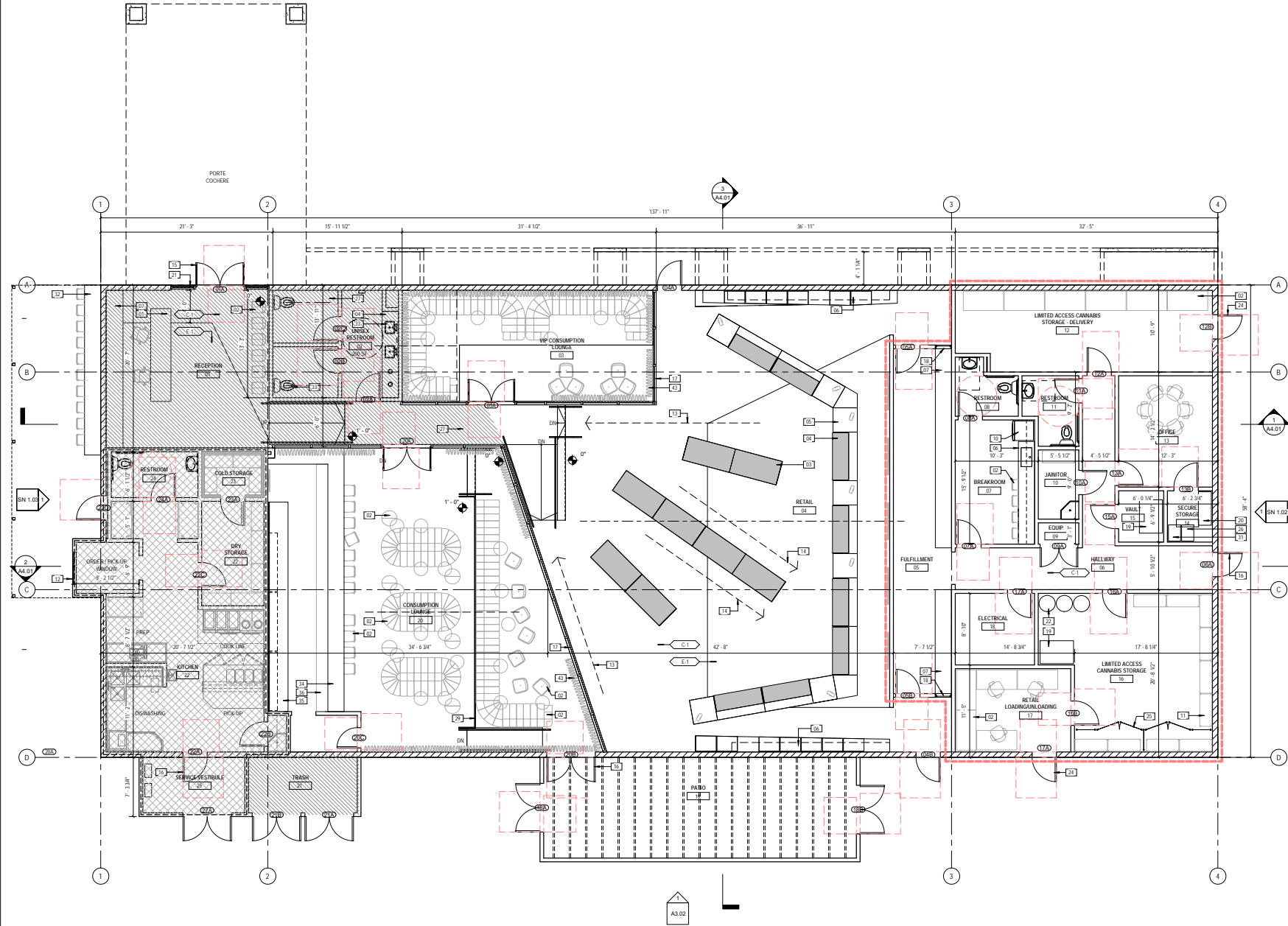
PLANS AT SCALE UNLESS NOTED OTHERWISE. DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS NOTED OTHERWISE. DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS NOTED OTHERWISE. DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS NOTED OTHERWISE.

PROJECT NUMBER: 1908

DATE: 12/18/2019

DRAWN BY: Aduha

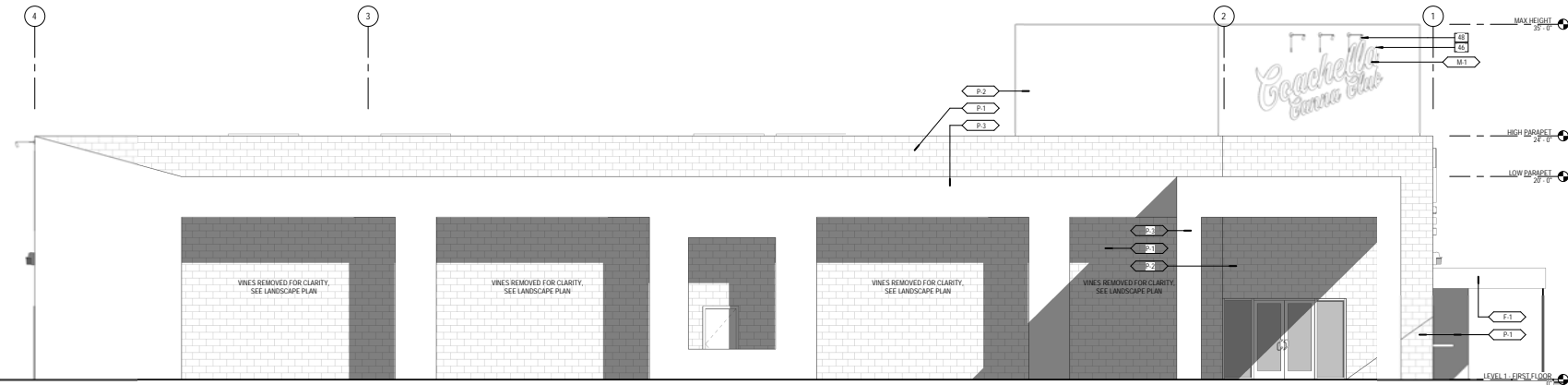
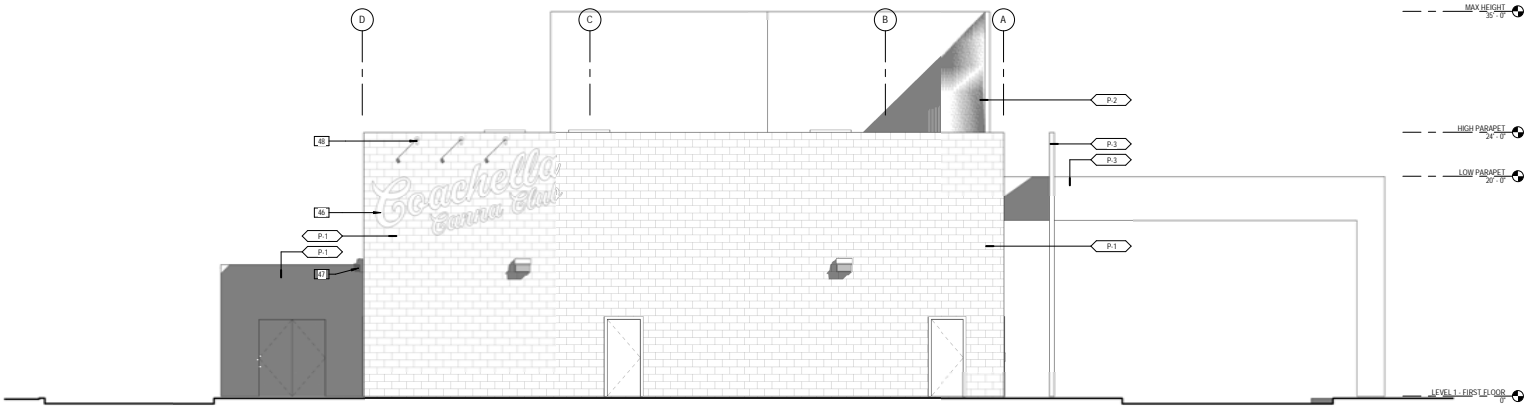
A2.01



1 LEVEL 1 - FIRST FLOOR
3/16" = 1' 0"

KEYNOTE LEGEND - FLOOR PLAN

- 01 (N) RECEPTION DESK
- 02 (N) FURNITURE
- 03 (N) CASEWORK, DISPLAY W/ IMPACT RESISTANT GLAZING @ 34" HIGH MAX.
- 04 (N) CASEWORK, COUNTER @ 34" HIGH MAX.
- 05 (N) CASEWORK, POINT OF SALE STATION
- 06 (N) CASEWORK, WALL DISPLAY W/ IMPACT RESISTANT GLAZING
- 07 (N) CASEWORK, STORAGE CABINET
- 08 (N) EXPANDED STEEL REINFORCEMENT IN WALLS AND CEILINGS
- 09 (N) TELEVISION W/ WALL BRACKET
- 10 (N) REFRIGERATOR
- 11 (N) WIRE SHELVING
- 12 (N) PASS THROUGH WINDOW W/ COILING OVERHEAD SECURITY GATE
- 13 QUEUE FOR CUSTOMER SHOWROOM OVERFLOW
- 14 QUEUE FOR CUSTOMER PURCHASES
- 15 (E) STOREFRONT W/ ENTRY DOOR - CUSTOMER ENTRY AND EXIT
- 16 (E) EMERGENCY EXIT DOOR
- 17 (N) STOREFRONT WINDOW
- 18 (N) PASS THROUGH WINDOW W/ IMPACT RESISTANT SECURITY GLAZING
- 19 FIREPROOF CASH SAFES
- 20 SECURE RECORD STORAGE
- 21 (N) IMPACT RESISTANT SECURITY GLAZING
- 22 SECURE CANWAS/PRODUCT WASTE RECEPTACLES
- 24 (E) DOOR - LOADING AND UNLOADING OF COLLUMBS
- 25 (N) ADMINISTRATIVE HOLD AREA, WIRE SHELVING W/ 3/4" DIA OF CHAIR/LINK CAGE
- 26 (N) DIGITAL SECURITY CAMERA SECURITY SYSTEM
- 27 (N) RAISED FLOOR - WHERE RECD
- 28 (N) RAMP OR STAIR W/ RAILS @ 36" AFF, BOTH SIDES, TYP.
- 29 (N) GUARDRAIL @ 42" AFF
- 31 SERVER
- 32 (N) COUNTERTOP 3/4" AFF, TYP.
- 33 (N) PLUMBING FIXTURE OR ACCESSORY, TYP PER ROOM
- 34 CASEWORK, CONSUMPTION BAR
- 35 CASEWORK, CONSUMPTION DISPLAY
- 36 (E) KITCHEN OR BAR EQUIPMENT
- 37 (E) TRUSS
- 38 (N) LIGHT FIXTURE
- 39 (N) WALL
- 41 (N) STAINED PLYWOOD SOFFIT
- 42 (N) MIRROR/WALL AND SOFFIT W/ BRASS BATTENS
- 43 (N) SHEER FABRIC CURTAIN
- 44 (E) ROOFTOP MECHANICAL UNIT TO REMAIN
- 45 (N) SELF-ILLUMINATED SIGN
- 46 (N) PLATE METAL SIGNAGE/O CONCEALED STUDS
- 47 (E) WALL PACK LIGHTS
- 48 (N) POST MOUNTED SIGN LIGHTS



FINISH LEGEND:

- C.X CONCRETE
- E.X EPOXY
- F.X FABRIC/UPHOLSTERY
- G.X GLASS
- M.X METAL
- P.X PAINT
- S.T.X STONE/SOLID SURFACE
- T.X TILE
- W.X WOOD
- WC.X WALL COVERING

SHEET NOTES:

1. SEE SHEETS A01-10 FOR MATERIAL SAMPLES
2. SEE SHEETS A01-11, A01-12 AND A01-13 FOR COLOR RENDERED VIEWS
3. SEE SIGNAGE PACKAGE FOR ADDITIONAL INFORMATION ON DIMENSIONS, MATERIALITY AND CONSTRUCTION OF SIGNAGE

PROJECT:
COACHELLA CAN LLC - APPLICATION

4154 DILLON ROAD
COACHELLA, CA 92236

NO. ISSUE/REVISION DATE

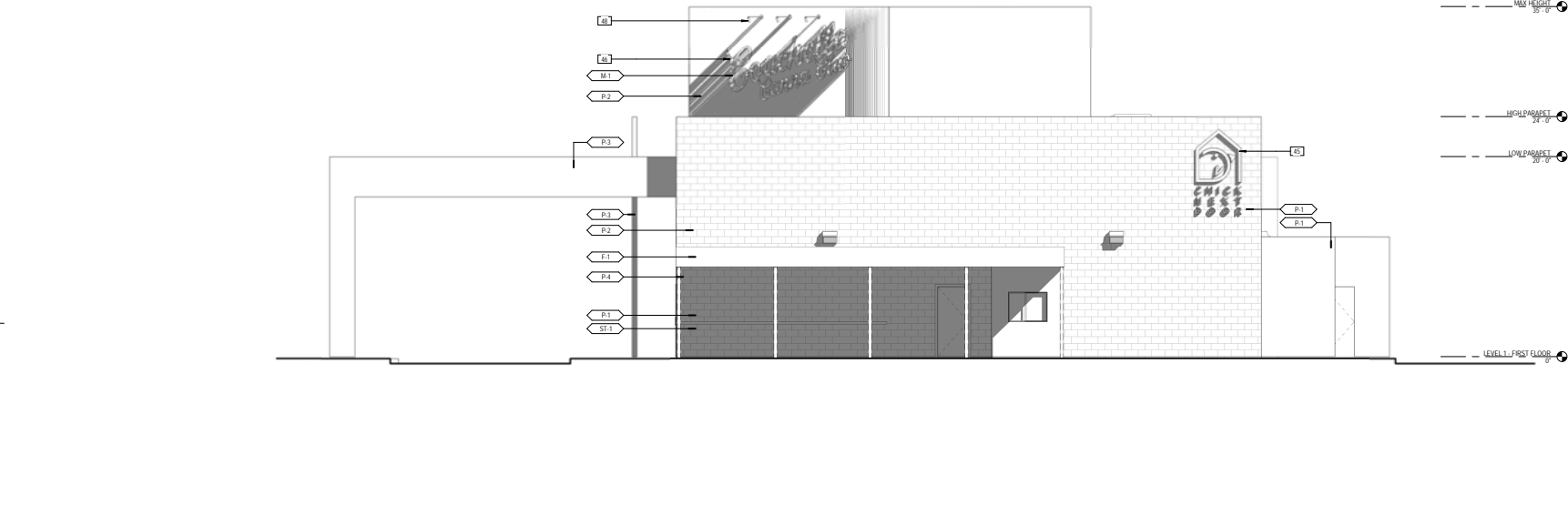
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SHEET TITLE:
BUILDING ELEVATIONS

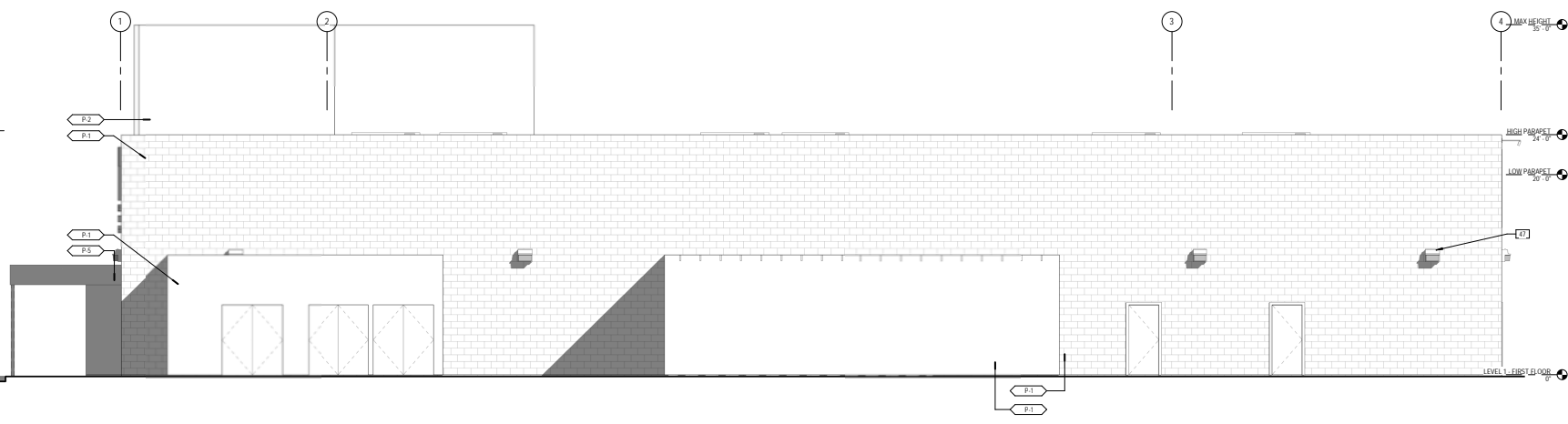
PLANS AT SCALE NOTED UNLESS PRINTED AT SCALE
DATE: 12/18/2019
DRAWN BY: Author

PROJECT NUMBER: 1908

A3.01



2 WEST ELEVATION
316' - 1" W



1 SOUTH ELEVATION
316' - 1" W

- KEYNOTE LEGEND - FLOOR PLAN
- 01 (N) RECEPTION DESK
 - 02 (N) FURNITURE
 - 03 (N) CASEWORK, DISPLAY W/ IMPACT RESISTANT GLAZING @ 3' HIGH MAX
 - 04 (N) CASEWORK, COUNTER @ 3' HIGH MAX
 - 05 (N) CASEWORK, POINT OF SALE STATION
 - 06 (N) CASEWORK, WALL DISPLAY W/ IMPACT RESISTANT GLAZING
 - 07 (N) CASEWORK, STORAGE CABINET
 - 08 (N) EXPANDED STEEL REINFORCEMENT IN WALLS AND CEILINGS
 - 09 (N) TELEVISION W/ WALL BRACKET
 - 10 (N) REFRIGERATOR
 - 11 (N) WIRE SHELVING
 - 12 (N) PASS THROUGH WINDOW W/ COILING OVERHEAD SECURITY GATE
 - 13 (N) QUEUE FOR CUSTOMER PURCHASES OVERFLOW
 - 14 (E) STOREFRONT W/ ENTRY DOOR - CUSTOMER ENTRY AND EXIT
 - 15 (E) EMERGENCY EXIT DOOR
 - 16 (N) STOREFRONT WINDOW
 - 17 (N) PASS THROUGH WINDOW W/ IMPACT RESISTANT SECURITY GLAZING
 - 18 (N) FIREPROOF CASH SAFES
 - 19 (N) SECURE RECORDS STORAGE
 - 20 (N) IMPACT RESISTANT SECURITY GLAZING
 - 21 (N) SECURE CANNABIS PRODUCT WASTE RECEPTACLES
 - 22 (E) DOOR - LOADING AND UNLOADING OF DELIVERIES
 - 23 (N) ADMINISTRATIVE HOLD AREA, WIRE SHELVING W/ 2 1/2" X 12" CHAIN LINK CAGE
 - 24 (N) DIGITAL SECURITY CAMERA SECURITY SYSTEM
 - 25 (N) RAMP OR STAR W/ RAILS @ 36" AFF, BOTH SIDES, TYP.
 - 26 (N) GUARDRAIL @ 42" AFF
 - 27 (N) SERVER
 - 28 (N) COUNTERTOP 3/4" AFF, TYP.
 - 29 (N) PLUMBING FIXTURE OR ACCESSORY, TYP PER ROOM
 - 30 (N) CASEWORK, CONSUMPTION BAR
 - 31 (N) KITCHEN OR BAR EQUIPMENT
 - 32 (E) TRUSS
 - 33 (N) LIGHT FIXTURE
 - 34 (N) WALL
 - 35 (N) STAINED PLYWOOD SOFFIT
 - 36 (N) UNBORDERED WALL AND SOFFIT W/ BRASS BATTENS
 - 37 (N) SHERY FABRIC CURTAIN
 - 38 (E) ROOFTOP MECHANICAL UNIT TO REMAIN
 - 39 (N) SELF ILLUMINATED SIGN
 - 40 (N) PLATE METAL SIGNAGE/ CONCEALED STUDS
 - 41 (E) WALL PACK LIGHTS
 - 42 (N) POST MOUNTED SIGN LIGHTS

- FINISH LEGEND:
- C.X CONCRETE
 - E.X EPOXY
 - F.X FABRIC/UPHOLSTERY
 - G.X GLASS
 - M.X METAL
 - P.X PAINT
 - ST.X STONE/SOLID SURFACE
 - T.X TILE
 - W.X WOOD
 - WC.X WALL COVERING

SHEET NOTES:
1. SEE SHEETS A0.10 FOR MATERIAL SAMPLES.
2. SEE SHEETS A0.11, A0.12 & A0.13 FOR COLOR RENDERED VIEWS.
3. SEE SIGNAGE PACKAGE FOR ADDITIONAL INFORMATION ON DIMENSIONS, MATERIALITY AND CONSTRUCTION OF SIGNAGE.

PROJECT:
COACHELLA CAN LLC - APPLICATION

4154 DILLON ROAD,
COACHELLA, CA 92336

NO. ISSUE/REVISION DATE

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SHEET TITLE:
BUILDING ELEVATIONS

PLANS AT SCALE NOTED WERE PRINTED AT 24" X 36" USING THE 1/8" SCALE UNLESS NOTED OTHERWISE.
PROJECT NUMBER: 1908
DATE: 12/18/2019
DRAWN BY: Author

A3.02

KEYNOTES:

- 01 (N) RECEPTION DESK
- 02 (N) FURNITURE
- 03 (N) CASEWORK, DISPLAY W/ IMPACT RESISTANT GLAZING @ 3" HIGH MAX
- 04 (N) CASEWORK, COUNTER @ 34" HIGH MAX
- 05 (N) CASEWORK, POINT OF SALE STATION
- 06 (N) CASEWORK, STORAGE CABINET
- 07 (N) EXPANDED STEEL REINFORCEMENT IN WALLS AND CEILING
- 08 (N) TELEVISION W/ WALL BRACKET
- 09 (N) REFRIGERATOR
- 10 (N) WIRE SHELVING
- 11 (N) PASS THROUGH WINDOW W/ COILING OVERHEAD SECURITY GATE
- 12 (N) QUEUE FOR CUSTOMER SHOWROOM OVER LOW
- 13 (N) QUEUE FOR CUSTOMER PURCHASES
- 14 (E) STONE/RTW W/ ENTRY DOOR - CUSTOMER ENTRY AND EXIT
- 15 (E) EMERGENCY EXIT DOOR
- 16 (N) STOREFRONT WINDOW
- 17 (N) PASS-THROUGH WINDOW W/ IMPACT RESISTANT SECURITY GLAZING
- 18 (N) FIREPROOF CASH SALES
- 19 (E) SECURE RECORD STORAGE
- 20 (N) IMPACT RESISTANT SECURITY GLAZING
- 21 (E) SECURE CANNABIS PRODUCT WASTE RECEPTACLES
- 22 (E) DOOR, LOADING AND UNLOADING OF DELIVERIES
- 23 (N) ADMINISTRATIVE HOLD AREA, WIRE SHELVING W/ 7" DIA OF CHAIN LINK CAGE
- 24 (N) DIGITAL SECURITY CAMERA SECURITY SYSTEM
- 25 (N) RASLED FLOOR WHERE RECD
- 26 (N) RAMP OR STAIR W/ RAILS @36" AFF, BOTH SIDES, TYP
- 27 (N) GUARDRAIL @ 42" AFF
- 28 (N) SERVER
- 29 (N) COUNTERTOP 3/4" AFF, TYP
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- 35 (N) LIGHT FIXTURE
- 36 (N) WALL
- 37 (N) STAINED PLYWOOD SOFFIT
- 38 (N) MIRROR WALL AND SOFFIT W/ BRASS BATTENS
- 39 (N) SHEER FABRIC CURTAIN
- 40 (E) ROOFTOP MECHANICAL UNIT TO REMAIN
- 41 (E) SELF-ILLUMINATED SIGN
- 42 (E) IN-PLATE METAL SIGNAGE/ CONCEALED STUDS
- 43 (E) WALL PACK LIGHTS
- 44 (N) POST MOUNTED SIGN LIGHTS
- 501 (E) CLUBE
- 502 (N) CLUBE CUT, ADD TRUNCATED DOMES WHERE RECD
- 503 (E) STREET LIGHT, TYP
- 504 (E) 12" HIGH MASONRY SITE WALL WITH CHAIN LINK FENCE ABOVE
- 505 (N) BIKE PARKING STALLS
- 506 (N) IN-PLATE W/ DRUG/TOLERANT/ NATIVE PLANTINGS, S.L.D.
- 507 (E) PARKING ASPHALT PARKING LOT
- 508 (E) STANDARD PARKING SPACES WITH STRIPING
- 510 (E) 12" MASONRY TRASH ENCLOSURE WITH METAL GATES
- 511 (E) MONUMENT BUILDING SIGNAGE
- 512 (E) BUILDING ENTRANCE
- 513 (E) PROPERTY ENTRY AND EXIT
- 514 (E) SITE LIGHTING, TYP
- 515 (E) CONCRETE HARDSCAPE
- 516 (E) ROOFTOP MECHANICAL UNIT
- 517 (E) TRILUMES MASONRY PATIO ENCLOSURE
- 518 (E) ACCESSIBLE PARKING DESIGNATION
- 519 (E) ACCESSIBLE PARKING SIGNAGE
- 520 (E) ACCESSIBLE PARKING PATH STRIPING
- 521 (E) BUILDING SCREEN WALL
- 522 (E) SIDEWALK
- 523 (E) FENCE
- 524 (E) CONCRETE BOLLARDS AND PAD
- 525 (E) TRANSFORMER
- 526 (E) WHEELSTOP
- 527 (E) UTILITY METERS
- 528 (N) FIRE HYDRANT
- 529 (E) FOUNTAIN
- 530 (N) COUNTERTOP
- 531 (N) FURNITURE
- 532 (N) FABRIC AWNING W/ METERS

PROJECT:
COACHELLA CAN LLC -
APPLICATION

4154 DILLON ROAD,
COACHELLA, CA 92316

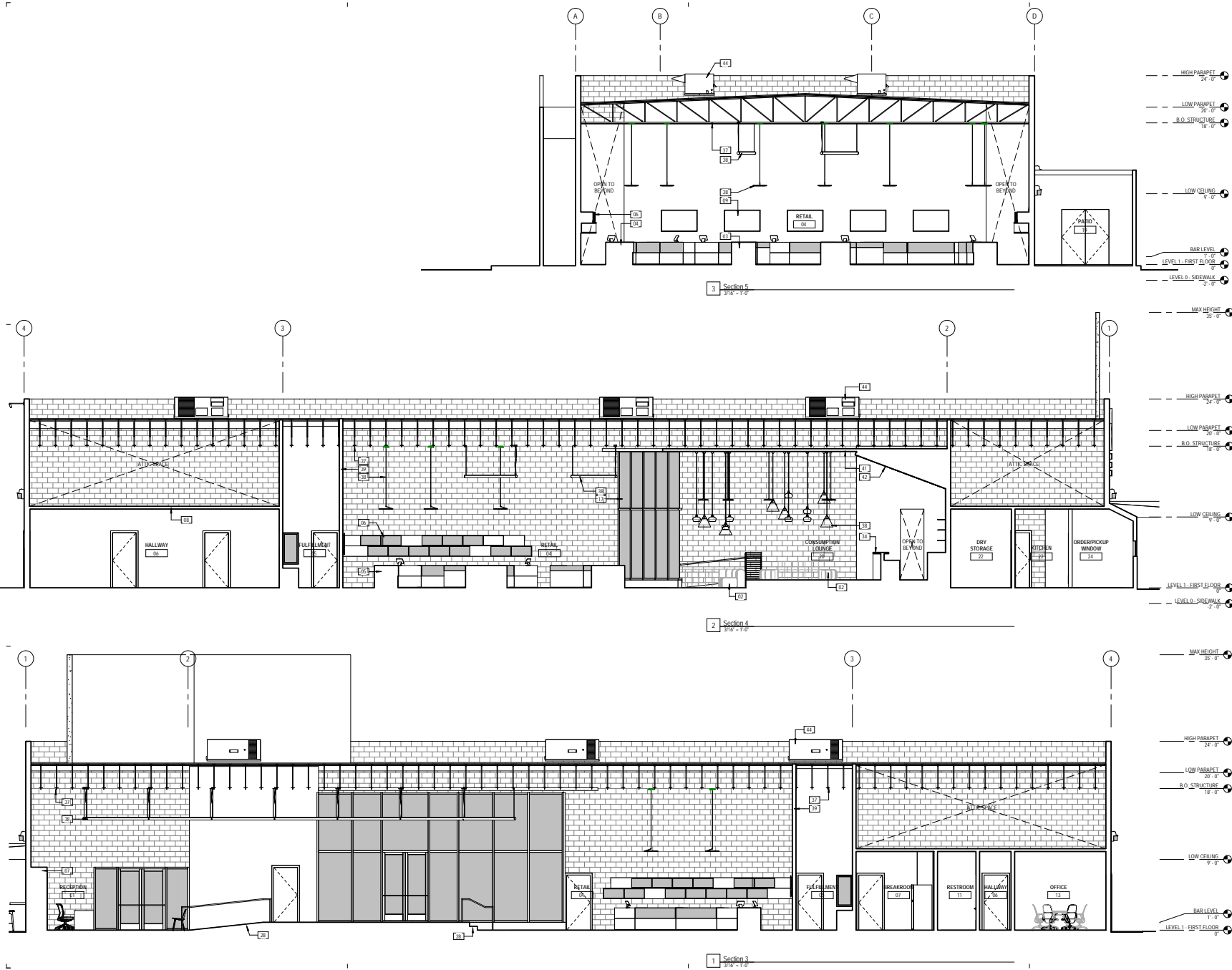
NO.	ISSUE/REVISION	DATE

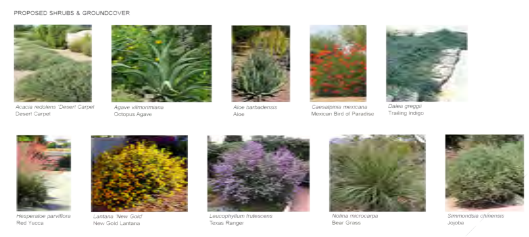
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SHEET TITLE:
BUILDING SECTIONS

PLANS AT SCALE NOTED WERE PRINTED AT 1/4"=1'-0"
DATE: 12/18/2019
DRAWN BY: Aduha

A4.01





PROPOSED TREE LEGEND

SYMBOL	QUANTITY	SIZE	BOTANICAL NAME	COMMON NAME
	2	24" BOX	BRADYCHTON POPULNEUS	BOTTLE TREE
	4	15 GAL		
	3	24" BOX	KOELREUTERA PANICULATA	GOLDENRAIN TREE
	4	15 GAL		
	4	24" BOX	PHOENIX DACTYLOFEROUS	DATE PALM
			MALE SPECIMEN ONLY	
	6	24" BOX	Rhus LANCEA	AFRICAN SUMAC
	8	15 GAL		
	4	15 GAL	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM

CITY OF COACHELLA LANDSCAPE GUIDELINE REQUIREMENTS

1 TREE PER 30' LINEAR FEET OF BUILDING
363 LINEAR FEET = 12 TREES RECD

1 TREE PER 3 PARKING STALLS
\$1 TOTAL PARKING STALLS = 30 TREES RECD

TOTAL TREES RECD = 42

TOTAL PROPOSED TREES = 46

TOTAL EXISTING TREES TO REMAIN = 11

PROPOSED 24" BOX TREES = 15

26% OF RECD TREES TO BE 24" BOX = 11

PROPOSED 15" GAL TREES = 15

1/4% MINIMUM OF NET LOT AREA TO BE LANDSCAPED
LOT AREA = 42,194 SQ. FT.
10% = 4,219 SQ. FT.

PROPOSED LANDSCAPED AREA = 11,266 SQ. FT.

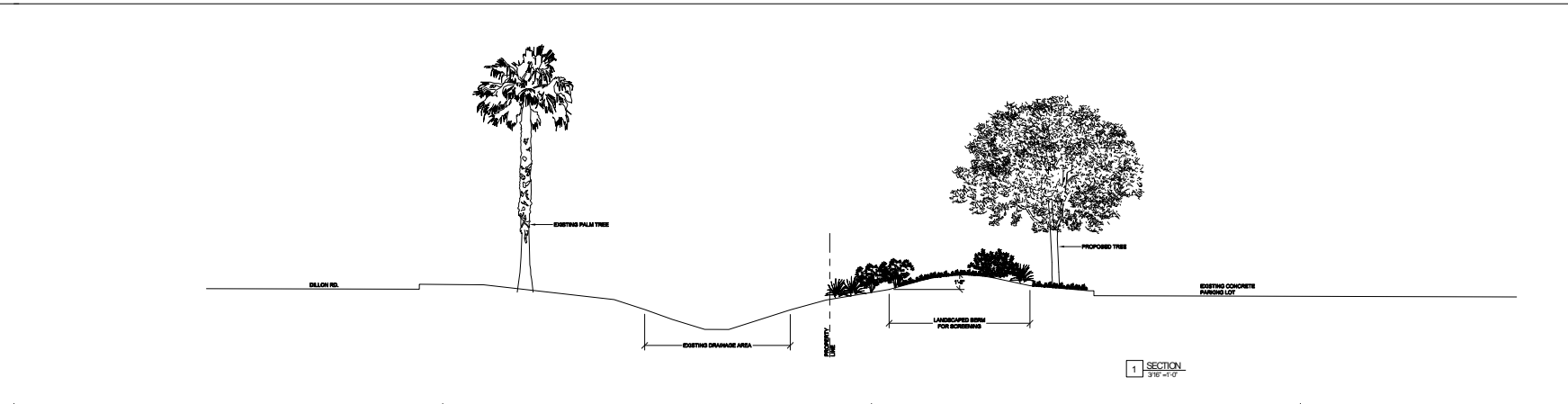
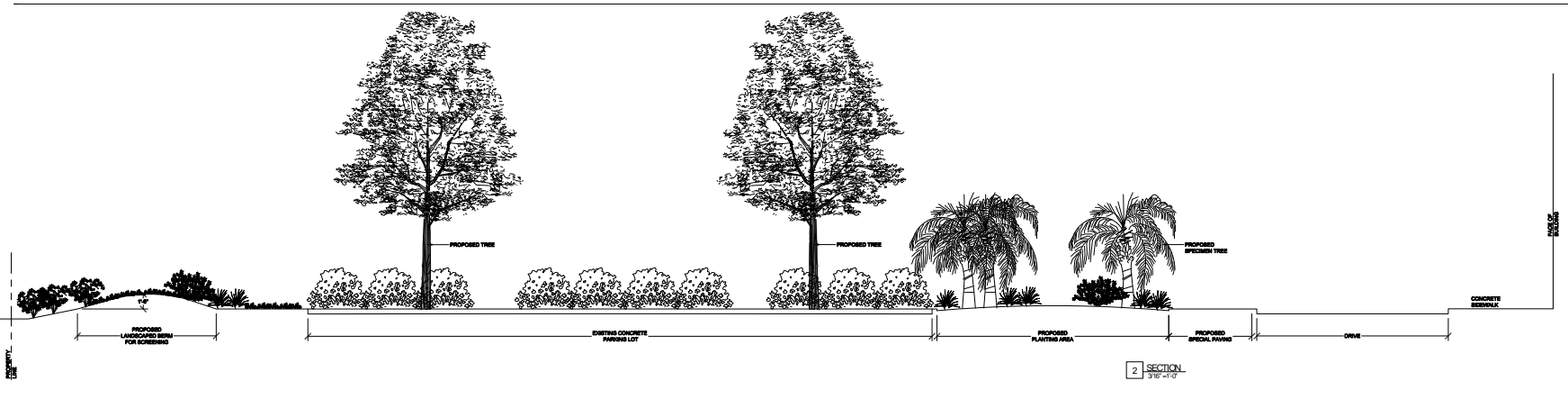
1 CONCEPTUAL LANDSCAPE PLAN
1" = 20'

PROJECT: COACHELLA CANNABIS CO. - CONSUMPTION LOUNGE
40150 DILLON ROAD, COACHELLA, CA 92226
NO. ISSUER/REVISION DATE

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SHEET TITLE:
CONCEPTUAL LANDSCAPE PLAN

NAME OF CLIENT ARCHITECT/ENGINEER/PLUMBER/ELECTRICIAN/MECHANICAL CONTRACTOR:
PROJECT NUMBER: 1833
DATE: 12/19/2019
DRAWN BY: MRC



PROJECT:
COACHELLA CANNABIS
CO. - CONSUMPTION
LOUNGE
48156 DILLON ROAD,
COACHELLA, CA 92226

NO. ISSUE/REVISION DATE

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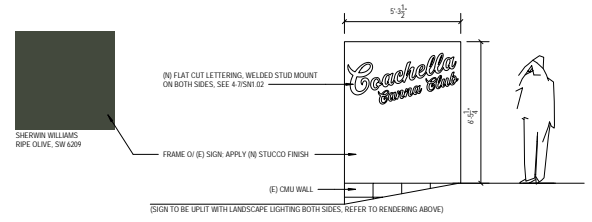
SHEET TITLE:
CONCEPTUAL
LANDSCAPE
SECTIONS

PLANS AND SECTIONS ARE DRAWN IN ACCORDANCE WITH THE STANDARD PRACTICES OF THE ARCHITECTURAL PROFESSION. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.

PROJECT NUMBER: 1338
DATE: 12/18/2019
DRAWN BY: MRC

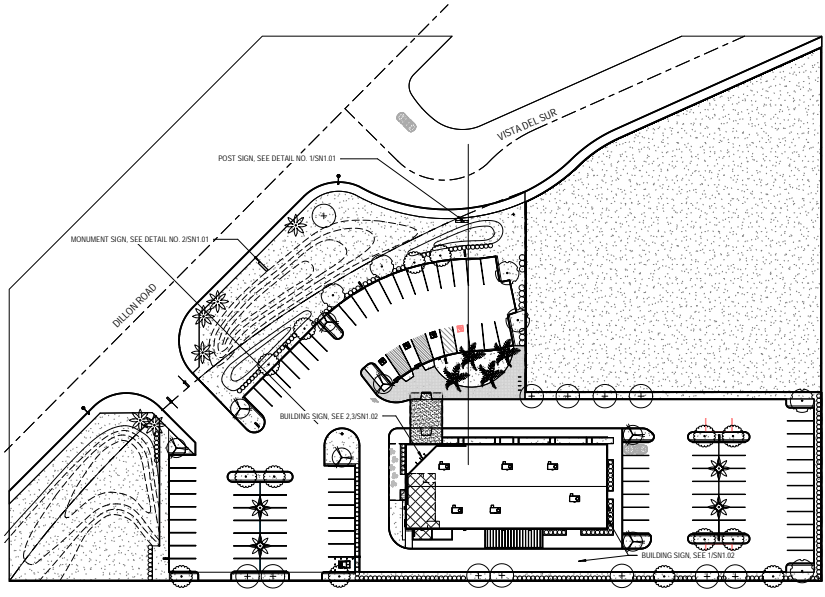
COACHELLA CAN LLC - PRIMARY BUSINESS SIGNAGE

PROJECT DATA:
 SCOPE OF WORK: REPLACE (E) BUILDING SIGNS; REFURBISH (E) MONUMENT SIGN AT DILLON RD; ADD A POST SIGN AT VISTAL DEL SUR
 ADDRESS: 46156 DILLON ROAD, COACHELLA, CA 92236
 APT#: 003.102.024
 LOT AREA: 82,729 SF / 1.9 ACRE
 BUILDING AREA: 8,045 SF GROSS
 (E) ZONING: C-G
 (E) ZONING: C-GRC
 (E) OCCUPANCY: A-3
 (N) OCCUPANCY: M-CANNABIS I-F-1 (KITCHEN)
 FLOOR AREA: EXISTING: 8,045 SF (GROSS)
 PROPOSED: 8,045 SF (GROSS)
 CONSTRUCTION TYPE: TYPE V-B
 FIRE PROTECTION: SPRINKLERED, SEE DEFERRED SUBMITTALS BELOW.

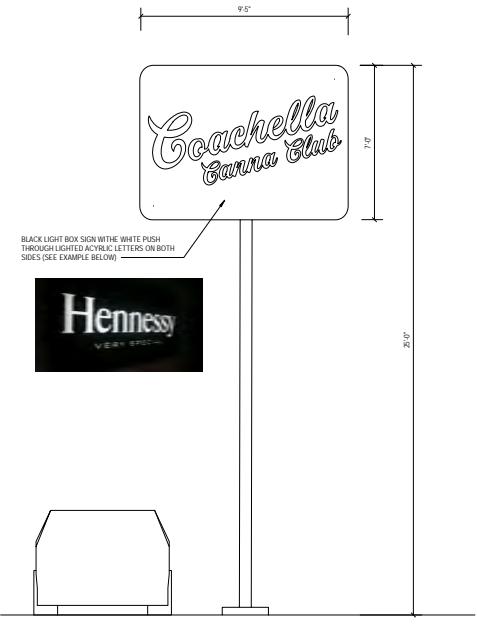


4 EXTERIOR WALL MOUNT SIGN - EAST ELEVATION
12' - 1'0"

2 EXTERIOR SIGN - MONUMENT
10' - 1'0"



1 SIGNAGE SITE PLAN
12' - 1'0"



3 EXTERIOR SIGN - POST
30' - 1'0"



studio ren
ARCHITECTURE
 1882 N LOS ROBLES AVENUE
 PASADENA, CA 91104
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 © 910R@studioren.com
 www.studioren.com

OWNER:
 WILLIAMS, GUYLAS, SR.
 503 PACIFIC AVENUE
 SOLANO BEACH, CA 92075
 T (949) 518-8443
 W WEGUYLAS.COM

TENANT:
 COACHELLA CAN LLC
 464 COACHELLA CANNA CLUB
 4776 BERSHAW CHANING
 9370 ALBUQUERQUE BLVD, SUITE 104
 TACOMA, CA 91034
 T (818) 510-4306
 W JARREMYLACANNABIS.CO

ARCHITECT:
 STUDIO REN ARCHITECTURE
 4776 BERSHAW CHANING
 1882 N LOS ROBLES AVENUE
 PASADENA, CA 91104
 T (818) 730-9195
 E 910R@STUDIOREN.COM
 W WWW.STUDIOREN.COM

LANDSCAPE ARCHITECT:
 MEG RUSHING COFFEE LANDSCAPE ARCHITECTURE
 4144 34th STREET AVENUE
 LOS ANGELES, CA 90045
 T (310) 818-5911
 W MRLCADDESIGN.COM

PROJECT:
 COACHELLA CAN LLC - APPLICATION

46156 DILLON ROAD,
 COACHELLA, CA 92236

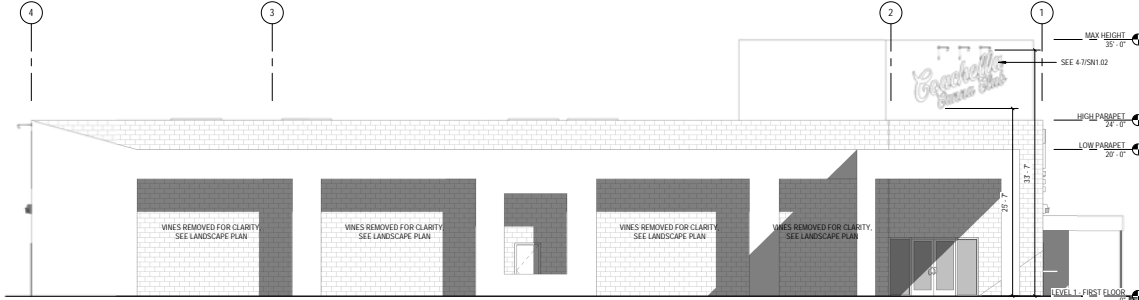
NO.	ISSUE/REVISION	DATE

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SHEET TITLE:
 SIGNAGE - SITE PLAN

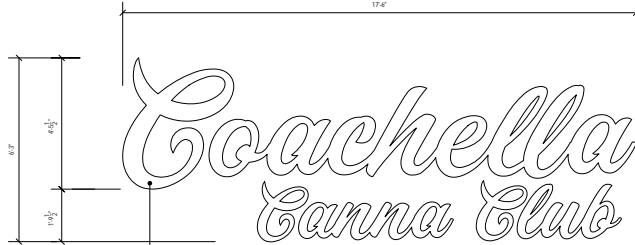
PLANE AS SCALE NOTED OR PRINTED AT 1/8" = 1'-0"
 DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED
 PROJECT NUMBER: 1908
 DATE: 12/18/2019
 DRAWN BY: Author

SN 1.01

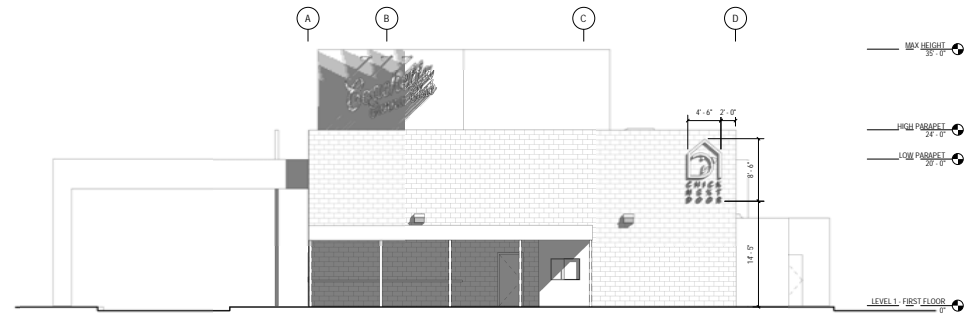


2 SIGNAGE NORTH ELEVATION
1/8" = 1'-0"

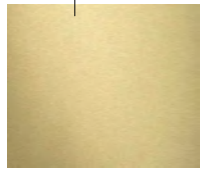
8 PARAPET SIGN OVER ENTRY
1/2" = 1'-0"



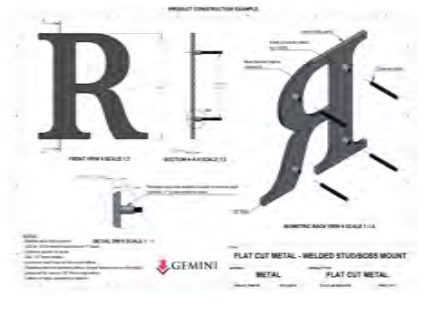
4 EXTERIOR SIGN
1/2" = 1'-0"



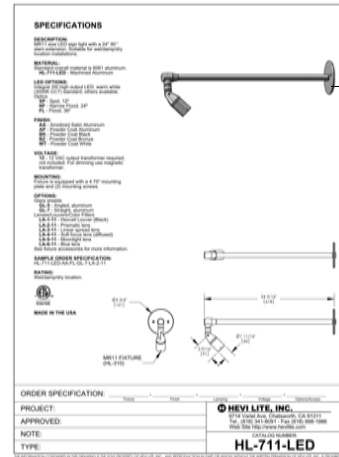
3 SIGNAGE WEST ELEVATION
1/8" = 1'-0"



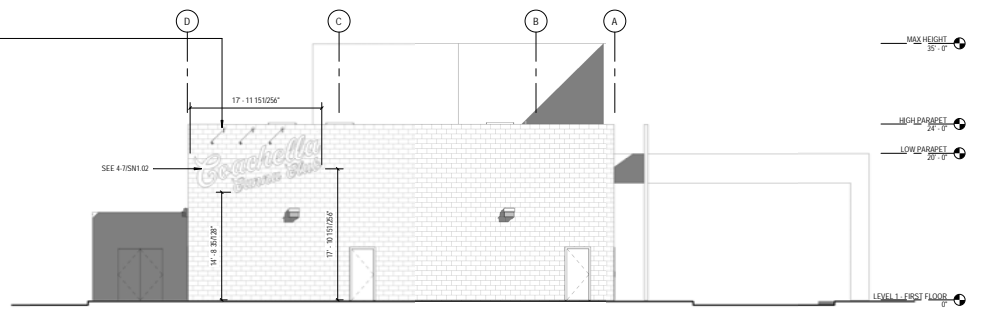
7 BRASS FINISH
3/4" = 1'-0"



5 EXTERIOR STUD MOUNTED LETTERS
1/2" = 1'-0"
FOR REFERENCE ONLY



6 EXTERIOR STEM LED STEM LIGHT
1/2" = 1'-0"



1 SIGNAGE EAST ELEVATION
1/8" = 1'-0"

PROJECT:
COACHELLA CAN LLC -
APPLICATION

4156 DILLON ROAD,
COACHELLA, CA 92236

NO. ISSUE/REVISION DATE

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SHEET TITLE:
SIGNAGE -
ELEVATIONS

PLANS AT SCALE UNLESS NOTED OTHERWISE
DATE: 12/18/2019
DRAWN BY: AUSTIN

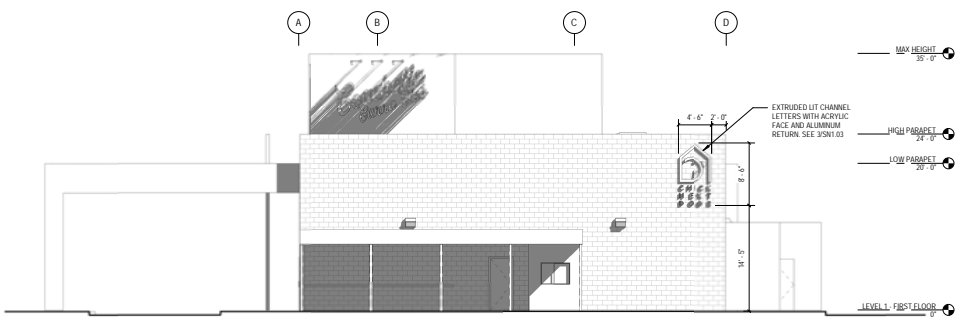
PROJECT NUMBER: 1908

DATE: 12/18/2019

DRAWN BY: AUSTIN

SN 1.02

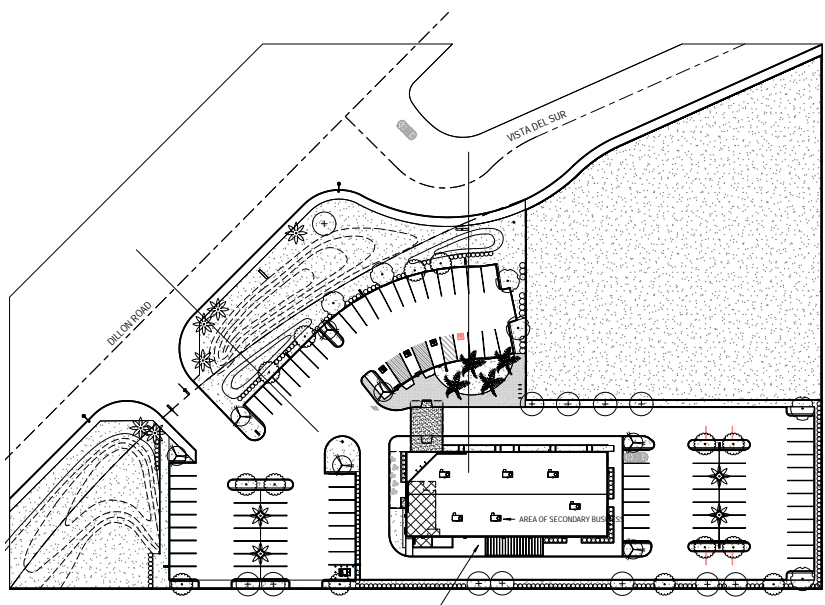
COACHELLA CAN LLC - SECONDARY BUSINESS SIGNAGE



1 SIGNAGE WEST ELEV - SECONDARY BUSINESS
1/8" = 1'-0"



5 RESTAURANT SIGN WEST ELEVATION
1/8" = 1'-0"



2 SIGNAGE SITE PLAN - SECONDARY BUSINESS
1" = 40'-0"



3 SIGNAGE EX - SECONDARY BUSINESS
3/8" = 1'-0"



4 LOGO - SECONDARY BUSINESS
6" = 1'-0"

PROJECT DATA:

SCOPE OF WORK:
ADD (N) SIGNAGE AT WEST ELEVATION FOR SECONDARY BUSINESS

ADDRESS: 46156 DILLON ROAD, COACHELLA, CA 92236

APN: 600 102 024

LOT AREA: 82,729 SF / 1.9 ACRE

BUILDING AREA: 8,045 SF GROSS

SECONDARY BUSINESS AREA: 1,200 SF

(I) ZONING: C-G

(J) ZONING: C-G/RC

(K) OCCUPANCY: A-3

(N) OCCUPANCY: F-1 (KITCHEN)

FLOOR AREA: EXISTING: 8,045 SF (GROSS)
PROPOSED: 8,045 SF (GROSS)

CONSTRUCTION TYPE: TYPE V-B

FIRE PROTECTION: SPRINKLERED; SEE DEFERRED SUBMITTALS BELOW.

PROJECT:
COACHELLA CAN LLC -
APPLICATION

46156 DILLON ROAD,
COACHELLA, CA 92236

NO. ISSUE/REVISION DATE

4 LOGO - SECONDARY BUSINESS
6" = 1'-0"

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SHEET TITLE:
**SIGNAGE -
SECONDARY
BUSINESS**

PLANS AT SCALE UNLESS INDICATED AT SCALE
FURNISHING THE SCALES AND/OR DIMENSIONS AT SCALE

PROJECT NUMBER: 1908
DATE: 12/18/2019
DRAWN BY: Author

SN 1.03

FINISH LEGEND:

- C-X CONCRETE
- E-X EPOXY
- F-X FABRIC/UPHOLSTERY
- G-X GLASS
- M-X METAL
- PA PAINT
- S-X STONES/SOLID SURFACE
- T-X TILE
- W-X WOOD
- WC-X WALL COVERING

SHEET NOTES:

1. SEE SHEETS A010 FOR MATERIAL SAMPLES.
2. SEE SHEETS A011, A012 AND A013 FOR COLOR RENDERED VIEWS.
3. SEE SIGNAGE PACKAGE FOR ADDITIONAL INFORMATION ON DIMENSIONS, MATERIALITY AND CONSTRUCTION OF SIGNAGE.

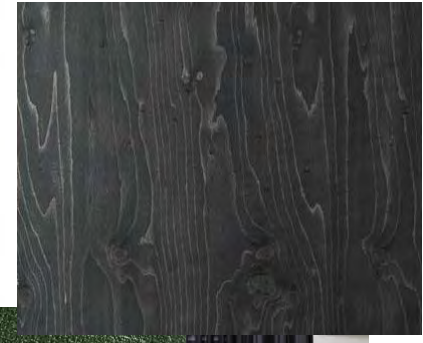
BRUSHED BRASS SIGNAGE AND TRIM - ENTRY / CONSUMPTION LOUNGE / PORTE COCHERE CEILING



BLACK MIRROR ACCENT WALL - CONSUMPTION LOUNGE BAR



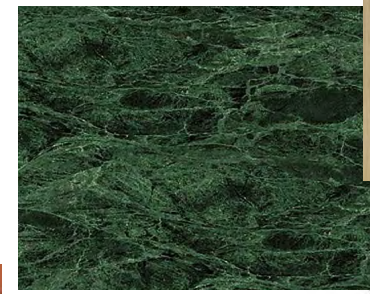
BLACK STAINED PLYWOOD PANELING - CONSUMPTION LOUNGE / VIP CONSUMPTION LOUNGE CEILING



CUSTOM GRAPHIC WALLPAPER - EPOXY FLOORING AND CABINETRY AT ENTRY TO MATCH



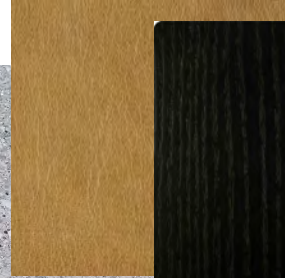
VEINDE QUATAMA MARBLE - CONSUMPTION LOUNGE BAR COUNTER



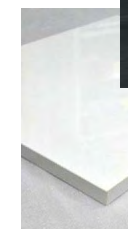
EBONIZED ASH - STOOLS AND SIDE TABLES

DISTRESSED CAMEL FAUX LEATHER UPHOLSTERY - CHAIR & STOOLS

PERBED GREEN FAUX LEATHER UPHOLSTERY - BANQUETTE



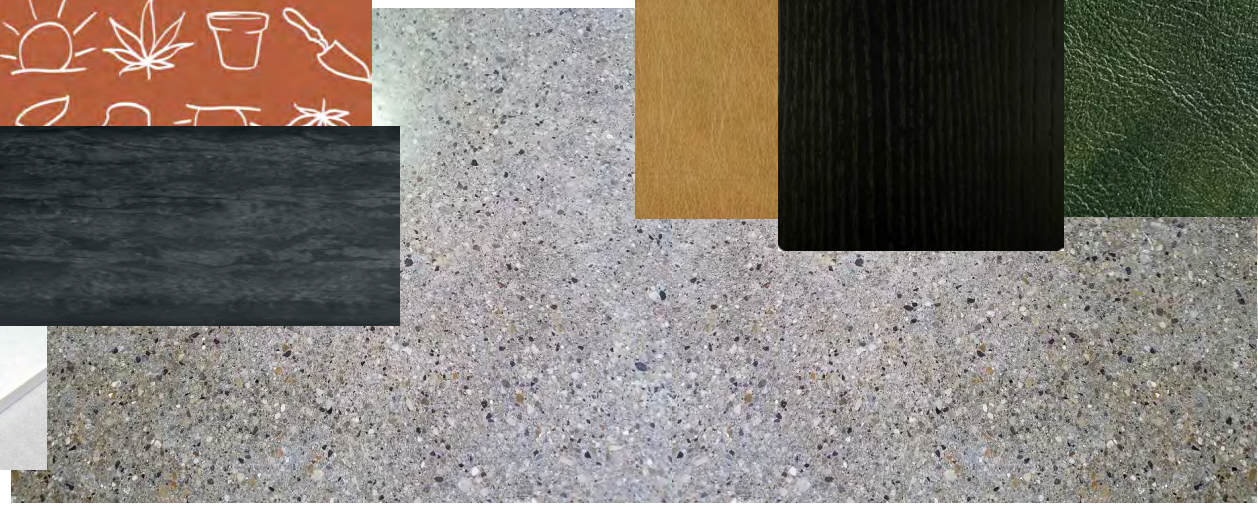
SOLID SURFACE DISPLACE CASE - CAESERSTONE - BLACK TAMPAL



SEMGLOSS WHITE LACQUER CABINETRY



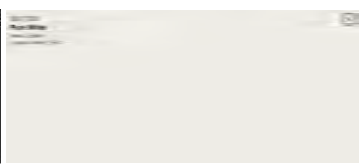
BLACK SHEER CURTAIN



POLISHED AND SEALED CONCRETE STRUCTURAL SLAB



P-5 SHERWIN WILLIAMS TRICORN BLACK (SW 6256)



P-4 SHERWIN WILLIAMS PURE WHITE (SW 7000)



P-3 SHERWIN WILLIAMS RIPE OLIVE (SW 6299)



P-2 SHERWIN WILLIAMS CAVERN CLAY (SW 7703)



P-1 SHERWIN WILLIAMS TOUCH OF SAND (SW 9085)

PROJECT:
COACHELLA CAN LLC - APPLICATION

4154 DILLON ROAD
COACHELLA, CA 92236

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SHEET TITLE:
MATERIAL BOARD

PLANS AT SCALE NOTED WHEN PRINTED AT 24"X36"
DATE: 12/18/2019
DRAWN BY: Author

FINISH LEGEND:

C.X	CONCRETE
E.X	EPOXY
F.X	FABRIC/UPHOLSTERY
G.X	GLASS
M.X	METAL
P.X	PAINT
ST.X	STONE/SOLID SURFACE
T.X	TILE
W.X	WOOD
WC.X	WALL COVERING



VIEW TO ENTRY / RESTAURANT SEATING FROM DRIVE



VIEW TO ENTRY FROM PARKING



VIEW TO BUILDING FROM DRIVEWAY

PROJECT:
COACHELLA CAN LLC -
APPLICATION

4154 DILLON ROAD,
COACHELLA, CA 92236

NO.	ISSUE/REVISION	DATE

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SHEET TITLE:
3D VIEWS EXTERIOR

PLANS AT SCALE NOTED WHEN PRINTED AT 24"X36" (1:1)
ELEVATIONS AT SCALE NOTED WHEN PRINTED AT 24"X36" (1:1)

PROJECT NUMBER: 1908
DATE: 12/18/2019
DRAWN BY: Author

A0.11



VIEW OF NORTH FACADE FROM EAST PARKING



VIEW OF SOUTH AND EAST FACADES FROM SOUTH DRIVE



VIEW OF WEST FACADE / RESTAURANT SEATING FROM PARKING LOT

COACHELLA CAN LLC - APPLICATION

4154 DILLON ROAD
COACHELLA, CA 92236

NO.	ISSUE/REVISION	DATE

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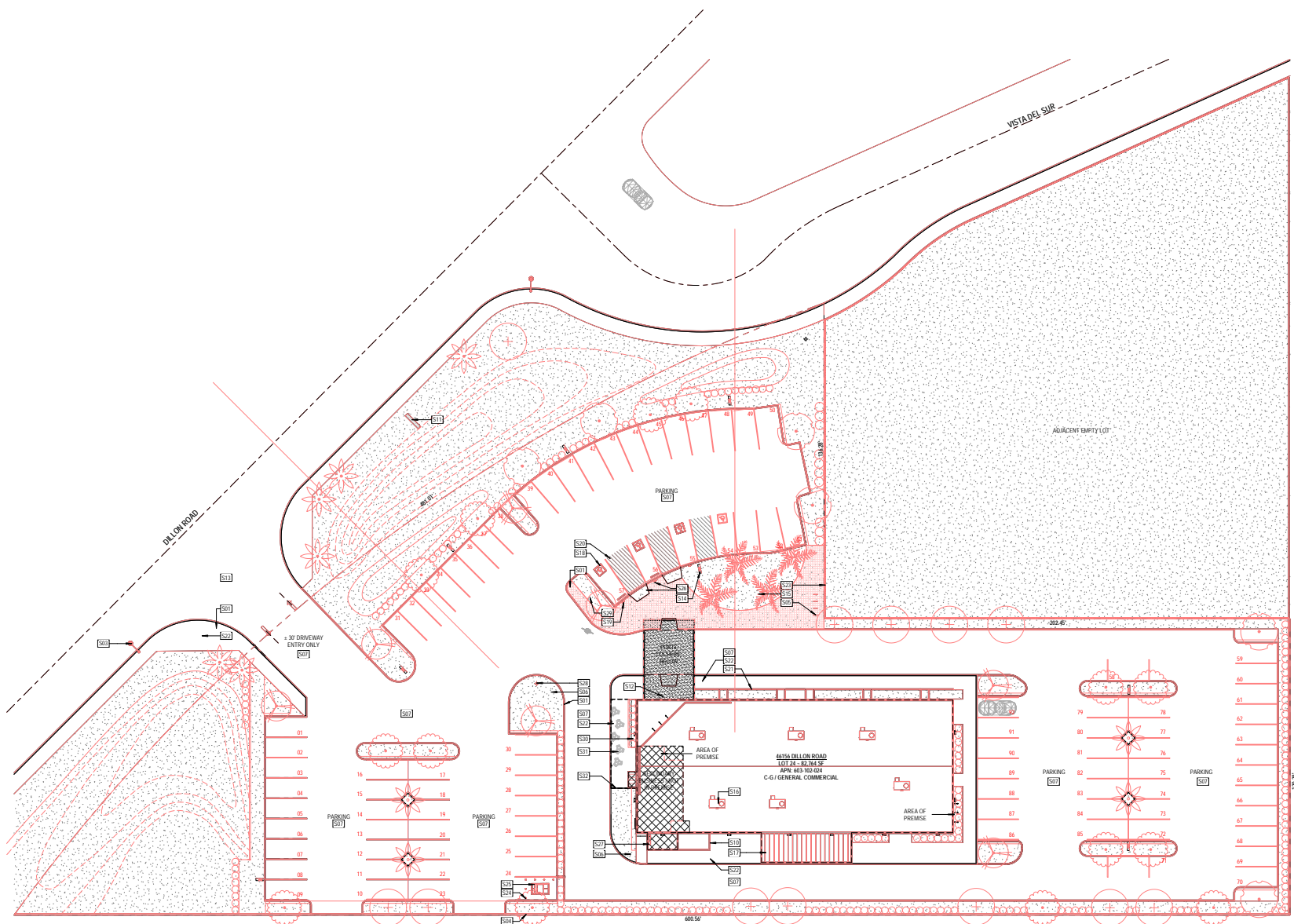
SHEET TITLE:

3D VIEWS EXTERIOR

PLANS AT SCALE NOTED WHEN PRINTED AT 24"X36" (1:100)
ELEVATIONS AT SCALE NOTED WHEN PRINTED AT 24"X36" (1:100)

PROJECT NUMBER: 1908
DATE: 12/18/2019
DRAWN BY: Author





- KEYNOTE LEGEND - SITE PLAN**
- S01 (E) CURB
 - S02 (N) CURB CUT, ADD TRUNCATED DOMES WHERE REQ'D
 - S03 (E) STREET LIGHT, TYP
 - S04 (E) 4" OF HIGH MASONRY SITE WALL WITH CHAINLINK FENCE ABOVE
 - S05 (N) BIKE PARKING STALLS
 - S06 (N) PLANTER W/ DROUGHT TOLERANT / NATIVE PLANTINGS, S.I.D.
 - S07 (E) PARKING ASPHALT PARKING LOT
 - S08 (E) STANDARD PARKING SPACES WITH STRIPING
 - S10 (E) 4" OF MASONRY TRASH ENCLOSURE WITH METAL GATES
 - S11 (E) MONUMENT BUILDING SIGNAGE
 - S12 (N) BUILDING ENTRANCE
 - S13 (E) PROPERTY ENTRY AND EXIT
 - S14 (E) SITE LIGHTING, TYP.
 - S15 (E) CONCRETE HARDSCAPE
 - S16 (E) ROOSTOP/MECHANICAL UNIT
 - S17 (E) TRELLIS/MASONRY PATIO ENCLOSURE
 - S18 (E) ACCESSIBLE PARKING DESIGNATION
 - S19 (E) ACCESSIBLE PARKING SIGNAGE
 - S20 (E) ACCESSIBLE PARKING PATH STRIPING
 - S21 (E) BUILDING SCREEN WALL
 - S22 (E) SHERBARK
 - S23 (E) FENCE
 - S24 (E) CONCRETE BOLLARDS AND PAD
 - S25 (E) TRANSFORMER
 - S26 (E) WHEELSTOP
 - S27 (E) UTILITY METERS
 - S28 (N) FIRE HYDRANT
 - S29 (E) FOUNTAIN
 - S30 (N) COUNTERTOP
 - S31 (N) FURNITURE
 - S32 (N) FABRIC AWNING W/ MISTERS

- SHEET NOTES:**
1. SEE LANDSCAPE DRAWINGS FOR PLANTINGS AND TOPOGRAPHY
 2. OUTDOOR PARKING AREA LIGHTING SHALL COMPLY WITH SECTION 17.64.200 P.M.C.
 3. HOURS OF OPERATION ARE TO BE LISTED AS 7AM TO 10PM DAILY.
 4. MAXIMUM AVERAGE ILLUMINATION AT GROUND LEVEL SHALL NOT EXCEED THREE (3) FOOT CANDLES WHEN THE PARKING IS LOCATED WITHIN A NONRESIDENTIAL ZONING DISTRICT, PER 17.64.200 P.M.C.
 5. OUTDOOR PARKING AREA LIGHTING SHALL NOT EXCEED 18' IN HEIGHT, UNLESS SPECIFICALLY APPROVED BY THE DESIGN COMMISSION OR OTHER APPLICABLE REVIEW AUTHORITY, AND EXCEPT WHEN LOCATED WITHIN CITY PARKS.

- LEGEND**
- PROPERTY LINE
 - SET BACK
 - X-X-X-X-X-X-X-X-X-X- CHAINLINK FENCE
 - [Hatched Box] ACCESSIBILITY STRIPING
 - [Dotted Box] TRUNCATED DOMES

PROJECT:
COACHELLA CAN LLC -
APPLICATION

4154 DILLON ROAD,
COACHELLA, CA 92336

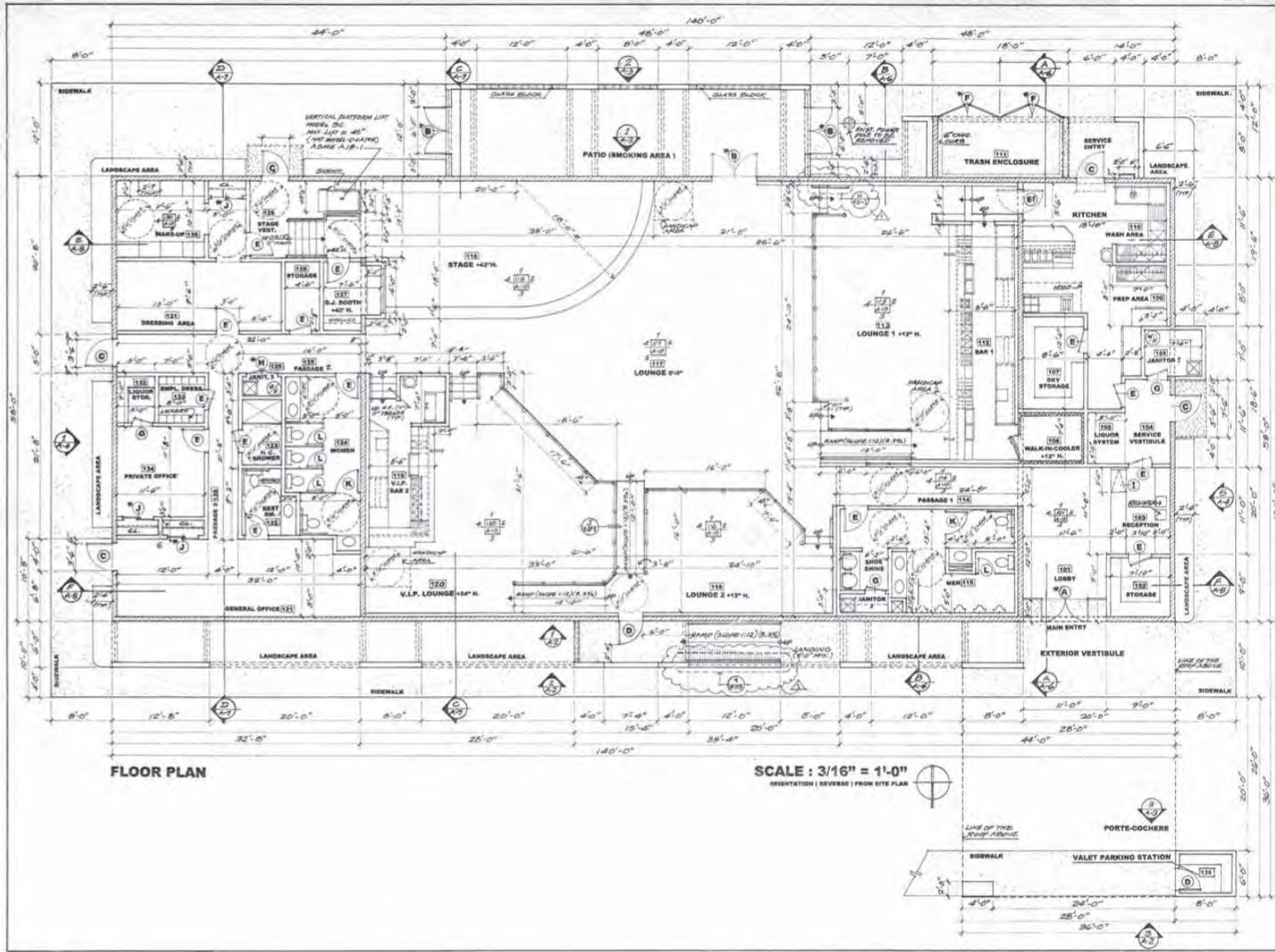
NO. ISSUE/REVISION DATE

SHEET TITLE:
SITE PLAN

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PLANS AT SCALE NOTED WERE PRINTED AT 24"X36" (1/8"=1'-0")
PROJECT NUMBER: 1908
DATE: 12/8/2019
DRAWN BY: BMC

A1.01



FLOOR PLAN

SCALE: 3/16" = 1'-0"
ORIENTATION (REVERSE) FROM SITE PLAN

A.M.C.E.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
ARCHITECTURAL ENGINEERS
H. O'CAJIZ & ASSOC.
ARCHITECTS



REVISIONS:

#	DESCRIPTION	DATE
1	FOR COMMENTS	2-28-08

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SEVENTH HEAVEN GENTLEMEN'S CLUB
FLOOR PLAN
AP #2 603-012-024 DILLON RD COACHELLA CA 92236
OWNERS: ROBERT FOSTER / HORCOS S. ACER TEL: (951) 904 9377

DATE: 08-28-2007
SCALE: 3/16" = 1'-0"
DRAWN: MDC
JOB: 08-001
SHEET 1
OF 12 SHEETS
A-1

PROJECT:
COACHELLA CAN LLC - APPLICATION

4154 DILLON ROAD,
COACHELLA, CA 92236

NO. ISSUE/REVISION DATE

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EXISTING FLOOR PLAN

PROJECT NUMBER: 1278/2019
DATE: 12/18/2019
DRAWN BY: Aduh

EXISTING CONDITIONS - BY OTHERS / FOR REFERENCE ONLY A2.00

KEYNOTE LEGEND - FLOOR PLAN

- 01 (N) RECEPTION DESK
02 (N) FURNITURE
03 (N) CASEWORK, DISPLAY W/ IMPACT RESISTANT GLAZING @ 3" HIGH MAX.
04 (N) CASEWORK, COUNTER @ 3" HIGH MAX.
05 (N) CASEWORK, POINT OF SALE STATION
06 (N) CASEWORK, WALL DISPLAY W/ IMPACT RESISTANT GLAZING
07 (N) CASEWORK, STORAGE CABINET
08 (N) EXPANDED STEEL REINFORCEMENT IN WALLS AND CEILING
09 (N) TELEVISION W/ WALL BRACKET
10 (N) REFRIGERATOR
11 (N) WIRE SHELVING
12 (N) PASS THROUGH WINDOW W/ COILING OVERHEAD SECURITY GATE
13 QUEUE FOR CUSTOMER SHOWROOM OVERFLOW
14 QUEUE FOR CUSTOMER PURCHASES
15 (E) STOREFRONT W/ ENTRY DOOR CUSTOMERS ENTRY AND EXIT
16 (E) EMERGENCY EXIT DOOR
17 (N) STOREFRONT WINDOW
18 (N) PASS THROUGH WINDOW W/ IMPACT RESISTANT SECURITY GLAZING
19 FIREPROOF CASH SALES
20 SECURE RECORD STORAGE
21 (N) IMPACT RESISTANT SECURITY GLAZING
22 SECURE CANNABIS PRODUCT WASTE RECEIPTABLES
24 (E) DOOR - LOADING AND UNLOADING OF DELIVERIES
25 (N) ADMINISTRATIVE HOLD AREA, WIRE SHELVING W/ 2" X 4" CHAIN LINK CAGE
26 INDUSTRIAL SECURITY CAMERA SECURITY SYSTEM
27 (N) BASE FLOOR, WHERE DECID
28 (N) RAMP OR STAIR W/ RAILS @ 30" AFF, BOTH SIDES, TYP.
29 (N) COUNTER @ 42" AFF
31 SERVER
32 (N) COUNTER @ 34" AFF, TYP.
33 (N) COUNTER, ACCESSORY, TYP. PER ROOM
34 CASEWORK, CONSUMPTION BAR
35 CASEWORK, CONSUMPTION DISPLAY
36 (E) KITCHEN OR BAR EQUIPMENT
37 (E) TRUSS
38 (N) LIGHT FIXTURE
39 (N) WALL
40 (N) STAINED PLYWOOD SHEET
41 (N) MIRROR/WALL AND SHEET W/ BRASS BATTENS
42 (N) SHEER FABRIC CURTAIN
43 (E) POFTOP MECHANICAL UNIT TO REMAIN
44 (N) SELF ILLUMINATED SIGN
45 (N) PLATE METAL SIGNAGE/ CONCEALED SIGNAGE
47 (E) WALL PACK LIGHTS
48 (N) POST MOUNTED SIGNLIGHTS

FINISH LEGEND

- CX CONCRETE
EX EPOXY
FX FABRIC/UPHOLSTERY
GX GLASS
HX METAL
PX PAINT
SX STONE/SOLID SURFACE
TX TILE
WX WOOD
WCX WALL COVERING

FIRE PROTECTION: PORTABLE FIRE EXTINGUISHER SHALL BE PROVIDED... SIZE AND DISTRIBUTION SHALL BE IN ACCORDANCE WITH SECTIONS 905.1.1-905.1.4 AND 905.1.5 IN GROUP A, E, F, H, I, R, 2, R-21 OCCUPANCIES...

LEGEND

- LIMITED ACCESS AREA
COMMON AREA
(E) WOOD FRAMED WALL TO REMAIN
EXISTING TO BE DEMOLISHED
(N) 2x6 WOOD FRAMED WALL (FURR ADJACENT WALLS TO ALIGH FINISH WHERE DECID)
SECONDARY BUSINESS

PROJECT: COACHELLA CAN LLC - APPLICATION

4154 DILLON ROAD, COACHELLA, CA 92306

NO. ISSUE/REVISION DATE

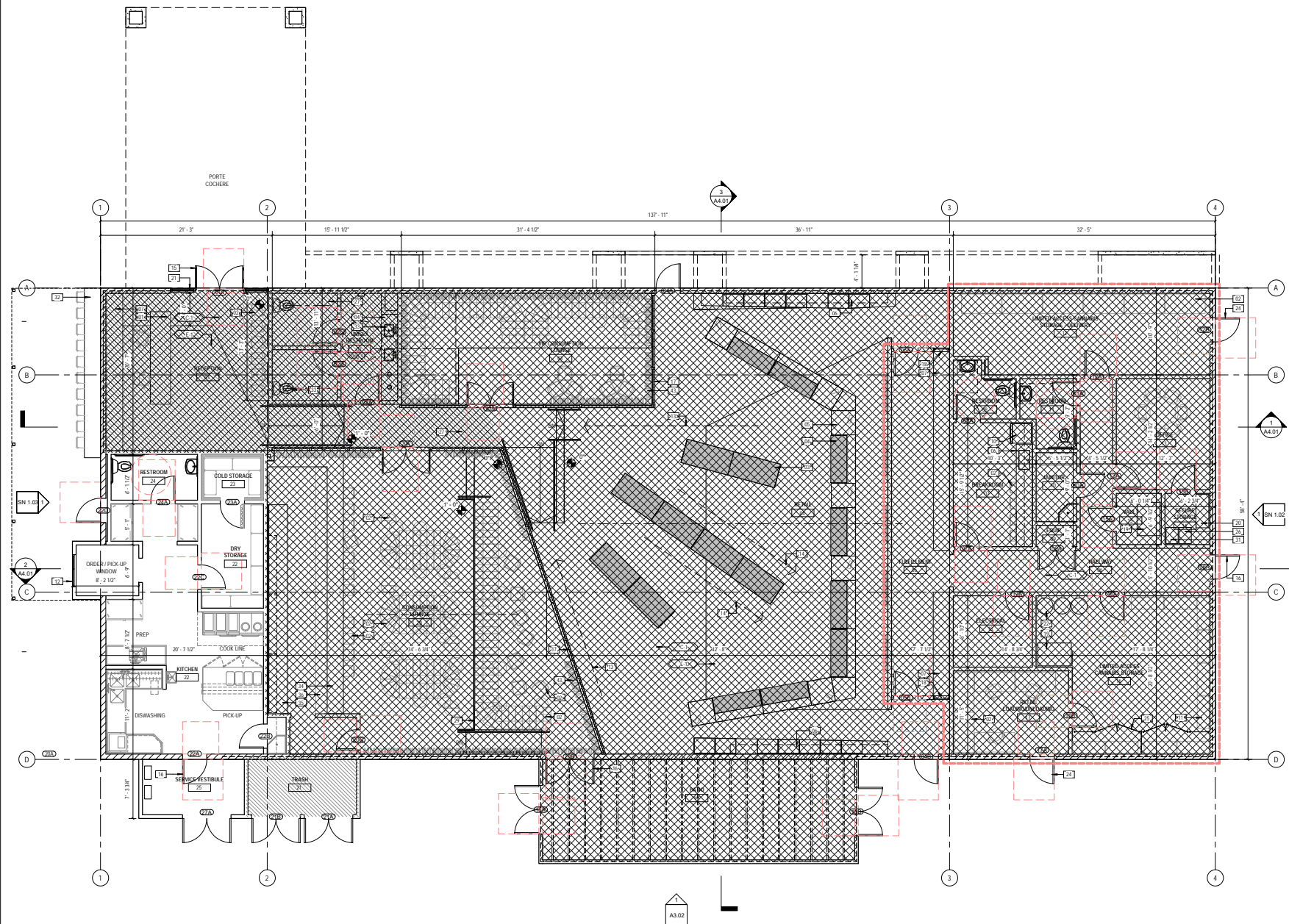
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SHEET TITLE: FIRST FLOOR PLAN

PLANS AND SECTION DRAWINGS SHALL BE PRINTED AT 1/8" = 1'-0" UNLESS OTHERWISE NOTED.

PROJECT NUMBER: 1908
DATE: 12/8/2019
DRAWN BY: ADRIAN

A2.01



1 LEVEL 1 - FIRST FLOOR 1/8" = 1'-0"

KEYNOTE LEGEND - FLOOR PLAN

- 01 (N) RECEPTION DESK
- 02 (N) FURNITURE
- 03 (N) CASEWORK, DISPLAY W/ IMPACT RESISTANT GLAZING @ 34" HIGH MAX.
- 04 (N) CASEWORK, COUNTER @ 34" HIGH MAX.
- 05 (N) CASEWORK, POINT OF SALE STATION
- 06 (N) CASEWORK, WALL DISPLAY W/ IMPACT RESISTANT GLAZING
- 07 (N) CASEWORK, STORAGE CABINET
- 08 (N) EXPANDED STEEL REINFORCEMENT IN WALLS AND CEILINGS
- 09 (N) TELEVISION W/ WALL BRACKET
- 10 (N) REFRIGERATOR
- 11 (N) WIRE SHELVING
- 12 (N) PASS THROUGH WINDOW W/ COILING OVERHEAD SECURITY GATE
- 13 QUEUE FOR CUSTOMER SHOWROOM OVERFLOW
- 14 QUEUE FOR CUSTOMER PURCHASES
- 15 (E) STOREFRONT W/ ENTRY DOOR - CUSTOMER ENTRY AND EXIT
- 16 (E) EMERGENCY EXIT DOOR
- 17 (N) STOREFRONT WINDOW
- 18 (N) PASS THROUGH WINDOW W/ IMPACT RESISTANT SECURITY GLAZING
- 19 FIREPROOF CASH SALES
- 20 SECURE RECORD STORAGE
- 21 (N) IMPACT RESISTANT SECURITY GLAZING
- 22 SECURE CANNAS PRODUCT WASTE RECEPTACLES
- 24 (E) DOOR - LOADING AND UNLOADING OF COLLUMBS
- 25 (N) ADMINISTRATIVE HOLD AREA, WIRE SHELVING W/ 3/8" X 6" CHAIN LINK CAGE
- 26 (N) DIGITAL SECURITY CAMERA SECURITY SYSTEM
- 27 (N) RAISED FLOOR - WHERE RECD
- 28 (N) RAMP OR STAIR W/ RAILS @ 36" AFF, BOTH SIDES, TYP.
- 29 (N) GUARDRAIL @ 42" AFF
- 31 SERVER
- 32 (N) COUNTERTOP 3/4" AFF, TYP.
- 33 (N) PLUMBING FIXTURE OR ACCESSORY, TYP PER ROOM
- 34 CASEWORK, CONSUMPTION BAR
- 35 CASEWORK, CONSUMPTION DISPLAY
- 36 (E) KITCHEN OR BAR EQUIPMENT
- 37 (E) TRUSS
- 38 (N) LIGHT FIXTURE
- 39 (N) WALL
- 41 (N) STAINED PLYWOOD SOFFIT
- 42 (N) MIRROR WALL AND SOFFIT W/ BRASS BATTENS
- 43 (N) SHEER FABRIC CURTAIN
- 44 (E) ROOFTOP MECHANICAL UNIT TO REMAIN
- 45 (N) SELF-ILLUMINATED SIGN
- 46 (N) PLATE METAL SIGNAGE @ CONCEALED STUDS
- 47 (E) WALL PACK LIGHTS
- 48 (N) POST MOUNTED SIGN LIGHTS

PROJECT:
COACHELLA CAN LLC - APPLICATION

4154 DILLON ROAD
COACHELLA, CA 92236

NO. ISSUE/REVISION DATE

FINISH LEGEND:

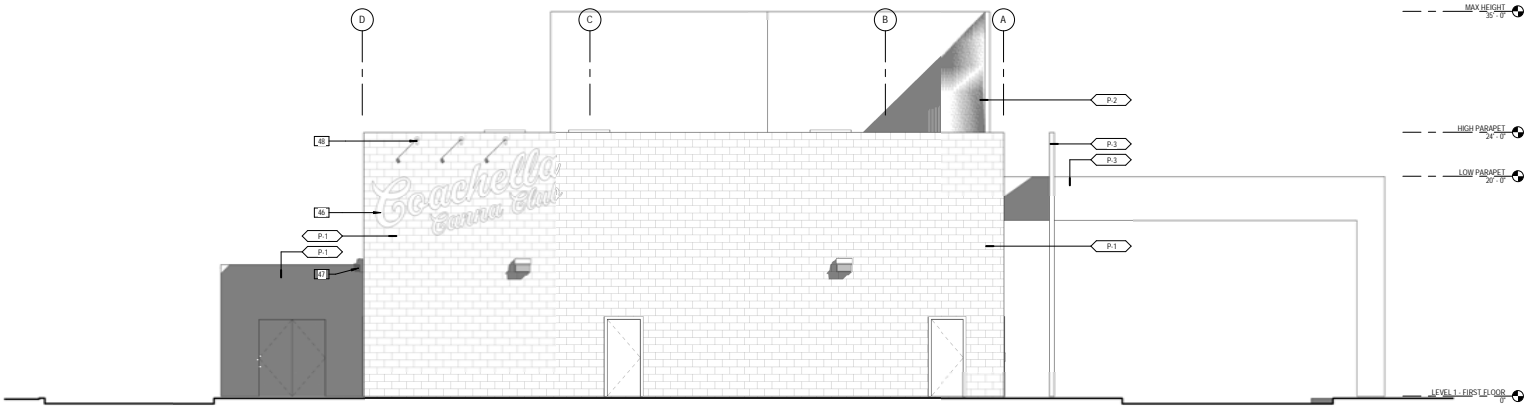
- C.X CONCRETE
- E.X EPOXY
- F.X FABRIC/UPHOLSTERY
- G.X GLASS
- M.X METAL
- P.X PAINT
- S.T.X STONE/SOLID SURFACE
- T.X TILE
- W.X WOOD
- WC.X WALL COVERING

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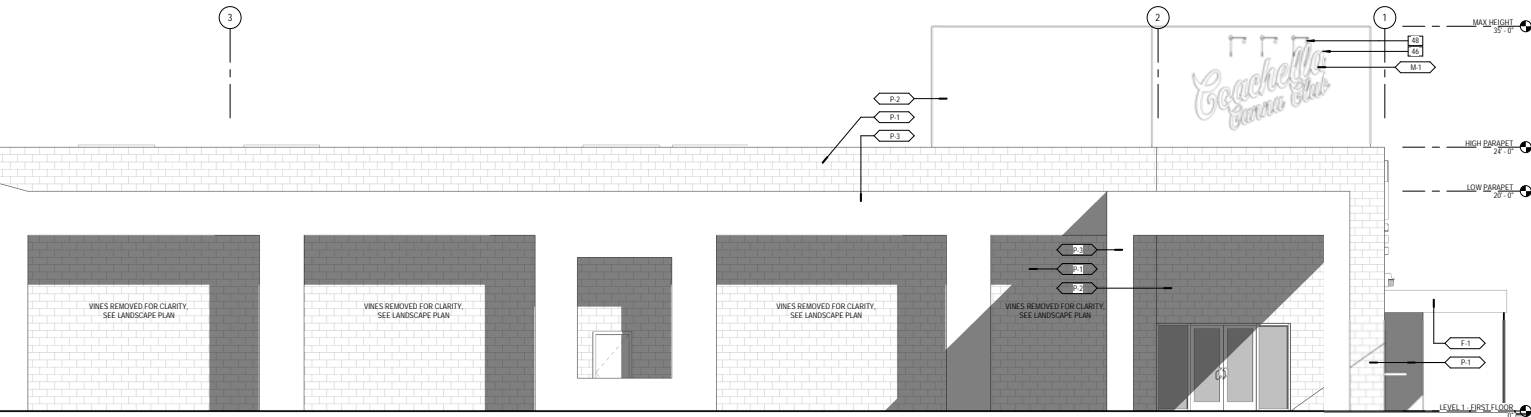
SHEET TITLE:
BUILDING ELEVATIONS

PLANS AT SCALE UNLESS NOTED OTHERWISE AT 3/8" = 1'-0"
DATE: 12/18/2019
DRAWN BY: Author

A3.01



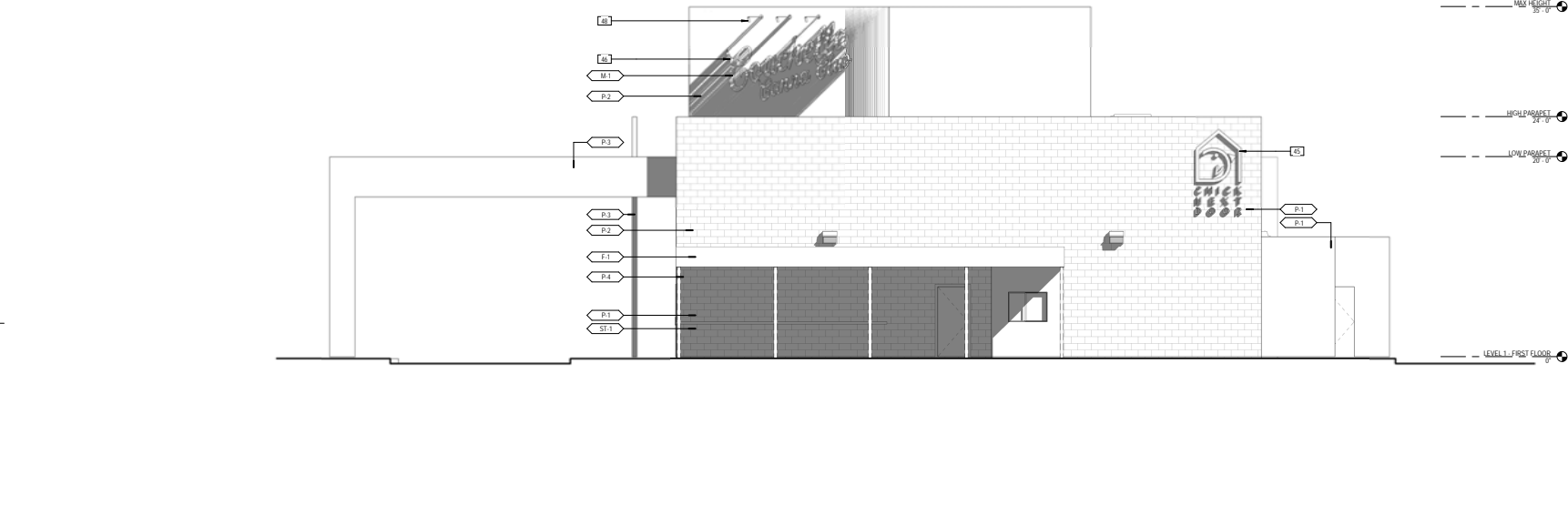
2 EAST ELEVATION
3/16" = 1'-0"



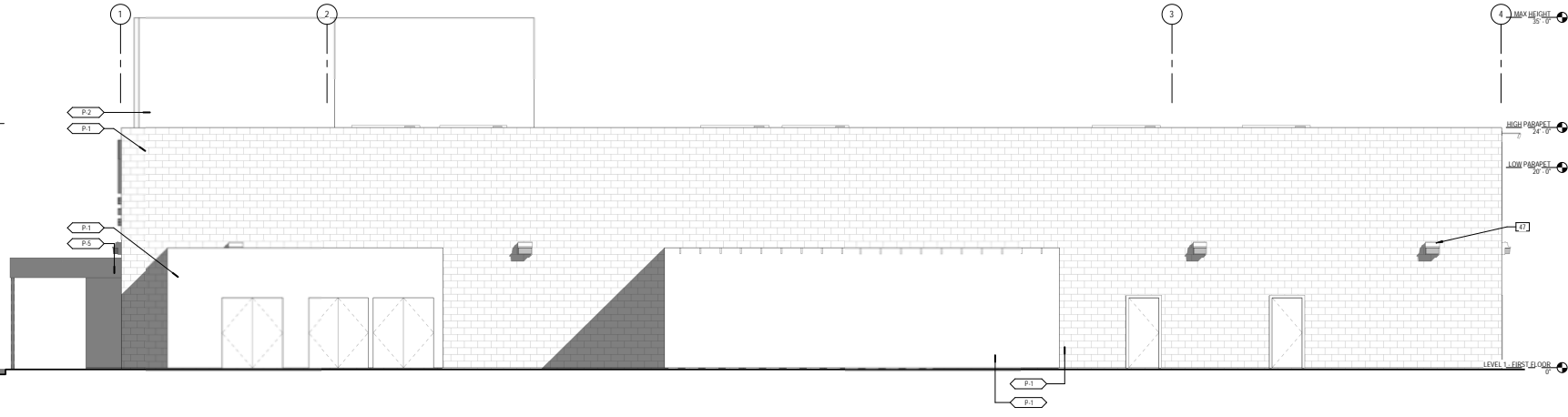
1 NORTH ELEVATION
3/16" = 1'-0"

SHEET NOTES:

1. SEE SHEETS A01-10 FOR MATERIAL SAMPLES
2. SEE SHEETS A01-11, A01-12 AND A01-13 FOR COLOR RENDERED VIEWS
3. SEE SIGNAGE PACKAGE FOR ADDITIONAL INFORMATION ON DIMENSIONS, MATERIALITY AND CONSTRUCTION OF SIGNAGE



2 WEST ELEVATION
316' - 1'6"



1 SOUTH ELEVATION
316' - 1'6"

- KEYNOTE LEGEND - FLOOR PLAN
- 01 (N) RECEPTION DESK
 - 02 (N) FURNITURE
 - 03 (N) CASEWORK, DISPLAY W/ IMPACT RESISTANT GLAZING @ 3'4" HIGH MAX
 - 04 (N) CASEWORK, COUNTER @ 3'4" HIGH MAX
 - 05 (N) CASEWORK, POINT OF SALE STATION
 - 06 (N) CASEWORK, WALL DISPLAY W/ IMPACT RESISTANT GLAZING
 - 07 (N) CASEWORK, STORAGE CABINET
 - 08 (N) EXPANDED STEEL REINFORCEMENT IN WALLS AND CEILINGS
 - 09 (N) TELEVISION W/ WALL BRACKET
 - 10 (N) REFRIGERATOR
 - 11 (N) WIRE SHELVING
 - 12 (N) PASS THROUGH WINDOW W/ COILING OVERHEAD SECURITY GATE
 - 13 QUEUE FOR CUSTOMER PURCHASES
 - 14 QUEUE FOR CUSTOMER PURCHASES OVERFLOW
 - 15 (E) STOREFRONT W/ ENTRY DOOR - CUSTOMER ENTRY AND EXIT
 - 16 (E) EMERGENCY EXIT DOOR
 - 17 (N) STOREFRONT WINDOW
 - 18 (N) PASS THROUGH WINDOW W/ IMPACT RESISTANT SECURITY GLAZING
 - 19 FIREPROOF CASH SAFES
 - 20 SECURE RECORDS STORAGE
 - 21 (N) IMPACT RESISTANT SECURITY GLAZING
 - 22 SECURE CANNABIS PRODUCT WASTE RECEPTACLES
 - 24 (E) DOOR - LOADING AND UNLOADING OF DELIVERIES
 - 25 (N) ADMINISTRATIVE HOLD AREA, WIRE SHELVING W/ 2 1/2X2 1/2 CHAIN LINK CAGE
 - 26 (N) DIGITAL SECURITY CAMERA SECURITY SYSTEM
 - 27 (N) RASSED FLOOR, W/ WIRE RECO
 - 28 (N) RAMP OR STAR W/ RAILS @ 36" AFF, BOTH SIDES, TYP.
 - 29 (N) GUARDRAIL @ 42" AFF
 - 31 SERVER
 - 32 (N) COUNTERTOP 3/4" AFF, TYP.
 - 33 (N) FLUORESCENT FIXTURE OR ACCESSORY, TYP PER ROOM
 - 34 CASEWORK, CONSUMPTION BAR
 - 35 CASEWORK, CONSUMPTION DISPLAY
 - 36 (E) KITCHEN OR BAR EQUIPMENT
 - 37 (E) TRUSS
 - 38 (N) LIGHT FIXTURE
 - 39 (N) WALL
 - 41 (N) STAINED PLYWOOD SOFFIT
 - 42 (N) UNBORDERED WALL AND SOFFIT W/ BRASS BATTENS
 - 43 (N) SHERY FABRIC CURTAIN
 - 44 (E) ROOFTOP MECHANICAL UNIT TO REMAIN
 - 45 (N) SELF ILLUMINATED SIGN
 - 46 (N) PLATE METAL SIGNAGE/ CONCEALED STUDS
 - 47 (E) WALL PACK LIGHTS
 - 48 (N) POST MOUNTED SIGN LIGHTS

- FINISH LEGEND:
- C.X CONCRETE
 - E.X EPOXY
 - F.X FABRIC/UPHOLSTERY
 - G.X GLASS
 - M.X METAL
 - P.X PAINT
 - ST.X STONE/SOLID SURFACE
 - T.X TILE
 - W.X WOOD
 - WC.X WALL COVERING

SHEET NOTES:
1. SEE SHEETS A0.10 FOR MATERIAL SAMPLES.
2. SEE SHEETS A0.11, A0.12 & A0.13 FOR COLOR RENDERED VIEWS.
3. SEE SIGNAGE PACKAGE FOR ADDITIONAL INFORMATION ON DIMENSIONS, MATERIALITY AND CONSTRUCTION OF SIGNAGE.

PROJECT:
COACHELLA CAN LLC - APPLICATION

4154 DILLON ROAD,
COACHELLA, CA 92336

NO. ISSUE/REVISION DATE

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SHEET TITLE:
BUILDING ELEVATIONS

PLANS AT SCALE NOTED WERE PRINTED AT 24"X36" (1:12)
DATE: 12/18/2019
DRAWN BY: *[Signature]*

PROJECT NUMBER: 1908
DATE: 12/18/2019
DRAWN BY: *[Signature]*

A3.02

KEYNOTES:

- 01 (N) RECEPTION DESK
- 02 (N) FURNITURE
- 03 (N) CASEWORK, DISPLAY W/ IMPACT RESISTANT GLAZING @ 3" HIGH MAX
- 04 (N) CASEWORK, COUNTER @ 34" HIGH MAX
- 05 (N) CASEWORK, POINT OF SALE STATION
- 06 (N) CASEWORK, STORAGE CABINET
- 07 (N) EXPANDED STEEL REINFORCEMENT IN WALLS AND CEILING
- 08 (N) TELEVISION W/ WALL BRACKET
- 09 (N) REFRIGERATOR
- 10 (N) WIRE SHELVING
- 11 (N) PASS THROUGH WINDOW W/ COILING OVERHEAD SECURITY GATE
- 12 (N) QUEUE FOR CUSTOMER SHOWROOM OVERCROW
- 13 (N) QUEUE FOR CUSTOMER PURCHASES
- 14 (E) STONE/RTW W/ ENTRY DOOR - CUSTOMER ENTRY AND EXIT
- 15 (E) EMERGENCY EXIT DOOR
- 16 (N) STOREFRONT WINDOW
- 17 (N) PASS-THROUGH WINDOW W/ IMPACT RESISTANT SECURITY GLAZING
- 18 (N) FIREPROOF CASH SALES
- 19 (N) SECURE RECORD STORAGE
- 20 (N) IMPACT RESISTANT SECURITY GLAZING
- 21 (N) SECURE CANNABIS PRODUCT WASTE RECEPTACLES
- 22 (E) DOOR, LOADING AND UNLOADING OF DELIVERIES
- 23 (N) ADMINISTRATIVE HOLD AREA, WIRE SHELVING W/ 7" DIA OF CHAIN LINK CAGE
- 24 (N) DIGITAL SECURITY CAMERA SECURITY SYSTEM
- 25 (N) RASSED FLOOR, WHERE RECD
- 26 (N) RAMP OR STAIR W/ RAILS @36" AFF, BOTH SIDES, TYP
- 27 (N) GUARDRAIL @ 42" AFF
- 28 (N) SERVER
- 29 (N) COUNTERTOP 3/4" AFF, TYP
- 30 (N) PLUMBING FIXTURE OR ACCESSORY, TYP PER ROOM
- 31 (N) CASEWORK, CONSUMPTION BAR
- 32 (N) CASEWORK, CONSUMPTION DISPLAY
- 33 (N) KITCHEN OR BAR EQUIPMENT
- 34 (E) TRUSS
- 35 (N) LIGHT FIXTURE
- 36 (N) WALL
- 37 (N) STAINED PLYWOOD SOFFIT
- 38 (N) MIRRORING WALL AND SOFFIT W/ BRASS BATTENS
- 39 (N) SHEER FABRIC CURTAIN
- 40 (E) ROOFTOP MECHANICAL UNIT TO REMAIN
- 41 (N) SELF-ILLUMINATED SIGN
- 42 (N) IN-PLATE METAL SIGNAGE/ CONCEALED STUDS
- 43 (E) WALL BACK LIGHTS
- 44 (N) POST MOUNTED SIGN LIGHTS
- 501 (E) CLUBE
- 502 (N) CLUBE CUT, ADD TRUNCATED DOMES WHERE RECD
- 503 (E) STREET LIGHT, TYP
- 504 (E) 12" HIGH MASONRY SITE WALL WITH CHAIN LINK FENCE ABOVE
- 505 (N) BIKE PARKING STALLS
- 506 (N) IN-PLATE W/ DRUG/TOLERANT/ NATIVE PLANTINGS, S.L.D.
- 507 (E) PARKING ASPHALT PARKING LOT
- 508 (E) STANDARD PARKING SPACES WITH STRIPING
- 510 (E) 12" MASONRY TRASH ENCLOSURE WITH METAL GATES
- 511 (E) MONUMENT BUILDING SIGNAGE
- 512 (E) BUILDING ENTRANCE
- 513 (E) PROPERTY ENTRY AND EXIT
- 514 (E) SITE LIGHTING, TYP
- 515 (E) CONCRETE HARDSCAPE
- 516 (E) ROOFTOP MECHANICAL UNIT
- 517 (E) TRUSS/MASONRY PATIO ENCLOSURE
- 518 (E) ACCESSIBLE PARKING DESIGNATION
- 519 (E) ACCESSIBLE PARKING SIGNAGE
- 520 (E) ACCESSIBLE PARKING/PATH STRIPING
- 521 (E) BUILDING SCREEN/WALL
- 522 (E) SIDEWALK
- 523 (E) FENCE
- 524 (E) CONCRETE BOLLARDS AND PAD
- 525 (E) TRANSFORMER
- 526 (E) WHEELSTOP
- 527 (E) UTILITY METERS
- 528 (N) FIRE HYDRANT
- 529 (E) FOUNTAIN
- 530 (N) COUNTERTOP
- 531 (N) FURNITURE
- 532 (N) FABRIC AWNING W/ MESTERS

PROJECT:
COACHELLA CAN LLC -
APPLICATION

4154 DILLON ROAD,
COACHELLA, CA 92316

NO.	ISSUE/REVISION	DATE

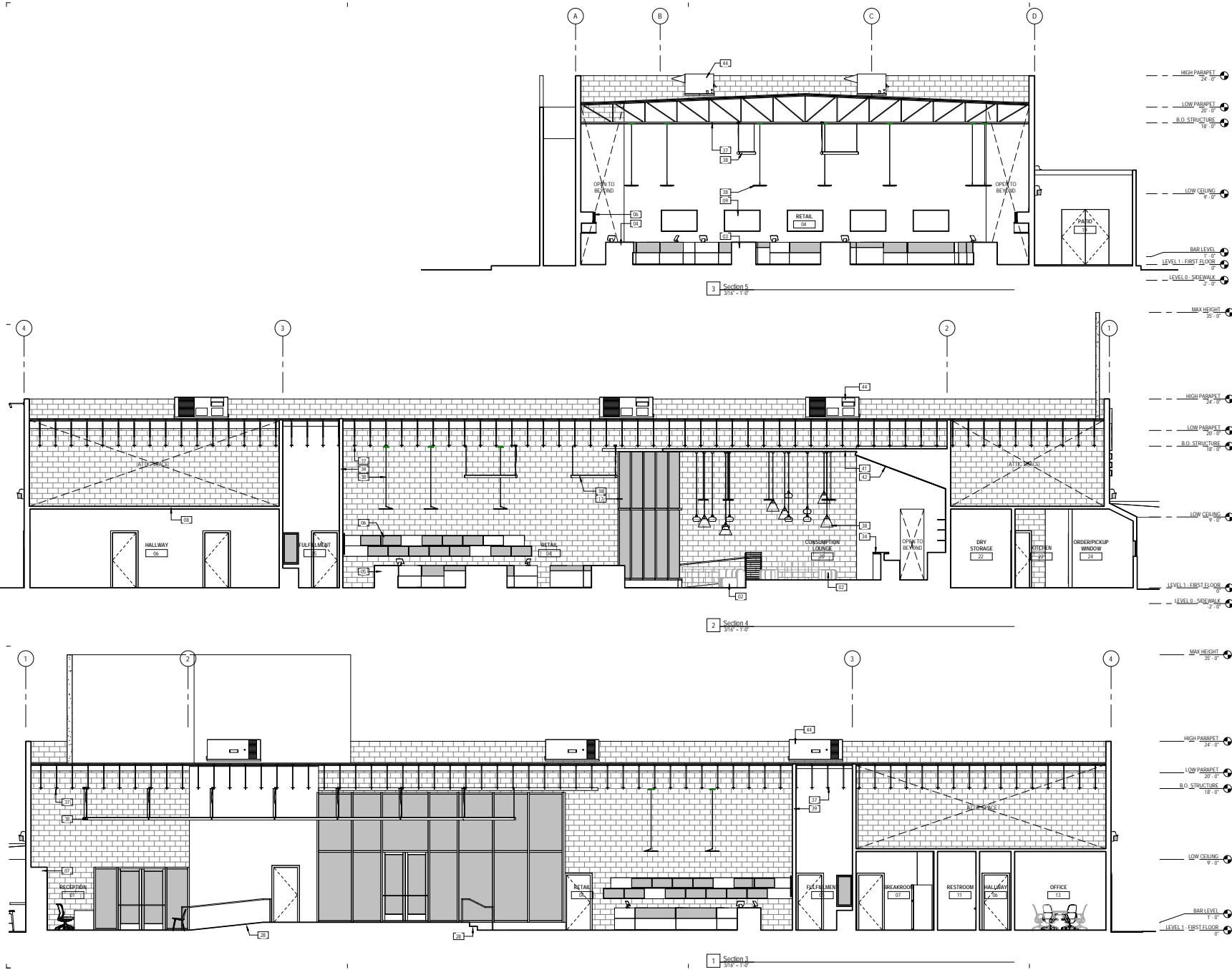
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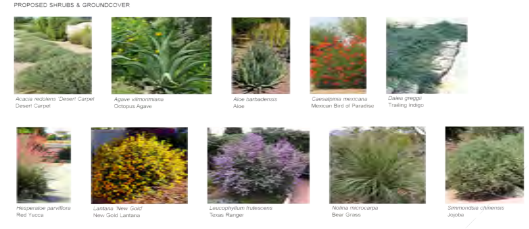
SHEET TITLE:
BUILDING SECTIONS

PLANS AT SCALE NOTED WERE PRINTED AT 1/4"=1'-0"
DATE: 12/18/2019
DRAWN BY: Aduan

PROJECT NUMBER: 1908
DATE: 12/18/2019
DRAWN BY: Aduan

A4.01





PROPOSED TREE LEGEND

SYMBOL	QUANTITY	SIZE	BOTANICAL NAME	COMMON NAME
	2	24" BOX	BRACHYCHTON POPULNEUS	BOTTLE TREE
	4	15 GAL		
	3	24" BOX	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
	4	15 GAL		
	4	24" BOX	PHOENIX DACTYLOFEROUS	DATE PALM
	4	15 GAL	MALE SPECIMEN ONLY	
	6	24" BOX	Rhus LANCEA	AFRICAN SUMAC
	8	15 GAL		
	4	15 GAL	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM

CITY OF COACHELLA LANDSCAPE GUIDELINE REQUIREMENTS

- 1 TREE PER 30' LINEAR FEET OF BUILDING
- 360' LINEAR FEET = 12 TREES REQ'D
- 1 TREE PER 3 PARKING STALLS
- \$1 TOTAL PARKING STALLS = 30 TREES REQ'D
- TOTAL TREES REQ'D = 42
- TOTAL PROPOSED TREES = 38
- TOTAL EXISTING TREES TO REMAIN = 11
- TOTAL PROPOSED + EXISTING TREES = 49
- 25% OF REQ'D TREES TO BE 24" BOX = 11
- PROPOSED 24" BOX TREES = 10
- 15% MINIMUM OF NET LOT AREA TO BE LANDSCAPED
- LOT AREA = 42,194 SQ. FT.
- 15% = 6,329 SQ. FT.
- PROPOSED LANDSCAPED AREA = 11,266 SQ. FT.

PROJECT: COACHELLA CANNABIS CO. - CONSUMPTION LOUNGE
40156 DILLON ROAD, COACHELLA, CA 92226
NO. ISSUER/PERSON DATE

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SHEET TITLE: CONCEPTUAL LANDSCAPE PLAN

NAME OF CLIENT: CONSUMPTION LOUNGE
PROJECT NUMBER: 1833
DATE: 12/19/2019
DRAWN BY: MRC

1 CONCEPTUAL LANDSCAPE PLAN
1" = 20'



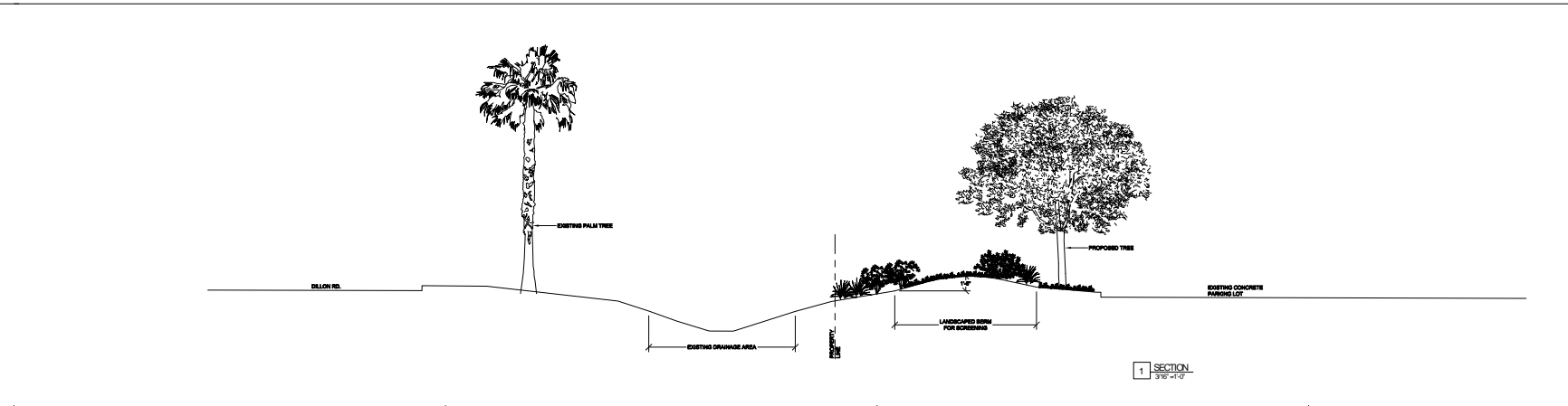
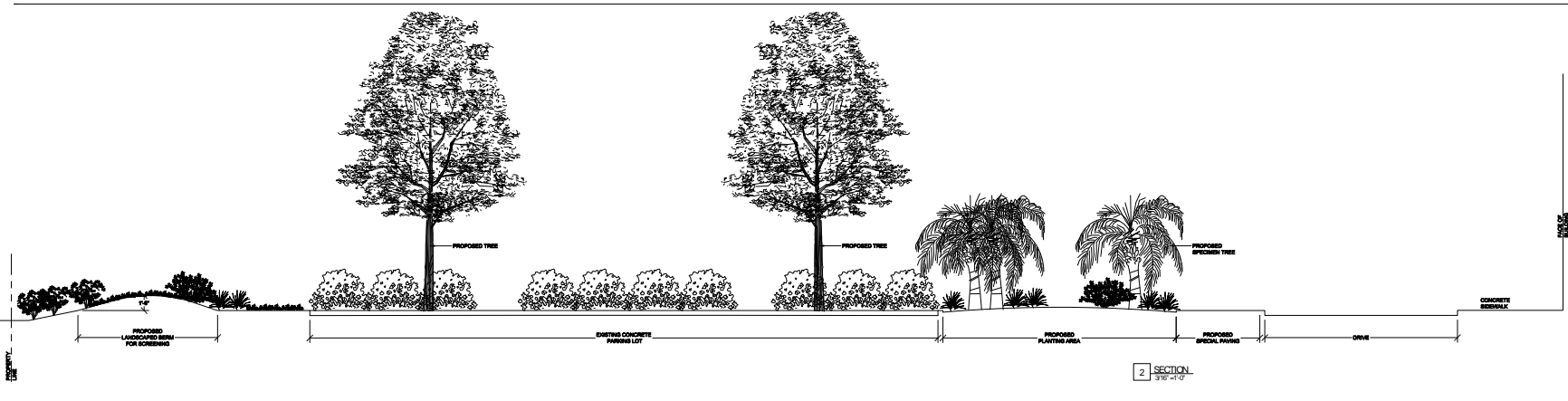
PROJECT:
**COACHELLA CANNABIS
CO. - CONSUMPTION
LOUNGE**
48156 DILLON ROAD,
COACHELLA, CA 92226
NO. ISSUE/REVISION DATE

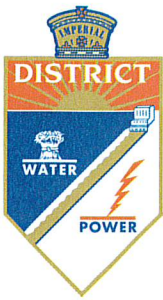
THE CONSULTING ENGINEER HAS REVIEWED THE DESIGN AND CONSTRUCTION DOCUMENTS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE CALIFORNIA PROFESSIONAL LANDSCAPE ARCHITECTURE ACT AND THE RULES AND REGULATIONS OF THE BOARD OF PROFESSIONAL LANDSCAPE ARCHITECTS AND ENGINEERS. THE CONSULTING ENGINEER'S REVIEW IS LIMITED TO THE DESIGN AND CONSTRUCTION DOCUMENTS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREIN. THE CONSULTING ENGINEER'S REVIEW IS LIMITED TO THE DESIGN AND CONSTRUCTION DOCUMENTS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREIN.

SHEET TITLE:
**CONCEPTUAL
LANDSCAPE
SECTIONS**

PLANS AND SECTIONS ARE PREPARED BY MEG RUSHING COFFEE LANDSCAPE ARCHITECTURE & DESIGN
PROJECT NUMBER: 1338
DATE: 12/18/2019
DRAWN BY: MRC

L3.01





IID

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February 18, 2021

Mr. Luis Lopez
Director
Development Services Department
City of Coachella
1515 6th Street
Coachella, CA 92236

SUBJECT: Coachella Canna Club Project in Coachella, CA; CUP No. 330, 331

Dear Mr. Lopez:

On February 10, 2021, the Imperial Irrigation District received from the City of Coachella Development Services Department, a request for agency comments on the preliminary information and design plans for the Coachella Canna Club project; Conditional Use Permit nos. 330 and 331. The applicant, Armen Paronyan/Coachella Can, LLC; proposes to establish a 7,170 sq. ft. retail cannabis business and consumption lounge and a take-out restaurant with outdoor seating and window service at 46-156 Dillon Road, Coachella, California (APN 603-102-024).

The IID has reviewed the project information and has the following comments:

1. IID will not begin any studies, engineering or estimate costs to provide electrical service to the project until the applicant submits a customer project application (available at <http://www.iid.com/home/showdocument?id=12923> and detailed loading information, panel sizes, project schedule and estimated in-service date. Applicant shall bear all costs associated with providing electrical service to the project, including but not limited to the construction of any additional facilities needed to extend electrical service to the proposed development such as distribution backbone feeders, distribution overhead and/or underground line extensions, the re-configuration of distribution circuits, transmission line extensions or other upgrades as well as applicable permits, zoning changes, landscaping (if required by the City) and rights-of-way and easements.
2. However, based on the preliminary information provided to the IID, the district can accommodate the power requirements of the project by extending distribution lines (conduit and cable) from existing facilities. The district's ability to provide service from existing infrastructure is based on currently available capacity, which may be impacted by future development in the area. It is important to note that a detailed and final study will be developed once a customer project application and loading calculations are received. This detailed information will allow IID to perform an accurate assessment and provide a full report of any potential impacts and mitigation measures. The conditions of service could change as a result of the additional studies.
3. Underground infrastructure that includes trenching, conduits, pull boxes, switch boxes and pads should be installed following IID approved plans. Physical field installation of

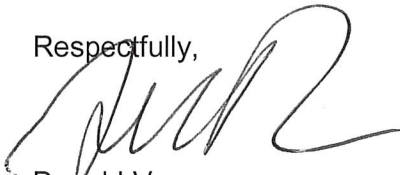
underground infrastructures should be verified and approved by an IID inspector prior to cable installation as per IID Developer's Guide (available at the district website <https://www.iid.com/home/showdocument?id=14229>).

4. IID Regulations governing line extensions can be found at:
No. 2 (<http://www.iid.com/home/showdocument?id=2540>),
No. 13 (<http://www.iid.com/home/showdocument?id=2553>),
No. 15 (<http://www.iid.com/home/showdocument?id=2555>),
No. 20 (<http://www.iid.com/home/showdocument?id=2560>) and
No. 23 (<https://www.iid.com/home/showdocument?id=17897>).
5. For additional information regarding electrical service for the project, the applicant should be advised to contact the IID Energy - La Quinta Division Customer Operations, 81-600 Avenue 58 La Quinta, CA 92253, at (760) 398-5841 and speak with the project development planner assigned to the area.
6. It is important to note that IID's policy is to extend its electrical facilities only to those developments that have obtained the approval of a city or county planning commission and such other governmental authority or decision-making body having jurisdiction over said developments.
7. The applicant will be required to provide rights-of-way and easements for any power line extensions and overhead or underground infrastructure needed to serve the project.
8. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion are available at <https://www.iid.com/about-iid/department-directory/real-estate>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements.
9. Relocation of existing IID facilities to accommodate the project and/or to accommodate street widening improvements imposed by the City will be deemed project-driven and all costs, as well as securing of rights of way and easements for relocated facilities, shall be borne by the applicant.
10. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully mitigated. **Any mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.**

11. Dividing a project into two or more pieces and evaluating each piece in a separate environmental document (Piecemealing or Segmenting), rather than evaluating the whole of the project in one environmental document, is explicitly forbidden by CEQA, because dividing a project into a number of pieces would allow a Lead Agency to minimize the apparent environmental impacts of a project by evaluating individual pieces separately, each of which may have a less-than-significant impact on the environment, but which together may result in a significant impact. Segmenting a project may also hinder developing comprehensive mitigation strategies. In general, if an activity or facility is necessary for the operation of a project, or necessary to achieve the project objectives, or a reasonably foreseeable consequence of approving the project, then it should be considered an integral project component that should be analyzed within the environmental analysis. The project description should include all project components, including those that will have to be approved by responsible agencies. The State CEQA Guidelines define a project under CEQA as "the whole of the action" that may result either directly or indirectly in physical changes to the environment. This broad definition is intended to provide the maximum protection of the environment. CEQA case law has established general principles on project segmentation for different project types. For a project requiring construction of offsite infrastructure, the offsite infrastructure must be included in the project description. *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App. 4th 713.
12. Applicant should be advised that landscaping can be dangerous if items are planted too close to IID's electrical equipment. In the event of an outage, or equipment failure, it is vital that IID personnel have immediate and safe access to its equipment to make the needed repairs. For public safety, and that of the electrical workers, it is important to adhere to standards that limit landscaping around electrical facilities. IID landscaping guidelines are available at <https://www.iid.com/energy/vegetation-management>.

Should you have any questions, please do not hesitate to contact me at (760) 482-3609 or at dvargas@iid.com. Thank you for the opportunity to comment on this matter.

Respectfully,



Donald Vargas
 Compliance Administrator II

Enrique B. Martinez – General Manager
 Mike Pacheco – Manager, Water Dept.
 Marilyn Del Bosque Gilbert – Manager, Energy Dept.
 Constance Bergmark – Mgr. of Planning & Eng./Chief Elect. Engineer, Energy Dept.
 Enrique De Leon – Asst. Mgr., Energy Dept., Distr., Planning, Eng. & Customer Service
 Jamie Asbury – Assoc. General Counsel
 Vance Taylor – Asst. General Counsel
 Michael P. Kemp – Superintendent, Regulatory & Environmental Compliance
 Laura Cervantes – Supervisor, Real Estate



CAL FIRE – RIVERSIDE UNIT RIVERSIDE COUNTY FIRE DEPARTMENT

Item 24.

BILL WEISER - FIRE CHIEF

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DISTRICT 3
- V. MANUEL PEREZ
DISTRICT 4
- JEFF HEWITT
DISTRICT 5

Planning Case Conditions

Date: 2/11/21
City Case Number: CUP 330 & 331
Project Name: Coachella Cana Club
Planner: Luis Lopez, Development Services Director
Reviewed By: Chris Cox, Assistant Fire Marshal
Fire Department Permit Number: FPCUP2100004
 East Office of the Fire Marshal Responsibility

With respect to the conditions of approval for the referenced project, the Fire Department requires the following fire protection measures be provided in accordance with Riverside County Ordinances and/or recognized fire protection standards:

1. Construction Permits Fire Department Review: Submittal of construction plans to the Office of the Fire Marshal for development, construction, installation and operational use permitting will be required. Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews these plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code, and related codes, which are in effect at the time of building plan submittal.
2. Fire Lane Marking: Approved signs or other approved notices or markings that include the words NO PARKING - FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. A fire access site plan shall be reviewed and approved by the Office of the Fire Marshal prior to building permit issuance. Ref. CFC 503.3
3. Fire protection systems including but not limited to private fire hydrants, fire sprinkler systems and fire alarm systems shall be maintained operational. Documentation showing the performance of the required inspection, testing and maintenance shall be provided to the fire code official upon request. A permit shall be obtained from the Office of the Fire Marshal prior to modifying a fire protection system. CFC 901.6

4. Addressing: All commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01

These conditions are preliminary and further review will occur upon receipt of construction plans. Additional requirements may be required based upon the adopted codes at the time of submittal.

Should you have any questions, or if some items are unclear, please phone our office at 760-863-8886 and speak with Assistant Fire Marshal Chris Cox to assist you with these conditions.