



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, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY
AND COACHELLA PARKS AND RECREATION FOUNDATION

May 08, 2024

5:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</p> <p>Or One tap mobile : 16699006833,,88457271898#,,,,*606140#</p> <p>Or Telephone: US: +1 669 900 6833</p> <p>Webinar ID: 884 5727 1898</p> <p>Passcode: 606140</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
 - **In Real Time:**
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
 - **In Writing:**
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. All written comments received will be forwarded to the City Council and entered into the record.
 - If you wish, 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.

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

ROLL CALL:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)(e)(1) One (1) Potential Case
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1) City of Coachella v. City of Indio, et al., Riverside County Superior Court, Case No. CVRI 2401130

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

3. Fibromyalgia Awareness Month
4. Lupus Awareness Month
5. Proclamation for Building Safety Month
6. Women Rising Inaugural Rebozo Festival Presentation
7. Zero Emission Rideshare Program by the The LEAP Institute
8. Building Division Updates
9. National Public Works Week
10. Community Preparedness and Resiliency Meeting Update

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.](#) Regular Meeting Minutes of April 24, 2024, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation
- [12.](#) Department Quarterly Reports
- [13.](#) Investment Report – February 29, 2024
- [14.](#) Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-2024 Expenditures as of May 8, 2024, \$1,596,829.86
- [15.](#) Authorization to file a Notice of Completion for Homesite Demolition of 50020 Kenmore Street and 50021 Balboa Street for the Avenue 50 Widening Project, City Project No. ST-93.
- [16.](#) Construction Contract with ATP General Engineering Contractors in the amount of \$1,816,225.00 plus 10% Contingency and Authorize Appropriation of \$1,231,705.50 from Fund 101 (General Fund) for the Construction of Buena Vista and Pueblos at Avaral & Navarra Pavement Rehabilitation Project, City Project No.ST-118
- [17.](#) Approve an Additional Segment for the Commercial Corridor Façade Improvement Grant Program Along Sixth Street Between Cesar Chavez Street and Grapefruit Boulevard to Beautify and Revitalize Additional Commercial Properties in the Pueblo Viejo Downtown District
- [18.](#) Adopt Resolution No. 2024-16 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation for the FY 2025-2026 Multimodal Project Discretionary Grant Opportunity Under the National Infrastructure Project Assistance Grants Program in the Amount of \$43,692,800
- [19.](#) Authorize the City of Coachella to Sponsor The Clown Family Entertainment’s Dia Del Niño Event in the Amount of \$1,000
- [20.](#) Authorize the City Manager to execute Professional Services Agreements with LSA for On-Call Professional Planning Consultant Services
- [21.](#) Authorize the City Manager to execute Professional Services Agreements with DeAztlan Consulting for On-Call Professional Consultant Services and Community Outreach Services of Existing Coachella Sphere of Influence.
- [22.](#) Authorize the City Manager to execute Professional Services Agreements with DTA for On-Call Professional Planning Consultant Services and task order for Fiscal Analysis of Existing Coachella Sphere of Influence.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

23. Encanto Project Change of Zone No. 24-01, Tentative Tract Map No 38429, Conditional Use Permit No. 376, Architectural Review No. 22-11, Environmental Assessment No. 22-04 a Proposal to Subdivide 19.2 acres into 111 Single Family lots with a Minimum lot Size of 4,500 Square Feet with Seven Single Family Residential Production Model Homes Located West of Van Buren Street, Between Avenue 51 and Avenue 52, APN 779-360-001; Applicant: Joseph Rivani, Global Investment and Development

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 at the
City Clerk's Office at 53-462 Enterprise Way, Coachella, California, and on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Fibromyalgia is a complex chronic illness which causes fatigue, cognitive problems, and debilitating pain in women, men, and children of all ages and races; and

WHEREAS, over 4 million people in the United States—2 to 4 percent of the population and millions of people worldwide—have been diagnosed with Fibromyalgia, a disease for which there is no known cure; and

WHEREAS, Fibromyalgia often takes an average of three to five years to receive a diagnosis; and

WHEREAS, existing public information, medical education, research, and resources to properly serve patient communities remain inadequately disseminated and are insufficient in addressing the needs of specific diverse populations and other underserved groups; and

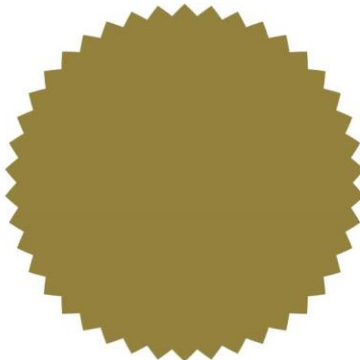
WHEREAS, Fibromyalgia is present in children and young adults which poses unique challenges for this population who not only struggle with the symptoms of this illness, but also from the lack of understanding and lack of social acceptance; and

WHEREAS, increased public awareness, education and research are the key to winning the battle against Fibromyalgia; and

NOW THEREFORE, I, Steven A. Hernandez, Mayor and Council of the City of Coachella, by the power vested in me, do hereby proclaim May 2024 as

Fibromyalgia Awareness Month

and urge all citizens of the City of Coachella to increase awareness and understanding of fibromyalgia in our community.



IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8th day of May 2024.

Steven A. Hernandez

Steven A. Hernandez, Mayor
City of Coachella, California

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Systemic Lupus Erythematosus, commonly known as lupus, is a chronic, complex, and often life-threatening autoimmune disease; that randomly attacks the body’s own tissues, vital organs and joints; and

WHEREAS, it is estimated that there are over 322,000 to 1.5 million people with lupus in the United States and there are an estimated 16,000 new cases each year. Lupus mostly strikes women of childbearing age. However, men, children and teenagers develop lupus, too; and

WHEREAS, increasing public awareness and focusing on public attention on lupus and its devastating impact on patients’ lives will provide hope for a better future for those affected; and

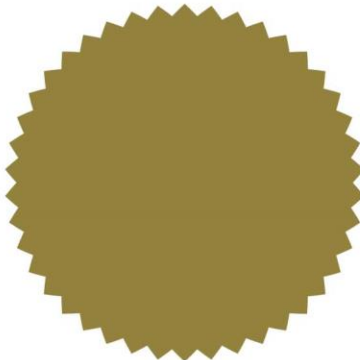
WHEREAS, Lupus is one of the most difficult diseases to diagnose because its symptoms come and go, mimic other diseases, and there is no single test that can definitively identify the illness, early diagnosis and proper treatments are critical to the improvement of the quality of life and survival rate of people with Lupus, there is no known cause or cure for lupus; and

WHEREAS, Looms for Lupus works to raise awareness of the signs and symptoms of lupus and to promote education, research, social support, and quality medical care for our citizens who live with, or care for someone who struggles with this disease; and

NOW THEREFORE, I, Steven A. Hernandez, Mayor and Council of the City of Coachella, by the power vested in me, do hereby recognize May 2024 as

Lupus Awareness Month

and urge all citizens of the City of Coachella to increase awareness and understanding of lupus in our community.



IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8th day of May 2024.

Steven A. Hernandez, Mayor
City of Coachella, California

CITY OF COACHELLA CALIFORNIA

Proclamation

WHEREAS, the City of Coachella is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities’ largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

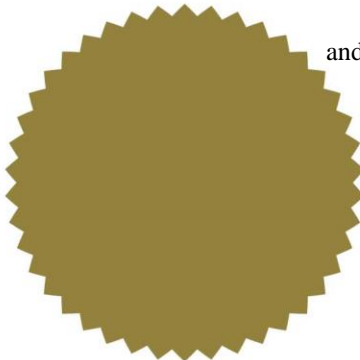
WHEREAS, “Mission Possible,” the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW THEREFORE, I, Steven A. Hernandez, Mayor and Council of the City of Coachella, by the power vested in me, do hereby declare the month of May 2024 as

Building Safety Month

and urge all citizens of the City of Coachella to join in the celebration.



IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8th day of May 2024.

Steven A. Hernandez, Mayor
City of Coachella, California

Women Rising: Inaugural Rebozo Festival

Mission

- To recognize and honor women in the community for their work and accomplishments
- To foster community and solidarity by sharing our stories
- To provide an opportunity to network

Open Ceremony

Danza Azteca Citlatonac



Speakers



Karina Andalon



Rosa Martha Zárate Macias



Patricia Cardenas Ylescas

Our Models



Mariachi Alma de Coachella



Impact

- Learned about the history of the rebozo
- Enjoyed the modeling of the rebozo
- Accomplishments of the women honored
- Gathering of women and community
- Invested in women

Economic Impact

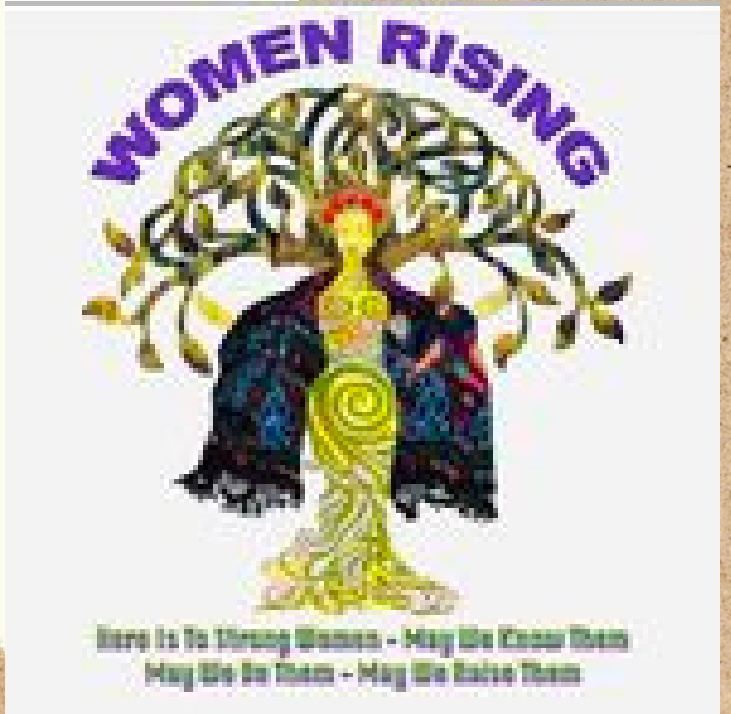
- California has the greatest number of women-owned business
- Women and Girls make up 50% of the population in California
- When women succeed, our economy thrives and our communities flourish
 - The Report on the Status of Women and Girls in California 2024 by Center for the Advancement of Women, Mount Saint Mary's University.



Thank You

for investing and
being part of

Women Rising



CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Coachella; and

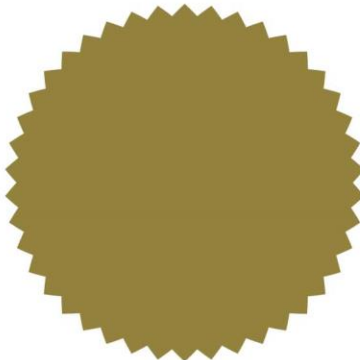
WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Coachella to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now; and

RESOLVED, I, Steven A. Hernandez, Mayor and Council of the City of Coachella, do hereby designate the week May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

National Public Works Week



IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8th day of May 2024.

Steven A. Hernandez

Steven A. Hernandez, Mayor
City of Coachella, California



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

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, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY
AND COACHELLA PARKS AND RECREATION FOUNDATION

April 24, 2024

5:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</p> <p>Or One tap mobile : 16699006833,,88457271898#,,,,*606140#</p> <p>Or Telephone: US: +1 669 900 6833</p> <p>Webinar ID: 884 5727 1898</p> <p>Passcode: 606140</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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CALL TO ORDER: - 5:00 P.M.

Mayor Pro Tem Virgen called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 5:03 p.m.

ROLL CALL:

Present: Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Pro Tem Virgen
City Clerk Zepeda, and City Treasurer Aviles via Zoom

Absent: Councilman Delgado and Mayor Hernandez

Mayor Pro Tem Virgen announced that Councilwoman Delgado and Mayor Hernandez are at Sacramento attending a Strategic Council Meeting.

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”

City Attorney Campos requested the addition of a closed session item, Conference with Real Property Negotiations, Real Property:52156 Tripoli Way, Coachella, Agency Negotiator: City Manager and City Attorney, Negotiating Parties: Rights Angels Inv., Inc., Under Negotiation: Price and Term. A unanimous vote is required to add the item.

Motion: To approve the addition of the Closed Session item

Made by: Councilmember Galarza

Seconded by: Mayor Pro Tem Virgen

Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Pro Tem Virgen

NOES: None

ABSTAIN: None

ABSENT: Councilmember Delgado and Mayor Hernandez

City Manager Martin requested moving item #28 to the front of New Business.

City Manager Martin and City Attorney Campos received an email from Councilmember Delgado requesting postponement of items #25, #28 and #29 to the next meeting.

Motion: To approve moving item 28 in between items 22 and 23 to start the New Business Calendar and to keep the rest of the agenda as is.

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Virgen
Approved: 2-1 vote

AYES: Mayor Pro Tem Virgen and Councilmember Galarza
NOES: Councilmember Dr. Figueroa
ABSTAIN: None
ABSENT: Mayor, Hernandez, Councilman Delgado

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) One (1) Potential Case

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

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

PLEDGE OF ALLEGIANCE:

City Clerk Zepeda lead the Pledge of Allegiance

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

2. F-33 Library Annex Project Update
3. Pavement Management Program Update
4. Harvey Milk Proclamation

Councilmember Galarza stepped away 6:36 pm - 6:38 pm.

WRITTEN COMMUNICATIONS:

Eight emails were received in reference to items #13 & #14 and were emailed to City Council and City Clerk on April 23 and 24, 2024:

Blanca & Felipe Ramirez emailed comment 4/24/2024 at
Lilly Castaneda emailed comment 4/24/2024 at 12:21 pm

Elizabeth Vargas emailed comment 4/23/2024 at 2:11 pm
Maria Lupe Torres-Hilario emailed comment 4/23/2024 at 2:15 pm
Eunice Gutierrez emailed comment 4/23/2024 at 2:04 pm
Claudia Hernandez emailed comment 4/24/2024 at 12:26 pm
Esmeralda D Torres emailed comment 4/24/2024 at 1:46 pm
Jessica Bautista emailed comment 4/24/2024 8:17 pm

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.)

5. Regular Meeting Minutes of April 10, 2024, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation
6. Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 Expenditures as of April 24, 2024, \$4,686,683.51
7. Department Quarterly Reports
8. Re-Authorize the purchase and installation of a dual language HD Swagit camera and streaming system for the City of Coachella Council Chamber for the amount of \$87,311.20
9. Award Amendment #1 with Allied Paving Co. in the Amount of \$92,735 Plus 15% Contingency for Pavement Rehabilitation in Lewis Homes, Which is a Portion of the Street Pavement Rehabilitation Phase 19 – City Project ST-118
10. Maintenance of Effort Certification Statements Fiscal Year 2024/2025, the Local Streets and Roads Revenue Projections, as Well as the Projected Five Year Measure A Capital Improvement Plans Budget for Measure A Funding
11. Adopt Resolution No. 2024-11 Adopting a List of Projects for Fiscal Year 2024-25, Funded by SB 1: Road Repair and Accountability Act
12. Authorize the City Manager to Execute a Professional Services Agreement with Corona Environmental Consulting, LLC for Testing and Evaluation of an Alternative Treatment Process for Removal of Chromium-6 from Groundwater and Water System Planning in an amount not to exceed \$200,000.00
13. Approve recommended adjustments to the Community Field Use Program.
14. Execution of the Twelfth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues.
15. Approve Amendment No. 2 to West Coast Arborists Increasing Compensation by \$50,000 for Installation of Trees at Bagdouma Park and Approve Allocation From Undesignated General Fund Reserves for These Services

- 16. Approve Amendment No. 2 to Vintage Landscape to Allow for Repair of Retention Basin at Rancho Las Flores Park, Increasing Compensation of Agreement by an Additional \$65,000 and Allocating this Amount From Undesignated General Fund Reserves
- 17. Approve Amendment No. 1 for \$45,000, to Vintage Landscape to Allow for Bagdouma Park Improvements Including: Rehabilitation of Irrigation Lines, Plant Replacement, and Retention Basin Repair due to Erosion; Approve Allocating \$45,000 From Undesignated General Fund Reserves
- 18. Authorize Award of a Professional Services Agreement With Southwest Protective Services, Inc. for Security Guard Services Project No. 081221, for \$300,000
- 19. Authorize the City Manager to Execute a Professional Services Agreement With Equitable Cities LLC for \$35,000 and Authorize Appropriation for Undesignated General Fund Reserves in the Amount of \$35,000
- 20. Authorize the City Manager to Approve a Contract for Services with Ecology Auto Parts Inc., in an Amount not to Exceed \$132,550.00 Including a 10% Contingency for the Removal of Biosolids at the Coachella Sanitary District Wastewater Reclamation Plant.
- 21. Authorize the Purchase of 124 Master Meters Ranging in Sizes between ¾ Inches to 10 Inches for an Amount not to Exceed \$73,431.00
- 22. Amendment #1 to the Professional Services Agreement with Deckard Technologies, Inc., of San Diego, California in the amount of \$5,000, and Authorize Appropriation of \$32,750 for Short Term Rental Monitoring, Compliance, Enforcement, and Tax Collection Services

Councilmember Dr. Figueroa requested pulling item #12 and commented on this item.

In-person speakers on the item #13 and #14: Alma Aceves, Raul Vargas, and Jorge Sanchez.

Motion: To approve the Consent Calendar as presented.

Made by: Councilmember Figueroa

Seconded by: Councilmember Galarza

Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Pro Tem Virgen

NOES: None

ABSTAIN: None

ABSENT: Councilmember Delgado and Mayor Hernandez

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- 23. Adopt Resolution No. 2024-13 Approving the City of Coachella to Join the Joint Powers Authority Executive Committee and Approving the Amendment to the Second Amended and Restated Joint Powers Agreement with the Visit Greater Palms Springs (VGPS)

Motion: To approve adoption of Resolution No. 2024-03

Made by: Councilmember Figueroa
Seconded by: Councilmember Galarza
Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Pro Tem Virgen
NOES: None
ABSTAIN: None
ABSENT: Councilmember Delgado and Mayor Hernandez

24. Adopt Resolution No. 2024-12, Approving Mid-Year Budget Adjustments for Fiscal Year 2023-24

Motion: To approve adoption of Resolution No. 2024-12 Approving Mid-Year Budget Adjustments for FY 23-24

Made by: Councilmember Figueroa
Seconded by: Councilmember Galarza
Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Pro Tem Virgen
NOES: None
ABSTAIN: None
ABSENT: Councilmember Delgado and Mayor Hernandez

Public Comments on non-agenized items.

Alicia Nuno, Judianne Simon, Annika Arrieta, Teresa Torres, students from Cal State San Bernardino (Cathelinne Rodriguez, Allison Tucatl, Aliyah Murrieta, and Carmen Estrada), David Catanzarite from Green Room Theatre.

25. Proposed Chelsea Investment Corporation Sixth Street Senior Apartments Architectural Style Options

Direction given; no action taken.

Councilmember Galarza stepped away 8:25 pm - 8:27 pm.

26. Recommend Re-Establishing Park User Fee Schedule

Motion: To charge non-residents fees and keep no-charge fees for Coachella residents

Made by: Councilmember Galarza
Seconded by: Councilmember Figueroa
Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Pro Tem Virgen
NOES: None
ABSTAIN: None

ABSENT: Councilmember Delgado and Mayor Hernandez

27. Approve Execution of Facility Use Agreement Between the City and Super Bailes LLC and Authorize Operation of a Beer Garden on Saturday, May 18, 2024 at Rancho Las Flores Park from 6pm-1am.

Motion: To approve staff recommendation

Made by: Councilmember Galarza

Seconded by: Councilmember Figueroa

Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Pro Tem Virgen

NOES: None

ABSTAIN: None

ABSENT: Councilmember Delgado and Mayor Hernandez

28. Adopt Resolution No. 2024-03 Authorizing the City Manager to Apply for, Accept, and Execute a Partnership Agreement Including All Grant Related Documents to the Environmental Protection Agency (EPA) for the Climate Justice Community Change Grant Program in the Amount Not-to-Exceed Twenty Million (\$20,000,000) Dollars for its “Coachella Prospera” Application

Motion: To approve adoption of Resolution No. 2024-03

Made by: Councilmember Figueroa

Seconded by: Mayor Pro Tem Virgen

Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Galarza, and Mayor Pro Tem Virgen

NOES: None

ABSTAIN: None

ABSENT: Councilmember Delgado and Mayor Hernandez

29. Adopt Resolution No. 2024-14 Modifying the City of Coachella Educational Reimbursement Program to Include Student Loans Debt Reimbursement

Direction to bring back this item with more information. No action taken.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

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.

With the time being after the 8:00 pm hour and per Resolution No.2019-34, Public Comments were moved up right after item #24 on page 6.

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, Pro Tem Virgen adjourned the meeting at 9:31 p.m.

Angela Zepeda
City Clerk



CITY OF COACHELLA

53-990 ENTERPRISE WAY

COACHELLA, CA 92236

***CODE ENFORCEMENT, ABANDONED VEHICLE
ABATEMENT, GRAFFITI, PARK RANGERS
& ANIMAL CONTROL***

QUARTERLY REPORT

***January 1, 2024 to
March 31, 2024***

Prepared By:

Jessica Navarro & Rene Rosales

Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 01/01/2024 To 03/31/2024	From To	From To

CE Totals

	Total	Closed Cases	Open Cases
Totals	133	59	74

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
	1	1	0
10.08.060 - Working on parked vehicles	4	1	3
10.20.010(18)Abandoned/Inoperable/Dismantled vehicle(s).	12	5	7
12.12.050 - Duty to maintain sidewalks.	0	0	0
12.16.030 - Permit required/CURB CUTS AND DRIVEWAYS	0	0	0
12.42.030 - Unlawful camping.	8	3	5
12.42.040 - Storage of personal property on public property.	5	3	2
12.50.100 Penalties. (B) Vending without a sidewalk vending permit	0	0	0
13.03.044 Wasting water prohibited.	4	0	4
13.03.208 - Access to water meter.	0	0	0
13.03.306 Expiration or Extension of Permit	0	0	0
15.04.020 (A) Concrete Flat Work, Shades & Storage Containers	4	1	3
15.44.010 Building Numbering/Required	2	1	1
15.60.010 Building Permit Required	18	5	13
15.60.050 - Substandard buildings and housing.	0	0	0
15.66.010 Seizmic Hazard Mitigation	0	0	0
17.16.020 - Permitted uses.	0	0	0
17.16.030(C)(5)-Property development standards. Walls/Fences	0	0	0
17.48.020 Display of merchandised out of doors.	0	0	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	12	8	4
17.54.010.(N)(3)	0	0	0
17.54.020 - Permitting of certain garage conversions to residential living space ("garage conversions").	1	0	1
17.56.010(J)(2)(B) - Signs	2	2	0
17.58.010 - Home occupations	0	0	0
17.60.010 (F)(4) Accessory structures	0	0	0
17.60.010 (G) - Trailers Outside Camps	0	0	0
17.60.010 - Property development standards. (Fence)	0	0	0

17.60.010 Property Development Standards 9D)(3)(a) Yards	0	0	0
17.60.010(3)(e) Development Standards	0	0	0
17.74.010 (D)(3) Conditional Uses	0	0	0
17.84 Medical Cannabis Dispensaries.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.030 - Prohibited activities.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.040 - Prohibited activities declared a public nuisance.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.050 Penalties for Violations	0	0	0
2.08.060 (A) - Political sign regulations.	0	0	0
2.08.060 (B) - Political sign regulations	0	0	0
2.08.060 (C) - Political sign regulations	0	0	0
2.08.060 (D) - Political sign regulations	0	0	0
2.08.060 (E) - Political sign regulations	0	0	0
3.10.010 (D) (16) Visibility Hazard	0	0	0
3.10.010 (D) (27) Public Burning	1	0	1
3.10.010 (D)(10) Termites, Insects, Vermin or Rodents.	0	0	0
3.10.010 (D)(12) Abandon or Vacated Building/Structure	2	1	1
3.10.010 (D)(13) Offensive Odors	0	0	0
3.10.010 (D)(15) Hazardous Substances and Waste	3	3	0
3.10.010 (D)(18)	0	0	0
3.10.010 (D)(19)	0	0	0
3.10.010 (D)(20) Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010 (D)(23)Public Nuisances/Safety Hazard	11	10	1
3.10.010 (D)(24) Disruptive Activities	11	4	7
3.10.010 (D)(25) Land Use Entitlements.	1	0	1
3.10.010 (D)(3) Weeds	1	0	1
3.10.010 (D)(31) Animal Manure	0	0	0
3.10.010 (D)(36) Signs	0	0	0
3.10.010 (D)(38) - Maintenance and abatement of nuisances.	3	0	3
3.10.010 (D)(4) - Trees and Shrubs	2	2	0
3.10.010 (D)(44)Public Nuisances/Rubbish, Refuse and Dirt	18	9	9
3.10.010 (D)(8) -Maintenance of Private Driveways	0	0	0
3.10.010(35) Water Disp[osal	1	0	1
3.10.010(D)(11)-Sewage.	0	0	0
3.10.010(D)(15)-Hazardous Substances and Waste.	1	0	1
3.10.010(D)(16)-Visibility Hazard.	0	0	0
3.10.010(D)(19)-Visual Blight	13	5	8
3.10.010(D)(20)-Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010(D)(21)-Public Toilets.	0	0	0
3.10.010(D)(22)-Privies.	0	0	0

3.10.010(D)(25)-Land Use Entitlements.	0	0	0
3.10.010(D)(27)-Public Burning.	1	0	1
3.10.010(D)(28)-Air Pollution.	0	0	0
3.10.010(D)(29) Mosquito Breeding Places.	0	0	0
3.10.010(D)(30)Discharge of Sewage	0	0	0
3.10.010(D)(31)-Animal Manure	0	0	0
3.10.010(D)(32)-Hauling of Offensive Substances	0	0	0
3.10.010(D)(33)-Clothes Lines.	0	0	0
3.10.010(D)(34)Stormwater Drainage	0	0	0
3.10.010(D)(35)-Water Disposal.	0	0	0
3.10.010(D)(36)-Signs.	1	1	0
3.10.010(D)(37)-Encroachment.	0	0	0
3.10.010(D)(38)-Municipal Code Violations.	2	1	1
3.10.010(D)(39)-California Civil Code.	0	0	0
3.10.010(D)(40)-California Red Light Abatement Act.	0	0	0
3.10.010(D)(41)-California Drug Abatement Act.	0	0	0
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	0	0	0
3.10.010(D)(6)Parking on Yard Off Driveway	3	1	2
3.10.010(D)(7) Occupied Vehicles	4	3	1
3.16.090 - Failure to comply with notice of violation.	20	11	9
5.80.100 - Operational requirements and performance standards established. (Short Term Rentals)	0	0	0
7.04.040 - Prohibited noise generally.	4	1	3
8.20.040(C)Dust Control requirements	0	0	0
8.44.010 - Collection by city or agent only.	0	0	0
8.44.070 Commercial Garbage Collection and Disposal	0	0	0
8.48.030 (B)Graffiti Prohibited	2	2	0
8.60 - REGISTRATION AND MAINTENANCE OF ABANDONED PROPERTIES	0	0	0
8.60.040 Registration of Abandoned Property	0	0	0
8.60.050 - Abandoned Property Maintenance requirements.	0	0	0
8.60.060 - Security requirements	1	1	0
8.64.050 - Vacant Property Maintenance Requirements	0	0	0
Abandoned/Inoperable/Dismantled vehicle(s)	0	0	0
Business License Required	2	0	2
Business Subject to Miscellaneous Tax Rates/Transportation, Trucking and Towing	0	0	0
CFC 10.206(a)-(b) Obstruction	0	0	0
CFC 10.206(b)-Hydrant,(c) Red curb-15' each side	0	0	0
CFC 10.207(1)-Fire Apparatus Access Roads,(a) Red c	0	0	0

CFC 10.207-Fire Apparatus Access Roads,(b) Obstruction	0	0	0
CFC 10.208(a)-Premises Identification,	0	0	0
CFC 10.301(a)-Fire Extinguishers,(a) Minimum 2A10BC	0	0	0
CFC 10.301(a)-Fire Extinguishers,(e) Commercial kitchen 40BC.	0	0	0
CFC 10.302(a)-Fire Extinguishers,(b) Servicing due	0	0	0
CFC 10.313(b)-Hood and Duct Systems,(b) Proper nozzle position, caps, coverage	1	0	1
CFC 10.313(c)-Hood and Duct Systems,(c) Automatic gas/electric shut off	0	0	0
CFC 10.313(e)	0	0	0
CFC 10.313(e)-Hood and Duct Systems,(d) Fuseable links, cables, conduits	0	0	0
CFC 10.401	0	0	0
CFC 10.401-Walls and Ceilings,(a) Holes sealed	1	0	1
CFC 10.402(a)-Exits,(e) Maintain fire rated doors, windows, dampers, and hardware	0	0	0
CFC 11.201(b)-General Housekeeping,(a) Rubbish/trash buildup	0	0	0
CFC 11.203(b)-General Housekeeping,(d) Storage not within 24" of ceiling	0	0	0
CFC 11.203(c)-General Housekeeping,(g) Storage in boiler, mech., elect. panel rooms prohibited	0	0	0
CFC 11.205(a)-General Housekeeping,(h) Candles used in approved manner	0	0	0
CFC 12.103(a)-Exits,(d) Exit obstruction	0	0	0
CFC 12.106(c)-General Housekeeping,(e) Storage under stairs prohibited	0	0	0
CFC 12.203(a)-Occupant Limit/Sign,(a) Occupant load sign(s) posted	0	0	0
CFC 12.207-General Housekeeping,Storage in attic space prohibited	0	0	0
CFC 13.103-Occupant Limit/Sign,(b) Required NO SMOKING signs	0	0	0
CFC 74.107(a)	0	0	0
CFC 79-201(e)-Flammable Liquids -(a) Approved safety cans under 10 gal.	0	0	0
CFC 79.107-Flammable Liquids,(c) Legible labeling	0	0	0
CFC 79.201(e)-Flammable Liquids,(b) Approved cabinet exceeding 10 gal.	0	0	0
CFC 85.104 (c)-Electrical,(c) Abatement of electrical hazards	3	1	2
CFC 85.104 (f)-Electrical,(f) Cover open space in circuit breaker panel	1	1	0
CFC 85.106-Electrical,(d) Exten. cords not allowed as permanent wiring	1	0	1
CFC 85.107-Electrical,(a) Zip cords/cube adapters not allowed	0	0	0
CFC 85.108-Electrical,(b) Min. 30" clear access to circuit breaker	0	0	0
CFC Stand. No. 10-1-6.9-Fire Extinguishers,(c) Mounted 3-5 feet from floor	1	0	1
CFC Standard No. 10-1-6.5-Fire Extinguishers,(d) Obstruction	0	0	0
Display of merchandise out of Door	0	0	0
Garbage Containers	22	8	14
Illegal Dumping	1	1	0
Illegal, Nonconform. Building or Structure(s)	8	2	6
Manner of Parking /Parallel Parking	0	0	0
Manner of Parking/Angle Parking	0	0	0

Manner of Parking/Commercial Vehicles Prohibited from Parking on Private Property and Public Rights-of-Ways	0	0	0
NEC 380-9 Electrical, (e) Outlet faceplates/covers in place	2	1	1
NFPA 13-4-2.5.1 Automatic Fire Sprinklers Systems,(c) 18" clearance below heads	0	0	0
Parking on yard/off driveway	7	2	5
Parking Requirements/General Provisions	0	0	0
Parking Requirements/Surface of Parking Area	0	0	0
Permit for Outdoor Advertising Signs	1	1	0
Prkg. Lot Striping/Handicap Markings	1	0	1
Prohibited Stopping, Standing or Parking/On a Crosswalk	0	0	0
Prohibited Stopping, Standing or Parking/Within an Intersection	0	0	0
Property Development Standards/Maintenance	0	0	0
Public Nuisances / Animals	6	6	0
Public Nuisances / Attractive Nuisances	12	6	6
Public Nuisances / Fire Hazard	2	0	2
Public Nuisances / Landscaping	14	4	10
Public Nuisances / Trees and Shrubs	5	4	1
Service Stations/Intent and Purpose	0	0	0
Service Stations/Landscaping	1	0	1
Service Stations/Parking	0	0	0
Set up Temporary Sales Location	0	0	0
Signs-All signs and sign programs shall be subject to review and approval	1	1	0
Special Event/Sales Permit Required	0	0	0
Special Event/Sales Signs	0	0	0
Stopping, Standing and Parking/Public or Private Driveway	0	0	0
Stopping, Standing or Parking/Sidewalk	4	2	2
Termites, Insects, Vermin or Rodents	0	0	0
Termites, Insects, Vermin or Rodents	0	0	0
Title 19, Subchapter 5-Hood and Duct Systems,(a)Serviced within 6 months	0	0	0
Trimming palm trees--Required	2	0	2
UBC 3304(c)-"This Door To Remain Unlocked During Business Hours"	0	0	0
UBC 3313(b)-(f) Emergency lighting operable	1	0	1
UBC 3314(c)-(b) Illuminated EXIT sign operable	1	0	1
UBC 3315(b)-(c) 44' clear access aisle width to exits	0	0	0
UMC 504(a)-General Housekeeping,(c) 36" clearance around water heater	0	0	0
Weed Abatement	5	1	4
Totals	285	126	159

Abandoned Vehicles AVA Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 01/01/2024 To 03/31/2024	From To	From To

AVA Totals

	Total	Closed Cases	Open Cases
Totals	36	35	1

AVA Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
Abandoned Vehicle	38	37	1
Totals	38	37	1

Commercial Center Updates

Smart & Final	Compliance
Plaza del Sol	On-going
Auto Zone	Compliance
Walmart	On-going
Family Dollar	On-going
Verde Valle Plaza	On-going
El Valle Auto	On-going
AM/PM	On-going
Food 4 Less	On-going
KFC	On-going
Family Furniture	On-going
Victory Liquor/Dollar Tree	On-going
CVS Pharmacy	On-going
Center for Employment Training	On-going
Valley Market	On-going
Formerly "Fresh n Easy"	On-going

Graffiti Abatement Summary Report

July 1, 2023 to September 30, 2023

Paint Gallons Used	126
Paint Gallons Purchased	101
Graffiti Cover ups	567
Pressure washing Sq. Ft.	3,050 sq ft
Mural Sealant	1



Park Ranger Summary Report January, 2024 to March 31, 2024

	Unsheltered Contacts:	Park Vandalism:	Street Sweeper cites:	Park League Issues:	Misc. Issues:
Jan	105	2	629	8	0
Feb	98	0	738	5	0
March	85	3	874	4	0



Riverside County Animal Control: No report received



STAFF REPORT
5/8/2024

TO: Honorable Mayor and City Council Members

FROM: Ruben Ramirez, Controller

SUBJECT: Investment Report – February 29, 2024

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for February 29th 2024.

EXECUTIVE SUMMARY:

On June 28, 2023, 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 that 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 money 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 agents in 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 of investments that provides information on investment activity, withdrawals and deposits, interest earned, payment of interest, and payment of principal as of the months ended February 29, 2024. 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 money to meet their expenditure requirements for the next six months.

FISCAL IMPACT:

None; this report is received and filed only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of February 29, 2024
 Fiscal Year 2023-2024

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 1/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 2/29/2024
CASH ON HAND							
Wells Fargo-General Checking	N/A	6,488,797.94	(976,741.06)	-	-	-	5,512,056.88
Sweep Account	4.966%	10,348,327.03	(206,688.37)				10,141,638.66
Wells Fargo-Road Maintenance	N/A	576,248.59	104,054.76		-	-	680,303.35
Wells Fargo-Gas Tax	N/A	594,877.82	91,424.24	-	-	-	686,302.06
Wells Fargo- Payroll Acct	N/A	(10,386.48)	(67,779.89)				(78,166.37)
Petty Cash	N/A	6,000.00	1,000.00	-	-	-	7,000.00
Total Cash on Hand		18,003,864.90	(1,054,730.32)	-	-	-	16,949,134.58
INVESTMENTS							
State of California - LAIF	2.17%	18,712,054.45		-	-	-	18,712,054.45
Investment Management Acct	1.47%	34,576,397.34		(173,236.37)	-	-	34,403,160.97
Total Investments		53,288,451.79	-	(173,236.37)	-	-	53,115,215.42
CASH WITH FISCAL AGENT							
US Bank	varies	4,202,350.39	752,656.71	126.94	-	-	4,955,134.04 ①
Wells Fargo Bank, N.A.	5.83%	118.97	-	0.50	-	-	119.47 ②
Wilmington Trust, N. A.	0.03%	1,360,855.21	(197,100.00)	4,574.73	-	-	1,168,329.94 ③
Total Cash with Fiscal Agent		5,563,324.57	555,556.71	4,702.17	-	-	6,123,583.45
Grand Total		76,855,641.26	(499,173.61)	(168,534.20)	-	-	76,187,933.45

Completed By: Lourdes Marrón-Accountant
 Reviewed By: Ruben Ramirez- Controller

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of February 29, 2024
 Fiscal Year 2023-2024

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 1/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 2/29/2024
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CASH WITH FISCAL AGENT

US BANK

COACHELLA FINANCING AUTHORITY

Successor Agency to the Coachella Redevelopments Agency 2014 Series

A/C #: 6712104701 Debt Service Fund	0.00%	175.07	(175.07)	0.78	-	-	0.78
A/C #: 6712104702 Interest Account	0.00%	(0.00)	132,306.25	-	-	-	132,306.25
A/C #: 6712104703 Principal Account	0.00%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50

COACHELLA SANITARY DISTRICT

WASTEWATER SERIES 2015A

A/C #: 6712148601 Bond Fund	0.00%	66.60	251,020.61	0.30	-	-	251,087.51
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00

COACHELLA SANITARY DISTRICT: PROJECT FUND 2011

A/C #: 6711963500 Project Fund 2011	0.0100%	26,939.01	-	119.40	-	-	27,058.41
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CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of February 29, 2024
 Fiscal Year 2023-2024

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 1/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 2/29/2024
COACHELLA SUCCESSOR AGENCY							
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013							
A/C #: 6712071401 Interest Account	0.00%	107.58	(107.58)	0.48	-	-	0.48
A/C #: 6712071402 Interest Account	0.00%	0.00	36,231.25	-	-	-	36,231.25
A/C #: 6712071403 Principal Account	0.00%	0.00	-	-	-	-	0.00
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B							
A/C #: 6712160601 Debt Service	0.00%	639.05	-	2.83	-	-	641.88
A/C #: 6712160602 Interest Account	0.00%	0.00	333,381.25	-	-	-	333,381.25
A/C #: 6712160603 Principal Account	0.00%	0.00	-	-	-	-	0.00
A/C #: 6712160604 Reserve Account	0.00%	2,017,074.78	-	-	-	-	2,017,074.78
COACHELLA LEASE BONDS 2016							
A/C #: 6712179801 Payment Account	0.0000%	742.04	-	3.15	-	-	745.19
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26
TOTAL US BANK OF CALIFORNIA		4,202,350.39	752,656.71	126.94	-	-	4,955,134.04 ①

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of February 29, 2024
 Fiscal Year 2023-2024

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 1/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 2/29/2024
WELLS FARGO BANK, N.A.							
<u>GAS TAX BONDS SERIES 2019</u>							
A/C #: 83925300 Debt Service Fund	0.0000%	89.51	-	0.37	-	-	89.88
A/C #: 83925301 Interest Account	0.0000%	10.85	-	0.05	-	-	10.90
A/C #: 83925302 Principal Account	0.0000%	18.61	-	0.08	-	-	18.69
TOTAL WELLS FARGO BANK, N.A.		118.97	-	0.50	-	-	119.47
WILMINGTON TRUST, N. A.							
<u>CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS</u>							
A/C #: 144613-000 Revenue Account	0.03%	368.76	-	3.44	-	-	372.20
A/C #: 144613-001 Interest Account	0.03%	127.33	-	0.57	-	-	127.90
A/C #: 144613-002 Principal Account	0.00%	423.38	-	1.74	-	-	425.12
<u>CITY OF COACHELLA 2022A BOND FUND</u>							
A/C #: 154278-000 Bond Fund	1.76%	148.27	4,901.22	19.11	-	-	5,068.60
A/C #: 154278-001 Interest Account	0.00%	92,412.60	-	-	(92,412.60)	-	-
A/C #: 154278-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 154278-004 Project FD Account	1.76%	1,163,006.99	(4,888.62)	4,553.17	-	-	1,162,671.54
<u>CITY OF COACHELLA 2022B BOND FUND</u>							
A/C #: 155657-000 Bond Fund	1.76%	22.36	14.28	0.14	-	-	36.78
A/C #: 155657-001 Interest Account	0.00%	104,714.28	-	-	(104,714.28)	-	-
A/C #: 155657-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-
TOTAL WILMINGTON TRUST BANK, N.A.		1,360,855.21	26.88	4,574.73	(197,126.88)	-	1,168,329.94
TOTAL CASH WITH FISCAL AGENT		5,563,324.57	752,683.59	4,702.17	(197,126.88)	-	6,123,583.45

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Managed Account Detail of Securities Held

For the Month Ending **February 29, 2024**

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 01/15/2022 1.125% 01/15/2025		91282CDS7	220,000.00	AA+	Aaa	02/17/22	02/18/22	216,502.34	1.69	312.77	218,946.09	212,575.00
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	107.14	131,398.15	126,221.88
US TREASURY NOTES DTD 03/31/2020 0.500% 03/31/2025		912828ZF0	1,330,000.00	AA+	Aaa	07/05/22	07/07/22	1,248,953.13	2.83	2,779.92	1,297,922.33	1,267,448.50
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	3.77	552,713.45	518,664.82
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.89	10.19	1,443,731.88	1,401,796.80
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025		91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	480.74	456,986.54	428,518.75
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	293.27	342,438.10	325,007.83
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	343.54	406,442.53	380,723.46
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025		91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	197.95	207,706.72	194,807.80
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	119.40	188,254.25	175,750.00
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	219.95	349,212.25	323,750.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	49.45	152,569.81	147,524.99
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026		9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	551.68	265,435.52	245,596.88
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	83.45	267,823.07	248,948.42

Managed Account Detail of Securities Held

For the Month Ending **February 29, 2024**

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 01/31/2021 0.375% 01/31/2026		91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	146.81	471,165.75	437,964.82
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	407.97	1,284,355.66	1,217,081.19
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026		91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	4.21	308,265.55	285,781.25
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026		91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	8.56	621,982.67	580,781.25
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026		91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	546.72	289,714.15	266,573.45
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026		91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	612.71	309,663.41	298,746.11
US TREASURY NOTES DTD 09/30/2021 0.875% 09/30/2026		91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	1,097.34	286,302.97	273,937.50
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027		912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	273.52	290,103.07	277,300.00
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027		912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	857.66	889,134.89	869,500.00
US TREASURY NOTES DTD 04/30/2020 0.500% 04/30/2027		912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	1,860.16	1,031,215.84	983,217.13
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027		9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	973.56	1,011,867.33	978,796.88
US TREASURY NOTES DTD 09/30/2022 4.125% 09/30/2027		91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	8,621.93	497,619.24	495,937.50
US TREASURY NOTES DTD 10/31/2022 4.125% 10/31/2027		91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	4,700.69	343,540.81	337,237.50
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027		91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	2,027.75	1,073,312.30	1,053,267.25

Managed Account Detail of Securities Held

For the Month Ending **February 29, 2024**

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 01/31/2021 0.750% 01/31/2028	91282CBJ9	1,130,000.00	AA+	Aaa	02/07/23	02/08/23	973,962.89	3.82	698.49	1,007,178.71	985,395.26
US TREASURY NOTES DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	7,425.31	489,586.62	477,137.50
US TREASURY NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	3,004.61	526,714.03	509,414.06
US TREASURY NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	4,926.92	418,373.76	407,006.25
US TREASURY NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	5,396.16	460,709.29	445,768.75
US TREASURY NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	530,000.00	AA+	Aaa	06/01/23	06/02/23	527,888.28	3.71	4,829.37	528,204.17	515,921.88
US TREASURY NOTES DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	55,000.00	AA+	Aaa	07/06/23	07/10/23	54,093.36	4.37	368.68	54,210.62	54,338.28
Security Type Sub-Total		19,130,000.00					18,104,581.83	2.61	54,342.35	18,474,801.53	17,748,438.94

Municipal Bond / Note											
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	376.67	200,000.00	194,026.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	224.99	135,000.00	130,758.30
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	83.87	40,078.74	38,013.20
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	230.63	110,000.00	104,536.30
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	51.53	80,000.00	75,357.60
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	69.80	40,000.00	37,396.00

Managed Account Detail of Securities Held

For the Month Ending **February 29, 2024**

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											
Security Type Sub-Total		605,000.00					605,282.80	0.78	1,037.49	605,078.74	580,087.40
Federal Agency Commercial Mortgage-Backed Security											
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	10,004.95	AA+	Aaa	12/13/19	12/18/19	10,491.13	2.14	27.90	10,004.95	10,004.95
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	108,058.78	AA+	Aaa	03/19/20	03/25/20	113,411.06	1.95	275.73	108,918.52	106,089.25
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	238,740.99	AA+	Aaa	05/19/23	05/24/23	231,392.24	4.31	665.89	233,040.89	230,020.34
FHMS K064 A2 DTD 05/15/2017 3.224% 03/01/2027	3137BXQY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.98	967.20	342,681.23	344,675.75
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.97	554.01	195,021.50	196,048.18
FHLMC MULTIFAMILY STRUCTURED P DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	5.01	831.20	302,139.05	304,456.26
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	320,651.57	AA+	Aaa	09/20/23	09/28/23	315,619.59	5.19	1,282.61	316,045.39	318,717.83
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	169,321.79	AA+	Aaa	09/07/23	09/14/23	166,789.59	5.01	656.12	167,017.65	168,168.59
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	273,976.21	AA+	Aaa	07/19/23	07/27/23	273,969.34	4.78	1,090.65	273,970.19	271,719.31
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	327,835.32	325,158.89
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BODE6	345,000.00	AA+	Aaa	07/18/23	07/31/23	339,151.17	4.58	1,204.63	339,847.69	337,274.23
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	188,854.50	AA+	Aaa	09/19/23	09/28/23	188,853.55	5.27	829.70	188,853.63	190,588.87

Managed Account Detail of Securities Held

For the Month Ending **February 29, 2024**

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
Federal Agency Commercial Mortgage-Backed Security											
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	335,397.59	338,031.10
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	345,000.00	AA+	Aaa	10/11/23	10/19/23	337,432.08	5.26	1,362.75	337,949.46	344,252.70
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	260,000.00	AA+	Aaa	10/25/23	10/31/23	251,710.42	5.60	1,050.83	252,216.78	260,672.09
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,303.29	335,119.21
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	135,000.00	AA+	Aaa	11/14/23	11/21/23	134,609.72	5.14	570.26	134,629.50	136,511.41
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	190,000.00	AA+	Aaa	11/28/23	12/07/23	189,454.13	4.93	769.50	189,477.75	190,484.69
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	175,000.00	AA+	Aaa	12/11/23	12/21/23	176,634.15	4.78	729.17	176,575.29	176,468.37
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	195,000.00	AA+	Aaa	01/10/24	01/18/24	196,947.86	4.50	767.65	196,904.46	194,530.05
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	195,000.00	AA+	Aaa	02/01/24	02/08/24	196,949.81	4.34	742.95	196,926.75	193,262.84
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	340,000.00	AA+	Aaa	02/14/24	02/22/24	349,159.60	4.78	1,530.00	349,121.05	349,294.59
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	340,000.00	AA+	Aaa	02/29/24	03/07/24	350,198.98	4.78	310.36	350,198.98	350,200.00
Security Type Sub-Total		5,714,608.79					5,649,102.47	4.84	20,181.76	5,656,076.91	5,671,749.50
Federal Agency Bond / Note											
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	380.56	199,777.56	190,432.20
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	582.29	259,877.55	247,677.82

Managed Account Detail of Securities Held

For the Month Ending **February 29, 2024**

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
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	806.25	360,431.32	342,938.52
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	387.50	199,850.17	189,914.60
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	179.86	175,052.71	165,464.43
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	231.25	225,290.87	212,739.97
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	313.47	304,836.28	288,380.86
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	77.08	184,743.91	174,067.06
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	12.19	194,728.82	182,746.98
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	26.25	419,303.43	393,608.88
FREDDIE MAC NOTES (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	337.50	999,800.73	985,638.00
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	469.06	284,731.45	266,308.28
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	292.92	184,775.96	172,407.79
Security Type Sub-Total		3,995,000.00					3,989,314.50	1.45	4,096.18	3,993,200.76	3,812,325.39
Corporate Note											
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	235,000.00	AA	Aa2	07/10/19	07/12/19	242,334.35	2.19	986.02	235,404.96	232,750.11

Managed Account Detail of Securities Held

For the Month Ending **February 29, 2024**

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
Corporate Note												
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025		594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	270.75	192,476.05	185,843.18
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	54.00	60,118.67	58,044.66
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	81.00	90,178.00	87,066.99
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025		66989HAP3	295,000.00	AA-	Aa3	05/06/20	05/08/20	305,504.95	0.98	243.78	296,957.41	285,800.13
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025		023135CE4	245,000.00	AA	A1	04/11/22	04/13/22	244,610.45	3.06	2,817.50	244,854.99	239,165.08
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	163.50	50,000.00	49,561.30
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	179.85	55,008.13	54,517.43
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025		38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	1,392.19	138,863.10	132,308.10
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025		46647PCH7	115,000.00	A-	A1	05/24/21	06/01/21	115,000.00	0.82	236.90	115,000.00	113,496.61
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 08/10/2021 0.768% 08/09/2025		46647PCM6	50,000.00	A-	A1	08/03/21	08/10/21	50,000.00	0.77	23.47	50,000.00	48,878.60
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025		110122DN5	72,000.00	A	A2	06/17/21	06/21/21	71,282.88	0.98	162.00	71,722.26	66,997.01

Managed Account Detail of Securities Held

For the Month Ending **February 29, 2024**

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
Corporate Note												
BANK OF AMERICA CORP NOTES (CALLABLE)	06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	3,081.32	220,000.00	214,850.46	
DTD 03/22/2022 3.384% 04/02/2026												
BANK OF AMERICA NA CORPORATE NOTES	06428CAA2	175,000.00	A+	Aa1	10/23/23	10/24/23	173,526.50	5.85	349.21	173,711.22	176,421.35	
DTD 08/18/2023 5.526% 08/18/2026												
TARGET CORP CORP NOTES (CALLABLE)	87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	62.29	24,975.44	23,122.70	
DTD 01/24/2022 1.950% 01/15/2027												
TARGET CORP CORP NOTES (CALLABLE)	87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	311.46	124,955.77	115,613.50	
DTD 01/24/2022 1.950% 01/15/2027												
BANK OF NY MELLON CORP (CALLABLE) CORPOR	06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	398.61	200,369.95	184,102.80	
DTD 01/26/2022 2.050% 01/26/2027												
BANK OF NY MELLON CORP (CALLABLE) CORPOR	06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.67	597.92	287,131.81	276,154.20	
DTD 01/26/2022 2.050% 01/26/2027												
ADOBE INC (CALLABLE) CORP NOTE	00724PAC3	360,000.00	A+	A2	12/13/22	12/15/22	332,316.00	4.20	645.00	340,424.90	335,803.68	
DTD 02/03/2020 2.150% 02/01/2027												
JPMORGAN CHASE CORP NOTES (CALLABLE)	46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	1,470.17	243,462.82	240,665.88	
DTD 04/22/2021 1.578% 04/22/2027												
HOME DEPOT INC CORP NOTES (CALLABLE)	437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	4,546.11	334,915.08	327,721.10	
DTD 09/14/2017 2.800% 09/14/2027												
JPMORGAN CHASE CORP NOTES (CALLABLE)	46647PCW4	125,000.00	A-	A1	09/14/23	09/18/23	114,296.25	5.13	71.63	115,386.45	117,128.88	
DTD 02/24/2022 2.947% 02/24/2028												
JOHN DEERE CAPITAL CORP CORPORATE NOTES	24422EXB0	115,000.00	A	A1	07/11/23	07/14/23	114,828.65	4.98	743.19	114,850.31	115,607.20	
DTD 07/14/2023 4.950% 07/14/2028												
JOHN DEERE CAPITAL CORP CORPORATE NOTES	24422EXB0	135,000.00	A	A1	07/13/23	07/17/23	136,833.30	4.64	872.44	136,604.14	135,712.80	
DTD 07/14/2023 4.950% 07/14/2028												

Managed Account Detail of Securities Held

For the Month Ending **February 29, 2024**

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
Corporate Note												
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	2,727.08	109,824.63	111,683.88
CITIBANK NA CORP NOTES (CALLABLE)	DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	9,800.62	400,000.00	410,284.80
Security Type Sub-Total			4,492,000.00					4,436,806.73	3.28	32,288.01	4,427,196.09	4,339,302.43
Certificate of Deposit												
TORONTO DOMINION BANK NY CERT DEPOS	DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	325,000.00	A	A1	10/27/22	10/31/22	325,000.00	5.44	6,320.89	325,000.00	324,599.60
COOPERAT RABOBANK UA/NY CERT DEPOS	DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	2,017.89	325,000.00	324,241.13
Security Type Sub-Total			650,000.00					650,000.00	5.26	8,338.78	650,000.00	648,840.73
Asset-Backed Security												
HAROT 2021-1 A3	DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	5,392.09	NR	Aaa	02/17/21	02/24/21	5,391.99	0.27	0.40	5,392.06	5,352.50
HART 2021-A A3	DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	9,008.67	AAA	NR	04/20/21	04/28/21	9,007.72	0.38	1.52	9,008.34	8,915.25
CARMX 2021-1 A3	DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	6,146.95	AAA	NR	01/20/21	01/27/21	6,145.74	0.34	0.93	6,146.51	6,054.20
TAOT 2021-C A3	DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	34,383.62	AAA	Aaa	09/21/21	09/27/21	34,380.88	0.43	6.57	34,382.43	33,583.60
CARMX 2021-2 A3	DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	20,794.97	AAA	NR	04/13/21	04/21/21	20,790.49	0.52	4.81	20,793.15	20,410.15
HART 2021-C A3	DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	20,422.80	AAA	NR	11/09/21	11/17/21	20,418.24	0.75	6.72	20,420.56	19,927.41

Managed Account Detail of Securities Held

For the Month Ending **February 29, 2024**

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											
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	14.18	54,993.97	53,571.91
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	305,000.00	AAA	NR	01/24/24	01/31/24	304,953.55	4.61	623.56	304,954.78	302,724.27
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	215,000.00	AAA	NR	08/15/23	08/22/23	214,955.67	5.42	420.03	214,960.86	215,926.39
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	65,000.00	AAA	NR	08/08/23	08/15/23	64,985.30	5.17	149.07	64,987.01	65,015.35
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	65,000.00	AAA	NR	11/07/23	11/14/23	64,992.99	5.54	160.04	64,993.37	65,652.54
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	235,000.00	AAA	Aaa	08/15/23	08/23/23	234,985.43	5.53	577.58	234,986.96	235,387.44
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	270,000.00	AAA	NR	09/07/23	09/15/23	269,925.16	5.17	619.20	269,931.26	271,181.79
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	275,000.00	AAA	NR	09/12/23	09/19/23	274,987.71	5.23	639.22	274,988.69	276,883.81
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	95,000.00	AAA	NR	11/03/23	11/13/23	94,987.51	5.54	233.91	94,988.17	95,899.76
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	120,000.00	NR	Aaa	12/07/23	12/14/23	119,983.88	4.98	265.60	119,984.50	120,319.20
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	35,000.00	NR	Aaa	01/09/24	01/17/24	34,992.96	4.85	70.73	34,993.11	34,874.21
Security Type Sub-Total		1,831,149.10					1,830,873.44	4.80	3,794.07	1,830,905.73	1,831,679.78
Managed Account Sub-Total		36,417,757.89					35,265,961.77	3.06	124,078.64	35,637,259.76	34,632,424.17

Managed Account Detail of Securities Held

For the Month Ending **February 29, 2024**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)						
Securities Sub-Total	\$36,417,757.89	\$35,265,961.77	3.06%	\$124,078.64	\$35,637,259.76	\$34,632,424.17
Accrued Interest						\$124,078.64
Total Investments						\$34,756,502.81

Bolded items are forward settling trades.

apChkLst
04/17/2024 11:37:02AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
119329	4/17/2024	55787	GONZALEZ, ANTONIO IBARRA	4/20 Event	4/17/2024	4/20 KEY TO THE CITY PERF	2,400.00	2,400.00
119330	4/17/2024	55352	PYRRHUS LLC	102-0420-2024	4/17/2024	4/20 KEY TO THE CITY CATEF	11,000.00	11,000.00
Sub total for WELLS FARGO BANK:							13,400.00	

2 checks in this report.

Grand Total All Checks: 13,400.00

Date: April 17, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1961	4/24/2024	54859	AMAZON CAPITAL SERVICES, 1Y9C-CVX7-JK6	4/12/2024	EXERZ PAPER SORTER 3 DR	106.75		
			1D7W-KRX3-Y6	4/15/2024	IPAD PRO 12.9 CASE W/ KEYI	75.98		
			1VRW-XFNJ-7D	4/11/2024	ANNECY 8.5X14 PICTURE FR	74.44	257.17	
1962	4/24/2024	49989	ANDREAS LLC	87277	4/1/2024	ADMINISTRATIVE CITATIONS	1,497.91	
				87302	4/9/2024	PROPERTY RECEIPTS W/ RE	568.86	2,066.77
1963	4/24/2024	53291	ANGENIOUS ENGINEERING	19-07A-041	3/31/2024	PE3/31 AVE 50 BRIDGE	65,217.75	
				19-07B-037	3/31/2024	PE3/31 SR-86/AVE 50 INTERC	1,273.40	66,491.15
1964	4/24/2024	42837	ARAMARK UNIFORM & CARE	MAR2024	3/31/2024	PE3/31 UNIFORMS, MATS & T	3,272.00	
				MAR2024 SAN	3/31/2024	PE3/31 UNIFORMS, MATS & C	1,230.92	
				MAR2024 CC	3/31/2024	PE3/31 MATS & MOPS	753.84	
				MAR2024 GRFT	3/31/2024	PE3/31 UNIFORMS	46.00	5,302.76
1965	4/24/2024	45929	BECK OIL, INC.	107310	3/31/2024	PE3/31 SANITARY DEPT FUEL	1,497.15	
				107270	3/31/2024	PE3/31 STREETS DEPT FUEL	1,215.94	
				107272	3/31/2024	PE3/31 WATER DEPT FUEL	1,104.41	
				107300	3/31/2024	PE3/31 CODE ENF DEPT FUE	630.40	
				107275	3/31/2024	PE3/31 PARKS DEPT FUEL	554.13	
				107291	3/31/2024	PE3/31 SENIOR CNTR FUEL	543.81	
				107290	3/31/2024	PE3/31 VEHICLE MAINT DEPT	457.79	
				107264	3/31/2024	PE3/31 ENG DEPT FUEL	176.72	
				107315	3/31/2024	PE3/31 ADMIN DEPT FUEL	97.02	
				107314	3/31/2024	PE3/31 BLDG MAINT DEPT FL	95.72	
				107266	3/31/2024	PE3/31 LLMDEPT FUEL	87.74	6,460.83
1966	4/24/2024	53627	CANNON DESIGN, INC.	243170	4/15/2024	PE3/31 FIRE STATION REHAB	4,000.00	4,000.00
1967	4/24/2024	43672	DESERT VALLEY SERVICES	632302	3/26/2024	TOILET TISSUE, TOWEL MUL	1,617.24	
				632952	4/2/2024	COG DISINFECTANT NEUTRA/	414.27	2,031.51
1968	4/24/2024	44713	FARMER BROTHERS CO.	95675330	4/2/2024	COFFEE, CREAMER, SLEEVE	777.98	
				95675405	4/15/2024	CREAMER & COFFEE	164.55	942.53
1969	4/24/2024	00207	GRAINGER INC	9066622425	3/26/2024	ELECTRIC AIR COMPRESSOF	3,470.92	3,470.92
1970	4/24/2024	00996	HOME DEPOT	7014089	3/30/2024	COUPLER LOCK	120.65	
				5013004	3/22/2024	GROUT CLNR & INT PAINT	83.21	
				6171267	3/21/2024	SANDSTONE ROCK BOX ORE	63.75	267.61
1971	4/24/2024	32950	SAFETY-KLEEN SYSTEMS, IN	93752493	2/24/2024	2/22 SVC	304.03	304.03
1972	4/24/2024	55651	SEEK PERSONNEL STAFFING	001516	4/15/2024	WE 4/14: ESPARZA-ALVAREZ	7,093.20	
				001517	4/15/2024	WE 4/14: F. SILVA	883.20	7,976.40

Bank : ewfb EFT FOR WELLS FARGO BANK - (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1973	4/24/2024	54400	US BANK	7269052	3/25/2024	RD TAX ALLOC RFNDNG BO	5,600.00	5,600.00
1974	4/24/2024	54432	US BANK N.A.	2559087	4/11/2024	COACHELLA LEASE REV BDE	462,914.34	462,914.34
1975	4/24/2024	50629	VINTAGE ASSOCIATES, INC	232592	3/31/2024	RPLC'D PLANTS & TREES	14,178.00	
				232229	3/15/2024	MAR2024 LNDSCPE MAINT @	12,700.00	
				232235	3/15/2024	MAR2024 LNDSCPE MAINT @	10,135.00	
				232233	3/15/2024	MAR2024 LNDSCPE MAINT @	5,300.00	
				232230	3/15/2024	MAR2024 LNDSCPE MAINT @	5,247.00	
				232236	3/15/2024	MAR2024 LNDSCPE MAINT @	4,900.00	
				232486	3/31/2024	INSTLL'N/SET-UP OF CONTR'	2,865.00	55,325.00
1976	4/24/2024	53596	XTREME HEATING AND AIR	2518	3/29/2024	INSTLL'D ICE MACHINE @ FIF	2,200.00	2,200.00
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:								625,611.02

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119331	4/24/2024	46835	AIR AND HOSE SOURCE, INC. 550057	3/22/2024	SWIVEL JOINT	120.71	120.71
119332	4/24/2024	55541	ALL DOOR TECH 2033	3/21/2024	1/8 SVC CALL- 85711 PETER I	4,966.30	4,966.30
119333	4/24/2024	54796	ALTA PLANNING + DESIGN, IN 304.0002023.07	4/16/2024	PE3/29 CONNECT COACHELL	5,927.40	5,927.40
119334	4/24/2024	50383	BOSS DESIGNS 557	4/16/2024	LIBRARY HOURS DECAL	43.50	43.50
119335	4/24/2024	42459	BRUDVIK, INC. 59283	4/1/2024	3/29-30 GENERATOR+SPIDEF	1,629.50	1,629.50
119336	4/24/2024	02048	CDW GOVERNMENT, INC. QR82320	4/12/2024	MACLOCKS 360 SPACE SEC I	216.47	216.47
119337	4/24/2024	53220	COACHELLA ACE HARDWARE 6928/1	3/26/2024	DELUXE EDGE GUARD SPRE	148.95	
			6879/1	3/19/2024	LOPPER 32" DUAL CUT, ETC	132.81	
			6911/1	3/23/2024	GARBAGE DISPOSAL 1/2 HP	119.61	
			6891/1	3/20/2024	BLEACH SPRYR 1GAL	79.53	
			6878/1	3/19/2024	QUICK-GRIP C-CLAMP 6", ETC	68.48	
			6945/1	3/28/2024	BATTERY ALKALINE D 8PK, E	56.51	
			6916/1	3/23/2024	ACE UTILITY GLOVE, ETC	38.04	
			6636/1	1/29/2024	RISER & ELBOW 90 PVC 40 1.	26.63	
			6861/1	3/15/2024	FASTBACK UTIL KNF SET	26.09	
			6888/1	3/20/2024	CMNT PVC RD HOT LOVOC, E	24.99	
			6948/1	3/28/2024	RD HMMR BIT SDS+ 3/8X6"	15.21	
			6870/1	3/18/2024	SPRYPNT 2X GLS MEADW GI	9.23	
			6882/1	3/19/2024	AUTO CLEANING CLOTH	7.06	
			6941/1	3/27/2024	CAR FRESHNER 3PK	5.42	758.56
119338	4/24/2024	55769	COLOSSAL STRUCTURAL STE 1311	4/9/2024	ABATEMENT WARRANT @ 52	4,800.00	4,800.00
119339	4/24/2024	44959	COMPUTER CONSULTANTS, I 38136	4/5/2024	CHANGE ORDER- PO 16990 (2,173.91	2,173.91
119340	4/24/2024	54137	CONSERVE LANDCARE LLC 319264	3/21/2024	INSTLL'D PLANTS/MODIFIED	6,245.00	
			319266	3/21/2024	RPR'D IRRGTN @ DIST 24	211.67	
			319268	3/21/2024	BACKFILL @ DIST 34	174.00	6,630.67
119341	4/24/2024	11800	COUNTY OF RIVERSIDE AN0000002894	4/17/2024	MAR2024 ANL SHLTR+FIELD+	33,896.48	33,896.48
119342	4/24/2024	42219	DELL FINANCIAL SERVICES 10742466892	4/11/2024	AURORA R16 GAMING DESK	9,881.44	9,881.44
119343	4/24/2024	01089	DESERT ELECTRIC SUPPLY S3164657.001	3/11/2024	GE ERL1011C527AGRAYLX30	2,631.73	
			S3164657.002	3/20/2024	FREIGHT CHARGE	163.13	2,794.86
119344	4/24/2024	53007	DESERT PROMOTIONAL & 97770	4/8/2024	CLEAR GLASS AWARD W/ PR	453.49	
			97846	4/10/2024	BLACK PLAQUE W/ LASER E	135.94	589.43
119345	4/24/2024	55021	E E SYSTEMS GROUP, INC. CC03192024	3/19/2024	SOLAR HYBRID MICROGRID	2,725.00	2,725.00
119346	4/24/2024	55042	EAGLE TRUCK WASH C0000335210	3/21/2024	3/21 STRAIGHT TRUCK TANK	71.37	71.37
119347	4/24/2024	55788	GARCIA, ANDRES Scholarship	3/25/2024	2024 CYBSA SCHOLARSHIP-	50.00	50.00
119348	4/24/2024	55791	HANSEN, TRACY Trvl Expns 3/27-	4/2/2024	TRVL EXPNS 3/27-29 FOR FIN	1,696.39	1,696.39

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119349	4/24/2024	55786	HORNE LLP 2500	4/15/2024	REFUND OF FUNDS DATED 0	264.23	264.23
119350	4/24/2024	20450	IMPERIAL IRRIGATION DISTRI50387122-MA24	4/8/2024	AC50387122, 3/6-4/2, SEWER	47,417.38	
			50522793-MA24	4/8/2024	AC50522793, 2/29-3/28, SCAD	83.33	47,500.71
119351	4/24/2024	45108	IMPERIAL SPRINKLER SUPPL0014497859-002	3/20/2024	HUNTER ICC KIT W/ PWR MC	210.10	
			0014648464-001	3/19/2024	HUNTER MP ROTATOR, ETC	207.82	
			0014739441-001	3/26/2024	PISTOL GRIP SPRAYER MARI	159.03	
			0014579470-001	3/15/2024	RB PE-PLASTIC VALVE	140.15	
			0014659988-001	3/20/2024	RB QCV 2PC DBL LUG, ETC	121.96	839.06
119352	4/24/2024	53801	INFOSEND, INC. 260702	4/16/2024	CVAG OIL FILTER 2024 INSEF	1,045.23	1,045.23
119353	4/24/2024	47328	KONICA MINOLTA 44484294	3/31/2024	C550I, 1515 6TH ST, MAR 202	1,068.35	1,068.35
119354	4/24/2024	54362	LINDE GAS & EQUIPMENT INC41682654	3/14/2024	STARGOLD C25 ARG-CO2	112.92	
			41737332	3/19/2024	WIRE MS 70S6 & CONTACT T	88.02	
			41823506	3/22/2024	IND HIGH PRESSURE<100CF	39.62	240.56
119355	4/24/2024	24600	LOPES HARDWARE 634	3/1/2024	HOSE BIBB LOCK, BROOM, D	607.80	
			516	2/27/2024	HOSE LOCKS, RAIN BOOTS, I	343.72	
			669	4/15/2024	SIGNS, STAPLE GUN & STAPI	32.36	983.88
119356	4/24/2024	44367	LUCRECIO, CESAR Trvl Exp 4/9-12	4/15/2024	TRVL EXP 4/9-12, CALED COM	342.46	342.46
119357	4/24/2024	47192	O'REILLY AUTO PARTS 2855-255609	3/20/2024	BATTERY	60.81	60.81
119358	4/24/2024	54812	PAX FITNESS REPAIR, LLC 2495	3/25/2024	MAR2024 PREVENTATIVE MA	225.00	225.00
119359	4/24/2024	02028	PETE'S ROAD SERVICE, INC. 24-0740430-00	3/14/2024	INSTLL'D NEW TIRES (TANK	1,766.00	
			24-0744474-00	3/26/2024	MOUNT/BALANCE NEW TIRE	494.79	
			24-0744268-00	3/25/2024	MOUNT/BALANCE NEW TIRE	248.48	
			24-0743922-00	3/23/2024	MOUNT/BALANCE NEW TIRE	243.39	
			24-0745969-00	4/2/2024	MOUNT/BALANCE NEW TIRE	243.39	
			24-0744061-00	3/25/2024	FLAT REPAIR	40.61	3,036.66
119360	4/24/2024	01395	PJ'S DESERT TROPHIES & GII27147	4/1/2024	8" BLUE ACRYLIC AWARDS V	806.93	806.93
119361	4/24/2024	42433	POOL & ELECTRICAL PRODU0014635087-001	3/18/2024	HYPERPOLE 3K CARBON FIB	542.40	
			0014634927-001	3/18/2024	JANDY PRO SERIES EPUMP I	122.53	664.93
119362	4/24/2024	42759	PROPER SOLUTIONS, INC. 15787	4/5/2024	WE 4/5: BECERRA+CARTER	2,303.40	
			15788	4/5/2024	WE 4/5: N. NOVOA	1,151.70	3,455.10

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119363	4/24/2024	52306	QUINN COMPANY	276869014	3/29/2024	3/17-25 LIGHT TOWER RNTL	1,850.84
				276869013	3/28/2024	3/17-25 LIGHT TOWER RNTL	1,233.89
				27688001	3/28/2024	3/17-25 UTV-OFF RD UTILITY	905.86
				27686902	3/29/2024	3/17-25 LIGHT TOWER RNTL	616.95
				276869011	3/28/2024	3/17-25 LIGHT TOWER RNTL	616.95
				276869012	3/28/2024	3/17-25 LIGHT TOWER RNTL	616.95
				276869015	3/29/2024	3/17-25 LIGHT TOWER RNTL	616.95
				276869016	3/29/2024	3/17-25 LIGHT TOWER RNTL	616.95
				27580201	3/29/2024	3/1-25 UTV-OFF RD UTILITY V	596.58
							7,671.92
119364	4/24/2024	42443	RDO EQUIPMENT CO.	P0088045	3/21/2024	BELT TENSIONER, V-BELT, E	554.54
119365	4/24/2024	55682	SALCIDO, SANDRA E.	5132	3/19/2024	MAR2024 ZUMBA CLASSES	520.00
119366	4/24/2024	50827	SDC SOUND COMPANY LLC	1149	4/15/2024	4/20 SOUND+STAGE @ KEY T	5,784.00
119367	4/24/2024	35450	SOCALGAS	BagPool-MA24	3/26/2024	AC 069 323 6500 7, 2/22-3/22	14.33
				1515 6th-MA24	3/26/2024	AC 031 523 3700 6, 2/22-3/22	182.57
				1377 6th-MA24	3/26/2024	AC 012 623 3791 6, 2/22-3/22	109.45
				1540 7th-MA24	3/26/2024	AC 008 423 3900 4, 2/22-3/22	79.28
				84626Bag-MA24	3/26/2024	AC 153 323 6215 9, 2/22-3/22	66.75
				87075Av54-MA2	3/26/2024	AC 123 573 5834 5, 2/22-3/22	65.42
				1500 6th-MA24	3/26/2024	AC 020 678 1257 4, 2/22-3/22	15.02
							532.82
119368	4/24/2024	55590	STANDARD INSURANCE COM	Apr2024	4/4/2024	APR2024 DENTAL/VISION/CO	18.36
119369	4/24/2024	52125	TAG/AMS, INC.	2833293	4/12/2024	FEB/MAR2024 DRUG TESTIN	180.00
119370	4/24/2024	55260	TESS ELECTRIC INC.	1417	3/25/2024	3/27 RPLC'D VFD @ WELL #1	21,967.42
119371	4/24/2024	38250	TOPS N BARRICADES	1105700	3/11/2024	3/1-11 CHNGBLE MSG SIGN F	2,580.00
				1105955	3/25/2024	3/15-22 CHNGBLE MSG SIGN	1,680.00
				1105884	3/20/2024	3/15-20 CHNGBLE MSG SIGN	840.00
				1106087	3/28/2024	STRAPPING 3/4" ROLL	107.66
							5,207.66
119372	4/24/2024	44966	VERIZON WIRELESS	9960502554	4/1/2024	AC371867190-00002, 3/2-4/1	385.92
119373	4/24/2024	44775	VISTA PAINT CORPORATION	2024-390695-00	3/26/2024	COVERALL EXT FLAT WHITE-	105.37
				2024-417009-00	4/15/2024	COVERALL EXT FLAT WHITE-	50.02
							155.39

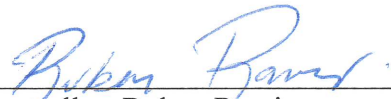
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119374	4/24/2024	49778	WEST COAST ARBORISTS, IN212669	3/5/2024	3/5 TREE MAINT @ LLMD	7,376.00	
			212674	3/13/2024	3/13 TREE MAINT @ LLMD	2,281.00	
			212671	3/7/2024	3/7 TREE MAINT @ LLMD	1,864.00	
			212675	3/14/2024	3/14 TREE MAINT @ LLMD	1,841.00	
			212452-A	3/15/2024	3/2 EMERGENCY CALL OUT S	1,250.00	
			212670	3/6/2024	3/6 TREE MAINT @ LLMD	1,196.00	
			212667	3/4/2024	3/4 TREE MAINT @ LLMD	760.00	
			212666	3/2/2024	3/2 EMERGENCY CALL OUT S	500.00	
			212672	3/8/2024	3/8 TREE MAINT @ LLMD	439.00	
			212673	3/11/2024	3/11 TREE MAINT @ LLMD	294.00	17,801.00
Sub total for WELLS FARGO BANK:							200,284.93

60 checks in this report.

Grand Total All Checks: 825,895.95

Date: April 24, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
04/24/2024 9:21:32AM

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>
119375	4/24/2024	55309 CAZAREZ, ZOILA	Ref000236987	8/17/2023	UB Refund Cst #00031509	37.03	37.03
Sub total for WELLS FARGO BANK:							37.03

1 checks in this report.

Grand Total All Checks: 37.03

Date: April 24, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

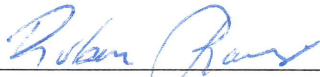
Bank : ewfb EFT FOR WELLS FARGO BANK -:

<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>
1977	3/18/2024	48066 US BANK	Sta 2/26/2024	2/26/2024	ACC XXXX-XXXX-XXXX-0925,	26,555.43	26,555.43
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							26,555.43

1 checks in this report.

Grand Total All Checks: 26,555.43

Date: March 18, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
04/30/2024 8:50:26AM

Check List
City of Coachella


Bank : ewfb EFT FOR 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>
1978	4/26/2024	53799	ENTERPRISE FM TRUST	FBN4983245	3/5/2024	MAR2024 LEASE CHRGS (FO	26,055.31
				FBN5008611	4/3/2024	APR2024 LEASE CHRGS (FO	25,701.79
							51,757.10
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:	51,757.10

1 checks in this report.

Grand Total All Checks: 51,757.10

Date: April 26, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
04/30/2024 10:39:02AM

Check List
City of Coachella

Bank : ewfb EFT FOR 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>
1979	4/30/2024	55796	BANC OF AMERICA PUBLIC C/R75102	4/20/2024	2023 ENERGY CONSERVATIC	150,629.09	150,629.09
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							150,629.09

1 checks in this report.

Grand Total All Checks: 150,629.09

Date: April 30, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -I

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1980	5/1/2024	54859	AMAZON CAPITAL SERVICES, 1CVJ-M7W9-7M	4/23/2024	APC EXTERNAL BATTERY PA	715.03	
			16Q3-R6H4-C76	4/16/2024	HITACHI 2TB SATA 3.5 HARD	152.46	
			1NPV-N9XK-HC	4/20/2024	BLUE SUMMIT EXPANDABLE	105.87	973.36
1981	5/1/2024	49989	ANDREAS LLC	87326	4/18/2024 BUSINESS CARDS: C. LUCRE	136.93	136.93
1982	5/1/2024	45929	BECK OIL, INC.	110014	4/15/2024 PE4/15 GRAFFITI DEPT FUEL	238.42	238.42
1983	5/1/2024	02320	CALPERS	1000000175173	4/15/2024 #6373819375, MAY2024 HEAL	127,762.02	
				1000000175173	4/15/2024 #6373819375, MAY2024 HEAL	14,277.88	142,039.90
1984	5/1/2024	43672	DESERT VALLEY SERVICES INC	632433	3/27/2024 TISSUE TOILET & NITRILE GL	121.64	121.64
1985	5/1/2024	44713	FARMER BROTHERS CO.	95675404	4/15/2024 CREAMER & COFFEE	446.68	446.68
1986	5/1/2024	00207	GRAINGER INC	9079009057	4/8/2024 ASPHALT RAKE, PUSH BROO	558.89	558.89
1987	5/1/2024	54985	MUNISERVICES LLC	INV06-018652	4/12/2024 SUTA SVCS, QTR ENDING 12/	100.69	100.69
1988	5/1/2024	55651	SEEK PERSONNEL STAFFING	001535	4/22/2024 WE 4/21: ESPARZA-ALVAREZ	6,679.20	
				001543	4/22/2024 WE 4/14: S. CRESPO	671.60	7,350.80
1989	5/1/2024	50229	URBAN HABITAT	8874	3/31/2024 PE3/31 LNDSCPE & PARK IMF	1,410.75	1,410.75
T FOR WELLS FARGO BANK -SEPARATE CHECK:							153,378.06

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119376	5/1/2024	46835	AIR AND HOSE SOURCE, INC.550810	3/27/2024	BLUE DISCHARGE HOSE, ET	1,721.73	1,721.73
119377	5/1/2024	48014	ALBERT A. WEBB ASSOCIATE ARIV0003453	3/30/2024	PE3/30 SVCS: CENTRAL PARI	53,136.28	53,136.28
119378	5/1/2024	53052	AVIR, INC. 9-904216	4/11/2024	DIGITAL SIGNAGE SYSTEM	17,195.66	17,195.66
119379	5/1/2024	55793	BIOSYSTEMS, INC. 20280	3/27/2024	BIO PRO HF 55GL-TAR/ASPH,	1,620.00	1,620.00
119380	5/1/2024	54517	BLACK KNIGHT TECHNOLOGI10321912	4/15/2024	MAR2024 SITXPRO SBSCRPT	250.00	250.00
119381	5/1/2024	52723	BRIGHT EVENT RENTALS, LL(773259	4/3/2024	3/27-30 TENT+SIDEWALL+SF	6,314.31	
			773202	4/3/2024	3/27-30 TENT+SFTY PKG RNT	4,865.94	
			773292	4/3/2024	3/29-30 TENT+SIDEWALL+ST,	4,222.58	15,402.83
119382	5/1/2024	44494	BURRTEC WASTE & RECYCLIBD 4/1/24	4/1/2024	AC 44-BS 405340, 85075 AVE	65.38	65.38
119383	5/1/2024	52627	CALCPA 0006691542	3/15/2024	MY2024-AP2025 MBRSHP RN	85.00	85.00
119384	5/1/2024	54649	CAPIO 37926986	4/24/2024	REG 5/13-16 ANNUAL CONF, I	725.00	725.00
119385	5/1/2024	02048	CDW GOVERNMENT, INC. QS57940	4/16/2024	BITDEF MGD DECT+RESP AD	23,000.00	23,000.00
119386	5/1/2024	53220	COACHELLA ACE HARDWARE6998/1	4/8/2024	BONDIC STARTER KIT	7.54	
			6885/1	3/20/2024	BUNGEE 24" YELLOW 2PK	7.06	14.60
119387	5/1/2024	54137	CONSERVE LANDCARE LLC 323149	3/31/2024	MAR2024 LNDSCPE MAINT @	58,299.00	
			297809	1/18/2024	INSTLL'D METAL EDGING @ I	892.62	
			320563	3/27/2024	RPR'D IRRGTN @ DIST 27	369.25	
			320560	3/27/2024	RPR'D IRRGTN @ DIST 24	306.32	
			320571	3/27/2024	RPR'D IRRGTN @ DIST 35	305.67	
			320568	3/27/2024	RPR'D IRRGTN @ DIST 30	284.67	
			323150	3/31/2024	RPR'D IRRGTN @ DIST 31	230.59	
			320562	3/27/2024	RPR'D IRRGTN @ DIST 25	209.18	
			320565	3/27/2024	RPR'D IRRGTN @ DIST 20	202.00	
			320567	3/27/2024	RPR'D IRRGTN @ DIST 2	182.89	
			320564	3/27/2024	RPR'D IRRGTN @ DIST 25	174.57	
			320569	3/27/2024	RPR'D IRRGTN T&M @ DIST 2	170.91	
			323151	3/31/2024	RPR'D IRRGTN @ DIST 28	168.41	
			320570	3/27/2024	RPR'D IRRGTN T&M @ DIST	150.27	
			320561	3/27/2024	RPR'D IRRGTN @ DIST 15	149.91	
			320566	3/27/2024	RPR'D IRRGTN @ DIST 24	131.41	62,227.67
119388	5/1/2024	52375	CORE & MAIN LP INV0006113	3/14/2024	CHERNE INSIDE-OF-PIPE GR	88.70	88.70
119389	5/1/2024	50103	D&H WATER SYSTEMS I2024-0340	3/22/2024	SEAT & SPACER	147.82	147.82
119390	5/1/2024	53007	DESERT PROMOTIONAL & 97936	4/16/2024	STAINLESS STEEL WTR BOT	408.90	
			97868	4/11/2024	POLOS+SHIRTS+JACKET W/	243.60	652.50

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119391	5/1/2024	55527	DOKKEN ENGINEERING	45828	4/5/2024	PE3/31 GRPFRT/AIRPORT BL'	9,230.00
				45364	2/8/2024	PE1/31 GRPFRT/AIRPORT BL'	8,560.00
				45100	1/8/2024	PE12/31 GRPFRT/AIRPORT B	7,525.00
				45580	3/7/2024	PE2/29 GRPFRT/AIRPORT BL'	7,250.00
				44822	12/5/2023	PE11/30 GRPFRT/AIRPORT BI	6,925.00
				44677	11/9/2023	PE10/31 GRPFRT/AIRPORT B	3,645.00
							43,135.00
119392	5/1/2024	49630	DORIS PEREZ INTERPRETING	109844	3/19/2024	3/19 INTERP SVCS: RLF COM	350.00
119393	5/1/2024	53462	DURAN, JOSE ANGEL	Refund	4/23/2024	DEPOSIT REFUND- 4/9 LIBRA	300.00
119394	5/1/2024	55021	E E SYSTEMS GROUP, INC.	CC04112024	4/11/2024	DUAL HEAD SUPER PWR SOI	5,450.00
119395	5/1/2024	54924	EL TRANVIA RESTAURANT	55	3/20/2024	WOMEN'S SUMMIT CATERING	8,969.70
				59	4/20/2024	KEY TO THE CITY CATERING	1,141.88
				58	4/17/2024	CORPORATE YARD EVENT	950.20
				56	4/12/2024	BAGDOUMA PARK COMMUNI	868.91
							11,930.69
119396	5/1/2024	55794	ESPINOZA, JELLISA	Refund	4/23/2024	DEPOSIT REFUND- 4/13 COM	300.00
119397	5/1/2024	51494	GARDA CL WEST, INC.	20600388	3/31/2024	MAR2024 EXCESS ITEMS/PRI	95.33
				20600404	3/31/2024	MAR2024 EXCESS COIN BAG	15.09
							110.42
119398	5/1/2024	55789	GRUTMAN LAW P.C.	101	4/1/2024	MAR2024 LARA AND CORONA	9,976.00
119399	5/1/2024	54704	GSC & SON CORPORATION	Refund	4/18/2024	REFUND OF CUP 350 APPLIC	1,125.00
119400	5/1/2024	20450	IMPERIAL IRRIGATION DISTRI	MdMA-MdAP	4/16/2024	MID MARCH-MID APRIL 2024 I	76,997.76
119401	5/1/2024	45108	IMPERIAL SPRINKLER SUPPL	'0014865439-001	4/3/2024	2GAL COOLER	67.84
119402	5/1/2024	55792	JACQUEZ, ERIC	Refund	4/18/2024	REFUND PER ADMIN CITATIO	4,000.00
119403	5/1/2024	45257	LIEBERT CASSIDY WHITMORI	262197	2/29/2024	PE2/29: #CO015-00010	1,942.50
119404	5/1/2024	54971	LUA, ANGEL GRANILLO	0006	4/1/2024	JAN-MAR2024 ENGLISH INST	2,550.00
119405	5/1/2024	54700	MACIAS NURSERY INC.	60102	4/3/2024	TIPUANA TIPU, JACARANDA '	8,477.50
119406	5/1/2024	52145	MARIACHI NUEVO AMANECE	F6	4/20/2024	4/20 PERFORMANCE @ KEY	2,200.00
119407	5/1/2024	50595	PACIFIC LIGHTWAVE INC	73249	4/24/2024	MAY2024 INTERNET SVCS	799.00
119408	5/1/2024	52650	PALMS TO PINES PRINTING	A0229COCSM-FA	3/8/2024	18" SOMBRERO	2,305.59
				0304COCBW-F/	3/8/2024	16.9OZ BOTTLED SPRING W/	872.87
				0307COCFSK-F	3/8/2024	FIRST AID KIT	650.78
				0229COCBUB-F	3/8/2024	2OZ BUBBLES	532.37
							4,361.61
119409	5/1/2024	55795	PARTIDA, ITZANIA	Refund	4/23/2024	DEPOSIT REFUND- 4/16+17 L	300.00
119410	5/1/2024	53427	PASTION INDUSTRIES, INC.	043609	3/26/2024	AP-JN2024 FIRE ALARM/RADI	195.00
119411	5/1/2024	01395	PJ'S DESERT TROPHIES & GI	27197	4/17/2024	GOLD KEY ON PLAQUE W/ EI	230.92
119412	5/1/2024	46837	PRECISION BACKFLOW	PBF162110	4/1/2024	RPR'D BACKFLOW @ 53990 E	249.00

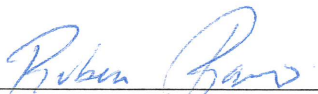
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119413	5/1/2024	42759	PROPER SOLUTIONS, INC. 15814	4/12/2024	WE 4/12: BECERRA+CARTER	3,071.20	
			15815	4/12/2024	WE 4/12: N. NOVOA	1,996.32	5,067.52
119414	5/1/2024	54500	RELIABLE TRANSLATIONS CC27620	4/17/2024	4/17 PLANNING COMM MTG S	392.00	
			27661	4/22/2024	4/22 DOCUMENT TRANSLATI	195.04	
			27588	4/15/2024	4/15 STUDY SESSION MTG S'	147.00	
			27568	4/12/2024	4/12 DOCUMENT TRANSLATI	75.00	
			27583	4/13/2024	4/13 DOCUMENT TRANSLATI	75.00	884.04
119415	5/1/2024	44161	ROBERT HALF 63476182	4/16/2024	WE 4/12: R. MATIENZO	1,766.40	
			63491294	4/22/2024	WE 4/19: R. MATIENZO	1,755.36	3,521.76
119416	5/1/2024	55272	SALAS, LAWRENCE Y. Mar2024	3/31/2024	MAR2024 CITIZENSHIP CLAS	1,160.00	1,160.00
119417	5/1/2024	55682	SALCIDO, SANDRA E. 5133	4/23/2024	APR2024 ZUMBA CLASSES	390.00	390.00
119418	5/1/2024	55790	SILVERADO TOWING 3327	2/26/2024	2/26 TOWING- 1279 6TH ST T	150.00	
			3328	2/26/2024	2/26 TOWING- 52156 TRIPOLI	150.00	
			3372	4/8/2024	4/8 TOWING- 51950 TYLER S'	150.00	450.00
119419	5/1/2024	47319	SPARKLETTS 9467308 032424	3/24/2024	FEB2024 WATER @ SANITAR	154.86	154.86
119420	5/1/2024	55590	STANDARD INSURANCE COMM May2024	4/18/2024	MAY2024 LIFE/AD&D/STD/LTC	6,317.12	6,317.12
119421	5/1/2024	55659	STAPLES 6000809978	3/26/2024	RESTICKABLE EASEL PAD, P	262.16	
			6000809980	3/26/2024	POST-IT RECY 3X3	26.92	
			6000809971	3/26/2024	MESH ORGANIZER	26.61	315.69
119422	5/1/2024	38250	TOPS N BARRICADES 1105736	3/13/2024	MESH CLASS II LIME W/ ORG	37.52	37.52
119423	5/1/2024	42622	WCT PRODUCTS INC W16262	3/18/2024	JAMESON 200' MINI DUCT HL	586.40	586.40
119424	5/1/2024	54433	WEX ENTERPRISE EXXONMC96542871	4/23/2024	ACC 0496-00-726338-7, 3/24-4	2,704.15	2,704.15
119425	5/1/2024	54464	WHITE CAP, L.P. 50025914173	3/19/2024	48" COMMERCIAL COLUMN F	152.64	152.64
119426	5/1/2024	48971	XPRESS GRAPHICS & PRINTII24-61679	4/17/2024	CARIN LEON AUTOGRAPH PF	1,011.18	
			24-61590	4/12/2024	BOXING CHAMPS AUTOGRA	95.79	
			24-61700	4/18/2024	FIRE STATION RIBBON CUTT	51.73	
			24-61867	4/24/2024	FIRE STATION RIBBON CUTT	51.73	1,210.43
Sub total for WELLS FARGO BANK:							374,333.54

61 checks in this report.

Grand Total All Checks: 527,711.60

Date: May 1, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

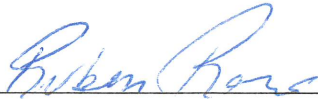
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
119427	5/1/2024	55802 BRAY, LISA	Ref000242760	4/30/2024	UB Refund Cst #00057109	20.53	20.53
119428	5/1/2024	55805 CASTRO MHP, LLC	Ref000242764	4/30/2024	UB Refund Cst #00058051	60.93	60.93
119429	5/1/2024	55799 COTA, ROXANNE F.	Ref000242754	4/30/2024	UB Refund Cst #00033088	65.38	65.38
119430	5/1/2024	55779 DEMO UNLIMITED	Ref000242763	4/30/2024	UB Refund Cst #00057939	87.29	87.29
119431	5/1/2024	55800 DR HORTON	Ref000242757	4/30/2024	UB Refund Cst #00055444	56.11	56.11
119432	5/1/2024	55801 HERNANDEZ, STEVEN	Ref000242758	4/30/2024	UB Refund Cst #00055518	61.71	61.71
119433	5/1/2024	55771 ISPEROV, VLADFIMIR	Ref000242756	4/30/2024	UB Refund Cst #00054817	14.49	14.49
119434	5/1/2024	55804 NICANTHONY LLC	Ref000242762	4/30/2024	UB Refund Cst #00057919	99.52	99.52
119435	5/1/2024	55806 OSORIO, MARCO	Ref000242765	4/30/2024	UB Refund Cst #00058196	11.04	11.04
119436	5/1/2024	55803 PULTE GROUP	Ref000242761	4/30/2024	UB Refund Cst #00057258	186.74	186.74
119437	5/1/2024	55629 PULTE HOMES	Ref000242755	4/30/2024	UB Refund Cst #00053740	45.63	45.63
119438	5/1/2024	55298 THREE PEAKS CORP	Ref000242759	4/30/2024	UB Refund Cst #00056371	134.29	134.29
Sub total for WELLS FARGO BANK:							843.66

12 checks in this report.

Grand Total All Checks: 843.66

Date: May 1, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin



STAFF REPORT
5/8/2024

TO: Honorable Mayor and City Council Members

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

SUBJECT: Authorization to file a Notice of Completion for Homesite Demolition of 50020 Kenmore Street and 50021 Balboa Street for the Avenue 50 Widening Project, City Project No. ST-93.

STAFF RECOMMENDATION:

Accept the Homesite Demolition of 50020 Kenmore Street and 50021 Balboa Street for the Avenue 50 Widening Project, City Project No. ST-93. as complete and direct the City Clerk to file a Notice of Completion attached hereto with the County of Riverside.

BACKGROUND:

On January 24, 2024, the City of Coachella acted to Authorize a Construction Contract with Demo Unlimited, Inc. in the amount of \$177,069.84 plus 10% contingency for the Homesite Demolition of 50020 Kenmore Street and 50021 Balboa Street for the Avenue 50 Widening Project, City Project No. ST-93.

The upcoming Avenue 50 Widening Project will allow for two traffic lanes in each direction, and include pedestrian, bicycle and drainage facilities. These improvements required the acquisition of properties along Avenue 50. The City acquired two homes that required demolition for the improvements. In order to minimize vandalism or other safety concerns with the vacant homes, the City elected to demolish them now, while the widening project is still under design.

DISCUSSION/ANALYSIS:

City Staff has inspected the Project and found the improvements to be in accordance with the plans, specifications, and applicable standards. Staff recommends the acceptance of this project and that the City Council authorizes the filing of a Notice of Completion.

FISCAL IMPACT:

The project was included in the City's approved CIP FY 23/24 budget. The contract amount of \$177,069.84 and contingency in an amount of \$17,706.98 is being funded by the CVAG reimbursement agreement that splits cost under a 75% regional share/25% local share. The local share will be funded by Street DIF (Fund 127). No Contract Change Orders were issued, and the project was constructed within budget including all quantities totaling \$177,069.84.

To be recorded with County Recorder within 10 days after completion and Acceptance. No recording fee.

When Recorded, return to:

Delia Granados, Deputy City Clerk
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

(For Recorders Use)

Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as Homesite Demolition of 50020 Kenmore Street and 50021 Balboa Street for the Avenue 50 Widening Project, City Project No. ST-93 has been completed and was accepted by the undersigned awarding authority on the date hereof. The demolished homesites were located at 50020 Kenmore Street and 50021 Balboa Street within the City of Coachella.

The contractor on such work was Demo Unlimited, Inc. and the surety on his bond is Developers Surety and Indemnity Company located at 800 Superior Avenue E., 21st Floor Cleveland, OH 44114.

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

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

Date: May 8, 2024
(Date of Acceptance)

City of Coachella
(Name of Political Subdivision)

Owner Address:
53990 Enterprise Way
Coachella, CA 92236

By: _____
Steven A. Hernandez

Title: Mayor
City of Coachella

State of California)
) ss

County of Riverside)

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

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

Delia Granados, Deputy City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)



STAFF REPORT
5/8/2024

TO: Honorable Mayor and City Council Members

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

SUBJECT: Construction Contract with ATP General Engineering Contractors in the amount of \$1,816,225.00 plus 10% contingency and authorize appropriation of \$1,231,705.50 from Fund 101 (General Fund) for the Construction of Buena Vista and Pueblos at Avalar & Navarra Pavement Rehabilitation Project, City Project No.ST-118.

STAFF RECOMMENDATION:

- Authorize a construction contract with ATP General Engineering Contractors in the amount \$1,816,225.00 plus 10% contingency;
- Authorize appropriation of \$1,231,705.50 from Fund 101 (General Fund) for the Construction of Buena Vista and Pueblos at Avalar & Navarra Pavement Rehabilitation Project, a portion of City Project No.ST-118.

BACKGROUND:

On April 26, 2023 City Council authorized the City Manager to execute a Maintenance of Effort Certification Statement for fiscal year 2023/2024, the Local Streets and Roads Revenue Projections, as well as, the projected five-year Measure A capital improvement plans budget for Measure A funding. The Street Pavement Rehabilitation Phase 19 Project was included in the budget and allocated \$1,013.472 Measure A funds.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On April 5, 2024, the City issued the Notice Inviting Bids with a non-mandatory job walk held on April 9, 2024. The project bid opening was held on April 25, 2024 at 10:00 a.m., with five companies submitting a bid for this project. The bid opening results are listed below:

Company Name:	City:	Bid Amount:
ATP General Engineering Contractors	San Diego	\$1,816,225.00
Granite Construction Company	Indio	\$1,832,423.00
Vance Corp	Beaumont	\$1,968,833.53
Onyx Paving Company	Anaheim	\$2,484,000.00
Matich Corp	San Bernardino	\$2,590,130.00

Staff has reviewed the bid and determined that ATP General Engineering Contractors is the lowest, responsive, responsible bidder. The total project cost, including design engineering, construction engineering, materials testing, construction and a 10% contingency is as follows:

Project Item:	Project Cost:
Construction	\$ 1,816,225.00
Construction Contingency (10%)	\$ 181,622.50
TOTAL PROJECT COST:	\$ 1,997,847.50

FISCAL IMPACT:

With this action, City Council authorizes the appropriation of \$1,231,705.50 from Fund 101 (General Fund) to Fund 182 (CIP Project Fund). The project has been included in the City's approved CIP FY 23/24 budget. The contract amount of \$1,816,225.00 and contingency in an amount of \$181,622.50 will be funded with Measure A in the amount of \$766,142 (Fund 117) and General Fund in the amount of \$1,231,705.50 (Fund 101).

ATTACHMENTS:

1. Construction Contract for ATP General Engineering Contractors
2. Bid Tabulation

CONTRACT FOR CONSTRUCTION

This Contract for Construction (“Contract”), is made and entered into this 8th day of May, 2024, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the “City” and **Martin Marietta San Diego Aggregates LLC dba ATP General Engineering Contractors**, sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

BUENA VISTA AND PUEBLOS AT AVALAR & NAVARRA NEIGHBORHOOD PAVEMENT REHABILITATION PROJECT, CITY PROJECT NO. ST-118

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

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **75 Working Days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Million Eight Hundred Sixteen Thousand Two Hundred Twenty-Five Dollars (\$1,816,225.00)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City’s actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,500.00 for each and every Working Day** of delay

beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture, if the Bagdouma Court Improvements are not completed by the date set forth in the Invitation to Bid. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Drug-Free Workplace Certification
- Asbestos-Free Material Certification
- Recycled Content Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Construction Plans and Drawings
- City of Coachella Standard Specifications and Procedures (June 2007)
- City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
- Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9
- Standard Plans for Public Works Construction "Greenbook" (2018)
- Caltrans Standard Specifications (2018), except Division 1
- Caltrans Standard Plans (2018)
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

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

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF COACHELLA

MARTIN MARIETTA SAN DIEGO
AGRREGATES LLC DBA ATP GENERAL
ENGINEERING CONTRACTORS

By: _____
Gabriel Martin
City Manager

IF CORPORATION, TWO SIGNATURES,
PRESIDENT **OR** VICE PRESIDENT **AND**
SECRETARY **OR** TREASURER **REQUIRED**

ATTEST:

By: _____
Its: _____

By: _____
Delia Granados, City Clerk

Printed Name: _____

APPROVED AS TO FORM:

By: _____
Its: _____

By: _____
Best Best & Krieger LLP
City Attorney

Printed Name: _____

502506
Contractor's License Number and
Classification

1000012615
DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

CITY OF COACHELLA
Buena Vista Pueblos at Avaral Navarra Pavement Rehabilitation Project -Bid Opening Log
Project No. ST-118

Bid Schedule				Engineer's Estimate (LS)		ATP General Engineering Contractors		Granite Construction Company		Vance Corp		Onyx Paving Company		Matich Corp	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	\$70,000.00	\$70,000.00	\$90,000.00	\$90,000.00	\$9,500.00	\$9,500.00	\$100,539.15	\$100,539.15	\$187,100.00	\$187,100.00	\$314,000.00	\$314,000.00
2	Dust Control/Stormwater Best Management Practices (BMP's)	1	LS	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$4,000.00	\$4,000.00	\$12,658.35	\$12,658.35	\$50,000.00	\$50,000.00	\$6,500.00	\$6,500.00
3	Traffic Control/Site Protection	1	LS	\$30,000.00	\$30,000.00	\$120,000.00	\$120,000.00	\$10,000.00	\$10,000.00	\$39,995.17	\$39,995.17	\$98,000.00	\$98,000.00	\$100,000.00	\$100,000.00
4	Grind/Remove Existing Asphalt, Agg. Base, and/or Subgrade to 4" Depth (S) (F)	268,000	SF	\$1.25	\$335,000.00	\$0.65	\$174,200.00	\$0.70	\$187,600.00	\$0.68	\$182,240.00	\$1.15	\$308,200.00	\$0.99	\$265,320.00
5	Remove & Replace Existing Speed Hump	9	EA	\$5,000.00	\$45,000.00	\$2,750.00	\$24,750.00	\$3,400.00	\$30,600.00	\$3,765.51	\$33,889.59	\$6,000.00	\$54,000.00	\$2,900.00	\$26,100.00
6	Construct 4" AC Over Re-compacted Subgrade (F)	268,000	SF	\$3.00	\$804,000.00	\$2.25	\$603,000.00	\$3.00	\$804,000.00	\$2.81	\$753,080.00	\$2.90	\$777,200.00	\$3.14	\$841,520.00
7	Adjust Existing Water Valve to Grade Per CVWD Std. W-17 & W-18	41	EA	\$2,000.00	\$82,000.00	\$1,550.00	\$63,550.00	\$1,550.00	\$63,550.00	\$1,793.52	\$73,534.32	\$1,600.00	\$65,600.00	\$1,760.00	\$72,160.00
8	Adjust Existing Manhole to Grade Per COC Std. D-10	23	EA	\$2,500.00	\$57,500.00	\$1,175.00	\$27,025.00	\$1,175.00	\$27,025.00	\$1,359.61	\$31,271.03	\$1,300.00	\$29,900.00	\$1,330.00	\$30,590.00
9	Paint Striping & Markings Per Plan	1	LS	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$16,503.00	\$16,503.00	\$15,042.46	\$15,042.46	\$14,000.00	\$14,000.00	\$14,800.00	\$14,800.00
10	Install/Modify Signage Per Plan	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$11,128.00	\$11,128.00	\$1,041.40	\$1,041.40	\$1,000.00	\$1,000.00	\$1,020.00	\$1,020.00
11	Mobilization	1	LS	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$9,363.00	\$9,363.00	\$46,371.49	\$46,371.49	\$147,200.00	\$147,200.00	\$170,000.00	\$170,000.00
12	Dust Control/Stormwater Best Management Practices (BMP's)	1	LS	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$4,000.00	\$4,000.00	\$11,848.37	\$11,848.37	\$40,000.00	\$40,000.00	\$6,400.00	\$6,400.00
13	Traffic Control/Site Protection	1	LS	\$25,000.00	\$25,000.00	\$64,000.00	\$64,000.00	\$10,000.00	\$10,000.00	\$21,915.52	\$21,915.52	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00
14	Grind/Coldmill Existing Asphalt (2" Thick) (S) (F)	220,000	SF	\$2.50	\$550,000.00	\$0.30	\$66,000.00	\$0.50	\$110,000.00	\$0.35	\$77,000.00	\$0.48	\$105,600.00	\$0.52	\$114,400.00
15	Fill Cracks and Construct 2" Hot Mix Asphalt Overlay (F)	220,000	SF	\$2.50	\$550,000.00	\$1.30	\$286,000.00	\$1.70	\$374,000.00	\$1.77	\$389,400.00	\$1.60	\$352,000.00	\$1.70	\$374,000.00
16	Remove & Replace Existing Speed Hump	6	EA	\$5,000.00	\$30,000.00	\$3,750.00	\$22,500.00	\$3,400.00	\$20,400.00	\$3,523.94	\$21,143.64	\$6,000.00	\$36,000.00	\$2,900.00	\$17,400.00
17	Adjust Existing Water Valve to Grade Per CVWD Std. W-17 & W-18	52	EA	\$2,000.00	\$104,000.00	\$1,550.00	\$80,600.00	\$1,550.00	\$80,600.00	\$1,793.52	\$93,263.04	\$1,600.00	\$83,200.00	\$1,760.00	\$91,520.00
18	Adjust Existing Manhole to Grade Per COC Std. D-10	32	EA	\$2,500.00	\$80,000.00	\$1,175.00	\$37,600.00	\$1,175.00	\$37,600.00	\$1,359.61	\$43,507.52	\$1,300.00	\$41,600.00	\$1,330.00	\$42,560.00
19	Full Depth Asphalt Removal & Repair (Additional 2" Removal & 2" Replacement) (D)	1,000	SF	\$4.50	\$4,500.00	\$5.00	\$5,000.00	\$9.00	\$9,000.00	\$6.86	\$6,860.00	\$10.00	\$10,000.00	\$17.80	\$17,800.00
20	Paint Striping & Markings Per Plan	1	LS	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$7,001.00	\$7,001.00	\$13,885.35	\$13,885.35	\$13,000.00	\$13,000.00	\$13,700.00	\$13,700.00
21	Install/Modify Signage Per Plan	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$6,553.00	\$6,553.00	\$347.13	\$347.13	\$400.00	\$400.00	\$340.00	\$340.00
		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL					\$2,899,500.00		\$1,816,225.00		\$1,832,423.00		\$1,968,833.53		\$2,484,000.00		\$2,590,130.00

Indicates Staff correction of the math.

Indicates Apparent Low Bidder



STAFF REPORT
5/8/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Approve an Additional Segment for the Commercial Corridor Façade Improvement Grant Program Along Sixth Street Between Cesar Chavez Street and Grapefruit Boulevard to Beautify and Revitalize Additional Commercial Properties in the Pueblo Viejo Downtown District

STAFF RECOMMENDATION:

Staff recommends that the City Council considers approving an additional segment for the Commercial Corridor Façade Improvement Grant Program along Sixth Street between Cesar Chavez Street and Grapefruit Boulevard to beautify and revitalize additional commercial properties in the Pueblo Viejo Downtown District. The Commercial Corridor Façade Improvement Program was previously approved by the City Council at its regularly scheduled meeting of February 28, 2024 for the segment along Cesar Chavez Street between Sixth Street and Avenue 52. This new request to add this additional segment is being brought forward for consideration after multiple property owners on Sixth Street came forward to request to be included.

BACKGROUND:

The Commercial Façade Improvement Grant Program (“Program”) is an endeavor of the City of Coachella to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Downtown Pueblo Viejo Area and the segment of Cesar Chavez Street between Sixth Street and Avenue 52. The long-term objective is to upgrade the Downtown Pueblo Viejo Area on Cesar Chavez Street between Sixth Street and Avenue 52 and Sixth Street between Cesar Chavez Street and Grapefruit Boulevard, by improving the physical appearance of the area, encouraging the retention of existing businesses, increasing property values, tenant stability, and lease rates for the properties. The program also seeks to fund improvements which create outdoor dining or gathering spaces to promote activity in the downtown.

DISCUSSION/ANALYSIS:

The City will provide architectural design services to approved applicants, up to a maximum of ten (10) hours, for exterior commercial building façade improvements. The City will also

reimburse applicants for the services of a professional designer (for paint/signage/awnings selection) for up to five (5) hours.

Façade Improvement Grants

- Mini-Grant – This grant provides for reimbursement of up to Five Thousand dollars (\$5,000) for commercial building façade improvements with no match requirement. Projects must be completed within 12 months of grant approval or Building Permit issuance.
- Matching Grant – This grant will provide a reimbursable matching grant of eligible project costs, up to a maximum of Fifty Thousand dollars (\$50,000). The total cost of the improvement work must be more than Five Thousand dollars (\$5,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs. Projects must be completed within 18 months of Building Permit issuance.

Grant proceeds are to be used for labor and materials directly related to the façade construction. Tools may not be purchased with grant funds, but tool rental is allowable. Program funds are to be used for exterior building improvements rather than simple routine maintenance.

Eligible Improvements

The following are examples of activities that may be eligible for reimbursement. The project is more likely to be funded if an improvement entails one or more of the activities listed below. All projects will be evaluated based on how they meet the purpose of the Program.

- Awnings and Canopies: Installation of permanent awnings and canopies.
- Exterior Walls: Repair, restore or rebuild vertical or parapet walls, including cleaning, sealing, tuckpointing, patching, painting or replacement of siding or masonry.
- Exterior Building Materials: Removal of exterior building materials on the façade that are not original or are in excess to the building.
- Exterior Doors: Repair, restore, replace, and install doors and hardware used to provide public access.
- Exterior Windows: Install, replace or repair windows, frames, sills, glazing or glass.
- Shutters: Repair, restoration, replacement or addition of exterior shutters, where they relate to exterior windows.
- Gutters and Downspouts: Install, replace or repair gutters and downspouts.
- Stairs, Sidewalks, Porches, Porticos, Railings or Colonnades: Repair, replace or install these exterior elements where they affect access to the building.
- Signs: Installation of permanent wall signs, monument signs, etc. in conjunction with a comprehensive façade improvement project.
- Outdoor Seating Areas: The installation of hardscape or permanent structures related to outdoor seating areas.
- Exterior Lighting: On the front of a building.
- Landscaping: Install and/or maintain plantings of trees, shrubs, and perennials on private property immediately adjacent to the street side of a building.
- Screening of mechanical equipment or utilities at grade or on the roof: Installation of

- screening, such as fencing or landscaping, which is visible from the street.
- Fencing: Decorative metal fencing that is visible from the street.
- Code Improvements: Exterior improvements required to make the building ADA compliant or to meet life, safety, building or zoning regulations.
- Dumpster enclosures

Eligibility Criteria

- Owners and/or tenants of commercial properties in a Program Eligibility Area that meet the Small Business Administration (SBA) definition for a small business in their unique North American Industry Classification (NAICS) codes.
- Non-profit organizations, as defined by Section 501(c) of the Internal Revenue Code, will also be eligible.
- Owners and/or tenants of commercial properties in a Program Eligibility Area.
- Tenant must receive approval from property owner.
- Owner must have owned the building prior to January 1, 2021.
- Tenant must have been in business at the location prior to January 1, 2021.
- Property must currently be in compliance with all Zoning and Unified Development Code requirements or commit to complying prior to completion of the proposed project.
- Applicant and/or property owners must be current on all City property taxes.
- No City liens against applicant and/or property owner.
- Property and all proposed improvements must face and be visible from the public right-of-way.
- Ability to meet program insurance requirements.

Ineligible Applicants

- Franchisors (local or non-local)
- Gambling/Gaming Businesses
- Sexually Oriented Businesses
- Payday & Auto Loan Providers
- Liquor Stores
- Tobacco, CBD, and Vape Stores
- Government owned and/or occupied buildings
- Any business in which a City employee or officer has a financial interest, as defined in the City's Ethics Code

Program Eligible Areas

Commercial properties along the Cesar Chavez Street corridor between Sixth Street and Avenue 52 and Sixth Street between Cesar Chavez Street and Grapefruit Boulevard.

Process

- Submit an application for grant funds. Submit a completed application detailing all exterior improvements and an itemized estimate of the total project cost. Be as specific as

possible. The project list may contain improvements beyond what would be funded by the grant. Projects that include conceptual architectural plans shall be considered favorably. All proposed façade projects/remodels must be approved by the Development Services Director and Economic Development Director prior to being accepted into the program.

- Informational Meeting. Applicants will meet with representatives from Planning + Building to review the entitlement process + building permit process and to answer any questions that the businesses may have.
- City Staff will review grant applications. Staff will review the application with the business owner, discuss the scope of work, determine a timeline and review the remaining process for the grant.
- Economic Development + Planning Subcommittee will consider request and select grant awardees. Selection preference will be provided to projects which create new outdoor dining and activity spaces. City Council will authorize awards.
- Grant funds reserved. Upon approval of a grant application, including scope of work and timeline, an agreement will be signed between the applicant and City.
- Planning Approval. If planning approval is required, the applicant is responsible for submitting project plans prepared by a licensed architect through the Planning Division.
- Building Permit Approval. If a Building Permit is required, the applicant is responsible for submitting plans that meet all Code requirements through the Building Division.
- Complete Work. After receiving all required approvals and permits the applicant shall complete the improvements within twelve (12) months for Mini-Grants and eighteen (18) months for Matching Grants. The applicant shall be responsible for contacting City staff to request an extension if necessary. An extension is not guaranteed.
- Submit invoices, receipts, and proof of payment. The applicant shall save all documentation as required and submit within 30 days of project completion or Building permit final.

Implementation of Work

- The City of Coachella will reserve the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the City of Coachella City Council.
- All improvements shall conform to the City of Coachella Building Codes, Zoning Ordinance, and applicable Design Guidelines. Proposed façade remodels are required to comply with the Zoning Ordinance. Project improvements commenced prior to the City's issuance of a Notice to Proceed are not eligible for this Program.

- City staff will be available to work with approved applicants to assist in the coordination of the project. City staff will carry out periodic inspections.

FISCAL IMPACT

This program is recommended to be funded from the General Fund in the amount of \$1,000,000.

ALTERNATIVES

1. Approve an Additional Segment for the Commercial Corridor Façade Improvement Grant Program Along Sixth Street Between Cesar Chavez Street and Grapefruit Boulevard to Beautify and Revitalize Additional Commercial Properties in the Pueblo Viejo Downtown District
2. Do not approve the additional segment.

ATTACHMENTS:

1. Commercial Corridor Façade Improvement Grant Program Guidelines



CITY OF COACHELLA
ECONOMIC DEVELOPMENT DEPARTMENT

COMMERCIAL CORRIDOR FAÇADE IMPROVEMENT GRANT PROGRAM GUIDELINES

Commercial Corridor Façade Improvement Grant Program Guidelines

1. PROGRAM OVERVIEW

The Commercial Façade Improvement Grant Program (“Program”) is an endeavor of the City of Coachella to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Downtown Pueblo Viejo District and the segment of Cesar Chavez Street between Avenue 52 and Sixth Street and Sixth Street between Cesar Chavez Street and Grapefruit Boulevard.

The Program offers two types of façade improvement grants, as well as up to a maximum of ten hours of architectural fees or five hours of design assistance to help cover design costs. The Program runs concurrent to the City’s fiscal year schedule (July 1 – June 30). The Program features open enrollment; applications shall be considered on a first-come, first-served basis.

The long-term objective is to upgrade the Downtown Pueblo Viejo District and the segment of Cesar Chavez Street between Avenue 52 and Sixth Street and Sixth Street between Cesar Chavez Street and Grapefruit Boulevard, by improving the physical appearance of the area, encouraging the retention of existing businesses, increasing property values, tenant stability, and lease rates for the property. The program also seeks to fund improvements which create outdoor dining or gathering spaces to promote activity in the downtown.

2. PROGRAM COMPONENTS

A. Architectural Design or Design Assistance

The City will provide architectural design services to approved applicants, up to a maximum of ten hours, for exterior commercial building façade improvements. The City will also reimburse applicants for the services of a professional designer (for paint/signage/awnings selection) for up to five hours.

B. Façade Improvement Grants

- i. Mini-Grant – This grant provides for reimbursement of up to Five Thousand dollars (\$5,000) for commercial building façade improvements with no match requirement. Projects must be completed within 12 months of grant approval or Building Permit issuance.
- ii. Matching Grant – This grant will provide a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of One Hundred Thousand dollars (\$100,000) The total cost of the improvement work must be more than Five Thousand dollars (\$5,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs. Projects must be completed within 18 months of Building Permit issuance.

Grant proceeds are to be used for labor and materials directly related to the façade construction. Tools may not be purchased with grant funds, but tool rental is allowable. Program funds are to be used for exterior building improvements rather than simple routine maintenance.

All improvements completed through the Façade Improvement Program are “public work” as that term is used in Section 1720 of the California Labor Code. In accordance with Labor Code section 1720 et seq., prevailing wages shall be paid for all façade improvements. Use of volunteer labor is not allowed. All estimates and payments for construction and installation of façade improvements shall include prevailing wages, and shall otherwise comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6 and 1813 of the California Labor Code and all other applicable laws and regulations with respect to prevailing wages. Participants in the program are responsible for ensuring that the improvements are in compliance with the Prevailing Wage Law.

Disbursement of grant proceeds to approved applicants will be in a reimbursement payment issued after City deems the project complete, and upon the submission of invoices and proof of payment and subject to approval of those invoices and proofs of payment by City staff. Construction shall be completed within 120 days after the City issued Notice to Proceed. If the project extends beyond the scheduled completion date, prior staff approval is required.

This program is primarily geared toward commercial property owners. However, business owners who have long-term leases (five or more years) wishing to participate in the Façade Improvement Program may also apply. Applications for business owners will be reviewed on a case-by-case basis.

C. Fee Exemption

Applicants for this program are exempt from planning and building permit fees by the City Manager, who is authorized to waive City fees associated with this program. This fee exemption does not apply to fees mandated by the State of California including, but not limited to, the Strong Motion Instrument program fee and the California Green Building fees.

3. ELIGIBILITY

D. Eligible Applicants/Areas

Owners or long term tenants* of commercially zoned property located within one of the following areas are eligible to apply for assistance:

- **Cesar Chavez Street between Avenue 52 and Sixth Street**
- **Sixth Street between Cesar Chavez Street and Grapefruit Boulevard**

**Tenants with long-term leases (five or more years remaining on the lease at the time a Program application is submitted) must have the property owner’s written consent before any improvements are made. In addition, the grant application must be signed by the property owner.*

E. Eligible Types of Improvements

All improvements shall conform to City Building Codes, Zoning Ordinance, and applicable Design Guidelines. Eligible improvements include, but are not limited to:

- Removal of old signs, awnings and other exterior clutter
- Exterior painting

- Repair or replacement of exterior siding (including the construction of new façade elements and architectural details)
- Installation of new entry doors that meet ADA accessibility requirements
- Installation of display windows
- Installation of new canvas awnings over windows and entries
- Installation of new signs
- Installation of new exterior lighting
- Installation of permanent landscaping
- Exterior mandatory Title 24 upgrades
- Construction of outdoor dining or gathering spaces

Additional improvements that are deemed to be consistent with the intent of the program will be reviewed and approved/disapproved on a case-by-case basis by the Economic Development Director and Development Services Director.

4. Grant Process

- F. Submit an application for grant funds. Submit a completed application detailing all exterior improvements and an itemized estimate of the total project cost. Be as specific as possible. The project list may contain improvements beyond what would be funded by the grant. Projects that include conceptual architectural plans shall be considered favorably. All proposed façade projects/remodels must be approved by the Development Services Director prior to being accepted into the program.
- G. Informational Meeting. Applicants will meet with representatives from Planning & Building to review the entitlement process and building permit process and to answer any questions that the businesses may have.
- H. City Staff will review grant applications. Staff will review the application with the business owner, discuss the scope of work, determine a timeline and review the remaining process for the grant.
- I. The Economic Development and Planning Sub-Committee will consider request and select grant awardees. Selection preference will be provided to projects which significantly revitalize and beautify the Cesar Chavez Street corridor between Avenue 52 and Sixth Street and Sixth Street between Cesar Chavez Street and Grapefruit Boulevard.
- J. Grant funds reserved. Upon approval of a grant application, including scope of work and timeline, an agreement will be signed between the applicant and City.
- K. Planning Approval. If planning approval is required, the applicant is responsible for submitting project plans prepared by a licensed architect through the Planning Division.
- L. Building Permit Approval. If a Building Permit is required, the applicant is responsible for submitting plans that meet all Code requirements through the Building Division.
- M. Complete Work. After receiving all required approvals and permits the applicant shall complete the improvements within twelve (12) months for Mini-Grants and eighteen

(18) months for Matching Grants. The applicant shall be responsible for contacting City staff to request an extension if necessary. An extension is not guaranteed.

- N. Submit invoices, receipts, and proof of payment. The applicant shall save all documentation as required and submit within 30 days of project completion or Building permit final.

5. FUNDING

Funding for this Program is appropriated by the City of Coachella City Council as part of its annual budget process. There is no guarantee of the amount of funds that will be appropriated each year. Funds for the Program are available on a first come, first served basis. If funds are exhausted at the time of application submittal, staff will retain the application. If additional funds become available, staff will contact applicants in the order applications were received.

O. Grant Amounts

Eligible property owners or tenants who propose façade improvements can apply for one of two grants.

1. Mini-Grant
This grant provides reimbursement for commercial building façade improvements to approved applicants in the amount of up to Five Thousand Dollars (\$5,000), with no match requirement.
2. Matching Grant
This grant provides reimbursement to approved applicants for a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of One Hundred Thousand Dollars (\$100,000). The total cost of the façade remodel must be more than Five Thousand dollars (\$5,000). Receipt of a Matching Grant requires the applicant to contribute one- third of the total cost of the façade remodel, and to document its expenditures.

The City of Coachella reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the City of Coachella City Council.

Commercial Corridor Façade Improvement Grant Program Application

Please fill out this application completely and submit or send

to: City of Coachella
Attention: Economic Development Department
53462 Enterprise Way
Coachella, CA 92236
(760) 262-6263
cjimenez@coachella.org

SECTION 1. APPLICANT INFORMATION

Name: _____

Circle All That Apply: Property Owner Business Owner/Tenant

Business Name: _____

Property Address: _____

Mailing Address: _____

Assessor's Parcel Number: _____

Daytime Phone Number: _____

Email: _____

Total Number of Businesses in Building: _____

Name(s) of Other Businesses: _____

SECTION 2. PROPERTY OWNER INFORMATION *(complete if tenant is applicant)*

Property Owner Name: _____

Property Owner Mailing Address: _____

Property Owner Daytime Phone Number: _____

As the legal owner of the above property, I hereby grant authorization to complete the façade improvements indicated on this application.

Signature: _____

Date: _____

SECTION 3. FUNDING

Grant (please check one):

- Mini-Grant (*Reimbursement in the amount up to \$5,000*)
- Matching Grant (*Reimbursement of two-thirds the total project cost up to \$100,000 with a minimum total project cost above \$5,000*)

Grant Amount Requested: \$ _____

Estimated Total Project Cost: \$ _____

SECTION 4. SCOPE OF WORK

General Description of Work:

SECTION 5. ACKNOWLEDGMENT

We certify that the owner is the property owner of record and that there are no current code enforcement actions pending against the property.

I have read and understand the Program Guidelines and accept them.

I certify that I am qualified and will abide by such conditions set forth in this application and all reasonable conditions which may be issued by the City of Coachella in the implementation of this project.

Property Owner(s) Signature: _____ Date: _____

_____ Date: _____

Business Owner(s) Signature: _____ Date: _____

_____ Date: _____



STAFF REPORT
5/8/2024

To: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Adopt Resolution No. 2024-16 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation for the FY 2025-2026 Multimodal Project Discretionary Grant Opportunity Under the National Infrastructure Project Assistance Grants Program in the Amount of \$43,692,800

STAFF RECOMMENDATION:

Staff recommends that the City Council considers adopting Resolution No. 2024-16 authorizing the City Manager to submit an application to the U.S. Department of Transportation for the FY 2025-2026 Multimodal Project Discretionary Grant Opportunity Under the National Infrastructure Project Assistance Grants Program in the Amount of \$43,692,800

BACKGROUND:

In November 2021, the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), was passed into law. The Bipartisan Infrastructure Law established two new programs (Mega and Rural) and reauthorized one preexisting program (INFRA). For FY 2025-2026, it is anticipated that this grant opportunity will award \$5.1 billion dollars.

1. Mega: \$1.7 billion in funding for the National Infrastructure Project Assistance grants program, known as the “Mega” grants program.
2. Rural: \$780 million in funding for the Rural Surface Transportation Grant program, known as “Rural”.
3. INFRA: Approximately \$2.7 billion in funding to be made available for the Nationally Significant Multimodal Freight and Highways Projects grants program, known as “INFRA”.

The funding opportunities are awarded on a competitive basis for surface transportation infrastructure projects – including highway and bridge, intercity passenger rail, railway-highway grade crossing or separation, wildlife crossing, public transportation, marine highway, and freight projects, or groups of such projects – with the following being the main objectives:

1. Invest in surface transportation infrastructure projects of national or regional significance, or improve/expand infrastructure in rural areas; and
2. Support projects that are consistent with the Department's strategic goals: improve safety, economic strength and global competitiveness, equity, and climate and sustainability.

DISCUSSION/ANALYSIS:

The City of Coachella is submitting an application for Mega funding in the amount of \$43,692,800 for the SR-86 Avenue 50 New Interchange Project. Proposed improvements include the realignment and widening of Avenue 50 from the existing two-lane roadway to a six-lane major arterial, and the realignment of Tyler Street on both the east and west sides of SR-86.

The project will improve safety by implementing an overcrossing structure eliminating potential conflicts between mainline and crossing traffic at the existing at-grade crossing. The existing accident rates are currently higher than statewide average. The new interchange will also add and encourage more active transportation, allowing traffic to keep flowing and reducing both greenhouse gases and idling.

Consistent with the California State Transportation Agency's (CalSTA) Climate Action Plan for Transportation Infrastructure (CAPTI), the project will include sidewalks and portion of CV Link access ramps promoting walking, biking, and LSEV, resulting in reducing greenhouse gas emissions (GHG).

The project is located within the Qualified Opportunity Zone, the SB 535 Disadvantaged Communities and AB 1550 Low-income Communities. The project will act as a catalyst to stimulate economic development by providing better employment and housing opportunities. It will also create environmental sustainability and resiliency benefits for the residents to work locally, resulting in fewer vehicle miles traveled (VMT) in accordance with CAPTI guiding principles.

FISCAL IMPACT

Submission of this grant application has no fiscal impact on the City of Coachella.

ALTERNATIVES:

1. Adopt Resolution No. 2024-16 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation for the FY 2025-2026 Multimodal Project Discretionary Grant Opportunity Under the National Infrastructure Project Assistance Grants Program in the Amount of \$43,692,800
2. Not Adopt Resolution No. 2024-16 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation for the FY 2025-2026 Multimodal Project Discretionary Grant Opportunity Under the National Infrastructure Project Assistance Grants Program in the Amount of \$43,692,800

ATTACHMENTS:

1. Resolution No. 2024-16

RESOLUTION NO. 2024-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA,
CALIFORNIA AUTHORIZING THE CITY MANAGER TO SUBMIT AN
APPLICATION TO U.S. DEPARTMENT OF TRANSPORTATION FOR THE FY 2025-
2026 MULTIMODAL PROJECT DISCRETIONARY GRANT OPPORTUNITY UNDER
THE NATIONAL INFRASTRUCTURE PROJECT ASSISTANCE GRANTS PROGRAM
IN THE AMOUNT OF \$43,692,800**

WHEREAS, the U.S. Department of Transportation (“Grantor”) Released a Notice of Funding Opportunity for the submittal of applications for its Multimodal Project Discretionary Grant (“Grant”) dated March 25, 2024; and

WHEREAS, the Grant opportunity contains three grant programs: the National Infrastructure Project Assistance grants program (Mega), the Nationally Significant Multimodal Freight and Highway Projects grants program (INFRA), and the Rural Surface Transportation Grant program (Rural); and

WHEREAS, the City has determined that it is in its best interests to submit an application for the National Infrastructure Project Assistance grants program funds to realign and widen Avenue 50 from the existing two-lane roadway to a six-lane major arterial, and realign Tyler Street on both the east and west sides of SR-86; and

WHEREAS, City shall submit an application to the Grantor to participate in the Grant program and for an allocation of \$43,692,800 for its proposed SR-86 Avenue 50 interchange project; and

WHEREAS, the City is familiar with the terms, conditions and limitations of such Grant; and

WHEREAS, the City is willing and able to conform to each of the terms, conditions, and limitations imposed upon any such Grant to the City; and

WHEREAS, the City understands that the Grantor must approve said application and will require the City to execute a Grant Agreement and other necessary documents upon approval; and

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE
CITY OF COACHELLA, CALIFORNIA, AS FOLLOWS:**

SECTION 1: That the City Manager, or his designee, is hereby authorized to execute an application for Grant funds for the purpose of obtaining financial assistance provided by the U.S. Department of Transportation.

SECTION 2: The City of Coachella hereby agrees to comply with each and all of the terms, conditions, and limitations imposed by the Grantor upon said Grant, and the City Manager, or his designee, is hereby authorized and directed to execute any applications, agreements, assurance, extensions, amendments or other documents as may be necessary in connection with acceptance and implementation of said Grant as may be required by the Grantor.

PASSED, APPROVED and ADOPTED this 8th day of May, 2024.

Steven A. Hernandez
Mayor

ATTEST:

Angela 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. 2024-16 was duly adopted by the City Council of the City of Coachella at its regular meeting thereof, held on the 8th day of May, 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk



STAFF REPORT
5/8/2024

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Authorize the City of Coachella to Sponsor The Clown Family Entertainment's Dia Del Niño Event in the Amount of \$1,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider authorizing the City of Coachella to sponsor The Clown Family Entertainment for their Dia Del Niño event that took place at Bagdouma Park on Sunday, April 28, 2024 in the amount of \$1,000.

BACKGROUND:

Unfortunately, The Clown Family Entertainment group did not submit their request for sponsorship ahead of their scheduled event. The Dia Del Niño celebration was a community event that included The Clown Family Entertainment Group, who has entertained families throughout the Coachella Valley for years. The Clown Family's participation not only provided entertainment in the form of face painting and balloon animals, but also provided snacks and giveaways through raffles, that included toys and art supplies at no cost to the city's families. They are requesting sponsorship to help cover their costs for this event.

DISCUSSION/ANALYSIS:

Sponsorship of The Clown Family's Dia Del Niño participation demonstrates the City's commitment to supporting local businesses that also provide free entertainment to the City's families and children. The Dia Del Niño event is a positive example of the community coming together to recognize and celebrate Coachella's youth.

ALTERNATIVES:

1. Authorize the City of Coachella to Sponsor The Clown Family Entertainment's Dia Del Niño Event in the Amount of \$1,000
2. Not authorize the sponsorship request

FISCAL IMPACT:

Funding for this sponsorship will be through the General Fund.



STAFF REPORT
5/8/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Authorize the City Manager to execute Professional Services Agreements with LSA for On-Call Professional Planning Consultant Services

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached Professional Services Agreement with LSA for On-Call Professional Planning Consultant Services.

BACKGROUND:

In 2021, the Development Services Department established a list of qualified on-call Professional Planning Consultant Services to assist with Project Management/Entitlements, Long Range Planning, Environmental Review Analysis, Fiscal Impact Analysis, Design Review, and Landscape Architecture. LSA is a professional planning consultant that was approved and included in the City's list of qualified consultant. The Development Services Department has an increased need for on-call professional planning consulting services related to current planning and long-range planning efforts due to existing vacancies in the Planning Division and an increase in development applications submitted to the City.

DISCUSSION/ANALYSIS:

Attached to this staff report is a draft Professional Services Agreement for LSA to provide on-call professional planning consultant services for a term of a year until March 1, 2026. The consultant will provide assistance with environmental services to the Planning Division for projects that involve environmental review. A task order for \$33,629 is included for preparation of an Initial Study for the annexation of Pocket 7 and Mesquite areas into the City of Coachella.

ALTERNATIVES:

1. Authorize the City Manager to execute a Professional Services Agreement with LSA in the amount of \$200,000 and a task order of \$33,629 for preparation of an initial study for Pocket 7/Mesquite area.
2. Continue this item and provide staff direction.

FISCAL IMPACT:

The fiscal impact of this action would immediately be \$33,629 and would require an appropriation from the General Fund. Environmental services from the planning consultant will be secured on an as needed basis based on the fee schedule provided in the PSA.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachment:

1. Professional Services Agreement (PSA) with LSA
2. Task Order #1 – Pocket 7/Mesquite Initial Study

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of May, 2024, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, County of Riverside, State of California ("City") and LSA with its principal place of business at 3111 E. Taquitz Canyon Way, Suite 109, Palm Springs Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the current planning project management, long range planning and environmental review analysis projects ("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 planning consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, 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 May 9, 2024 to March 1, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 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 maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 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 the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. 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. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

3.3.4 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. The key personnel for performance of this Agreement are as follows:

- Amanda Durgen, Principal
- Trevor Wimmer, Senior Environmental Planner

3.3.5 City's Representative. The City hereby designates Gabriel Perez, Development Services Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Amanda Durgen, Principal, or his/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/her 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.

3.3.7 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.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term 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

subconsultants 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.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 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.

3.3.11 Insurance. *****CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE*****

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): *****INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE***** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with

regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): *****INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE*****(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 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 Worker's 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 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. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel

of City's choosing), 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. 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.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must

include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant: LSA
3111 E. Tahquitz Canyon Way, Suite 109
Palm Springs, CA 92262
ATTN: Amanda Durgen

City: City of Coachella
53990 Enterprise Way
Coachella, CA 92236
ATTN: Gabriel Perez, Development Services Director

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 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"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents &

Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & 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.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 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.

3.7.6 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.

3.7.7 Attorneys' 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 attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services 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.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

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

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

3.7.15 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.

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

3.7.17 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.

3.7.18 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. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 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.

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

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions. *****INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***** When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF COACHELLA AND LSA

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF COACHELLA

LSA

Approved By:

Gabriel D. Martin, Ph.D.
City Manager

By: _____

Its: _____

Approved as to Form:

Printed Name: _____

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Attested By:

Printed Name: _____

City Clerk

EXHIBIT "A" SCOPE OF SERVICES

- Preparation and processing of all types of CEQA documents, including but not limited to, Full-Scope and Focused EIRs, Program EIRs, Supplemental EIRs, Initial Studies, Categorical Exemptions, Negative Declarations, and Mitigated Negative Declarations;
- Preparation and/or the peer review of biological resources assessments, including focused species surveys and jurisdictional delineations;
- Preparation and/or the peer review of cultural, historic, archaeological, and paleontological resources assessments; and
- Preparation and/or the peer review of air quality studies, health risk assessments, greenhouse gas emission estimates, and global climate change analyses, noise impact assessments, water quality reports and floodplain studies, and traffic impact analyses.

**EXHIBIT "B"
SAMPLE TASK ORDER FORM**

Task Order No. _____

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$_____,_____.00

Completion Date: _____

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF COACHELLA

[INSERT NAME OF CONSULTANT]

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT "C" COMPENSATION

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$200-350
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$140-250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$130-230
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager/Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$110-165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$105-135
Field Services							
Senior Field Crew/Field Crew							\$85-120
Office Services							
Graphics							\$125-150
Marketing							\$115-195
Office Assistant							\$100-140
Project Assistant							\$105-135
Research Assistant/Intern							\$75-100
Word Processing/Technical Editing							\$105-135

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.
² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2023¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	Cost
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

¹ Direct costs shall be reimbursed at cost plus 10 percent.

**EXHIBIT "B"
SAMPLE TASK ORDER FORM**

Task Order No. 1

Agreement: IS/MND Pocket 7 and Mesquite Annexation

Consultant: LSA

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

The proposed project that is the subject of the IS/MND involves annexation of the area generally bounded by Jackson Street on the west, approximately 0.25 mile north of 51st Avenue on the north, Calhoun Street on the east, and 52nd Avenue on the south. In July 2023, the City adopted an Addendum to the General Plan adding this same area into the City’s Sphere of Influence (SOI). With that discretionary action, the City also adopted a new General Plan land use designation, Estate Rancho, which accommodates low intensity residential development in an estate or low-density suburban format, consistent with the land use designation and density previously identified in this area under the County’s General Plan. The scope of the proposed project involves annexing an area already in the City’s SOI and consistent with the land use designations. This proposal assumes that the City will provide supporting documentation demonstrating that the City has existing capacity to provide public services and utilities to the P7 area. As such, it is anticipated the proposed project would not result in significant and unavoidable environmental effects, and preparation of an IS/MND would be the appropriate CEQA documentation. The IS/MND will contain a discussion of each environmental topic contained in the Statewide CEQA Guidelines Appendix G. LSA’s proposed Work Program (Scope of Services, Project Schedule, and Project Budget) is attached.

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$33,629.00

Completion Date: October 30, 2024

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF COACHELLA

LSA

Dated: _____

Dated: _____

By: _____

By: _____



- CLOVIS
- IRVINE
- LOS ANGELES
- PALM SPRINGS
- POINT RICHMOND
- RIVERSIDE
- ROSEVILLE
- SAN LUIS OBISPO

April 22, 2024

Gabriel Perez, Development Services Director
Coachella Development Services, Planning Division
53990 Enterprise Way
Coachella, CA 92236

Subject: Proposal to Prepare an Initial Study/Mitigation Negative Declaration for the annexation of Pocket 7 into the City of Coachella

Dear Mr. Perez:

LSA is pleased to submit this proposal for preparation of an Initial Study/Mitigation Negative Declaration (“proposed project”) for the annexation of Pocket 7 (P7; previously added to the Sphere of Influence in July 2023) into the City of Coachella. We consider it a privilege to provide services to the City of Coachella for the proposed project.

Amanda Durgen will serve as the Principal in Charge for this project, and Trevor Wimmer will serve as the Project Manager. Together, they will provide the City with a professional approach, prompt service, and a high-quality product that will meet the requirements of CEQA and the *California Environmental Quality Act (CEQA) Guidelines (State CEQA Guidelines)*. LSA can assure you that it will respond to any relevant issues or concerns that may arise, present options consistent with your goals, and preserve the priorities you have established.

The proposed project that is the subject of the IS/MND involves annexation of the area generally bounded by Jackson Street on the west, approximately 0.25 mile north of 51st Avenue on the north, Calhoun Street on the east, and 52nd Avenue on the south. In July 2023, the City adopted an Addendum to the General Plan adding this same area into the City’s Sphere of Influence (SOI). With that discretionary action, the City also adopted a new General Plan land use designation, Estate Rancho, which accommodates low intensity residential development in an estate or low-density suburban format, consistent with the land use designation and density previously identified in this area under the County’s General Plan. The scope of the proposed project involves annexing an area already in the City’s SOI and consistent with the land use designations. This proposal assumes that the City will provide supporting documentation demonstrating that the City has existing capacity to provide public services and utilities to the P7 area. As such, it is anticipated the proposed project would not result in significant and unavoidable environmental effects, and preparation of an IS/MND would be the appropriate CEQA documentation. The IS/MND will contain a discussion of each environmental topic contained in the *Statewide CEQA Guidelines Appendix G*. LSA’s proposed Work Program (Scope of Services, Project Schedule, and Project Budget) is attached.

Thank you in advance for your consideration of this proposal. Although every effort has been made to anticipate your needs, LSA welcomes the opportunity to discuss the details of its project approach in person. I confirm that this proposal will remain valid for 90 days. If you have any questions, please contact Amanda Durgen at (916) 905-3937 or amanda.durgen@lsa.net, or Trevor Wimmer at (760) 536-8804 or trevor.wimmer@lsa.net.

If you are in agreement with the scope of services and estimated budget, please sign below and return a copy to LSA.

Sincerely,
LSA Associates, Inc.



Amanda Durgen
Principal

Attachment: A: LSA's Work Program
 B: LSA's Standard Contract Provisions and Billing Rates

THE ABOVE STATED TERMS ARE HEREBY ACCEPTED AND AUTHORIZED (P7 Annexation: \$33,629.40)

CONSULTANT:

CLIENT:

LSA Associates, Inc.

Company

Company



Authorized Signature

Authorized Signature

Amanda Durgen

Name

Name

Principal

Title

Title

April 22, 2024

Date

Date

ATTACHMENT A

LSA'S WORK PROGRAM

LSA'S WORK PROGRAM

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, et seq.) – also known as the CEQA Guidelines – Section 15064 (a)(1) states that an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A negative declaration (ND) may be prepared instead if the lead agency finds that there is no substantial evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371).

Based on the information provided by the City, LSA is proposing the preparation of an IS/MND that will include an appropriate summary of impacts under the *State CEQA Guidelines Appendix G*. In accordance with the *State CEQA Guidelines*, should any significant unavoidable adverse impacts be identified, an IS/MND may not be the appropriate document. LSA would immediately appraise the City in the event that significant and unavoidable impacts are identified.

SCOPE OF SERVICES

The environmental work program presented below is based on LSA's knowledge of the proposed project. The following work tasks assume that the IS/MND is being prepared in order to address only the annexation that may result in significant new environmental impacts associated with the proposed project.

Task 1: Initial Study/Mitigated Negative Declaration

Subtask 1.1: Screencheck IS/MND

Based on information provided by City staff, LSA will prepare a Project Description defining the proposed project to be evaluated in the IS/MND.

LSA will prepare a Screencheck IS/MND utilizing data from City staff, including documentation demonstrating the City has sufficient capacity to provide public services and utilities to the P7 area. The IS/MND will summarize the results of the current technical data and provide sufficient substantial evidence to identify whether any significant environmental impacts would result from project implementation. The IS/MND will contain a discussion of each environmental topic contained in the *Statewide CEQA Guidelines Appendix G*. Based on LSA's understanding of the proposed project, no new technical work is anticipated to be required due to the fact that the proposed project includes no specific ground-disturbing activities, and the scope for such work is not included in this proposal.

If, in the course of conducting the environmental analyses for the proposed project, it is determined that a higher level of environmental documentation is required (for example, if it is determined that the proposed project would result in significant unavoidable impacts), LSA will notify City staff immediately and meet with the project team to review the analysis findings and amend the scope and budget as necessary.

The Screencheck IS/MND will be submitted to City staff in Microsoft Word and Adobe Acrobat Portable Document Format (PDF) formats for review.

The budget included as part of the proposed Scope of Work assumes one set of consolidated comments (i.e., staff comments from different departments must be consolidated) will be provided by City staff to LSA. No more than one round of review and comment are assumed, with no substantial new comments or new analysis required for the second round of revisions.

Subtask 1.2: Public Review Draft IS/MND

LSA will make any minor necessary revisions to the Screencheck Draft (up to 30 hours of professional time) and prepare the public review IS/MND.

LSA will also prepare the Notice of Availability (NOA), Summary Form, and Notice of Completion (NOC) as supporting documentation needed for public review and completion of the IS/MND. If approved by City staff, LSA will post the Public Review Draft IS/MND, NOA, Summary Form, and NOC on the State Clearinghouse website to initiate the 30-day review by public agencies. This scope assumes the City will be responsible for any local mailers, newspaper postings, and or publications announcing the availability of the Public Review Draft IS/MND.

LSA will provide the IS/MND and supporting documents to the City in Microsoft Word and Adobe Acrobat PDF formats.

Subtask 1.3: Response to Comments/ Final MND and Notice of Determination

LSA will review public and agency comments received on the IS/MND during the 30-day public review period and will prepare responses to CEQA comments and identify any necessary changes to the IS/MND in a memorandum format, as necessary. This scope and budget assume up to 24 hours to prepare responses to comments.

Should an unexpectedly large volume of comments be submitted, LSA will request an adjustment in the budget to cover work beyond the assumed level. LSA's budget assumes one round of City review of the memorandum prior to preparing a final version. LSA will submit the Final IS/MND to City staff for Planning Commission recommendation and City Council approval. At this time, LSA will also prepare a revised and updated Mitigation Monitoring Reporting Program, as necessary.

Upon adoption of the Final IS/MND, LSA would provide the City with the Notice of Determination (NOD) for submission to the Riverside County Assessor-Clerk-Recorder. Although LSA would prepare the NOD, it is the responsibility of the City to file the NOD with the County Assessor-Clerk-Recorder, and LSA will post the NOD electronically to the State Clearinghouse CEQAnet website (<https://ceqanet.opr.ca.gov/>) on the City's behalf. It will be the City's responsibility to pay any applicable NOD fees, including CDFW fees, if applicable.

Task 2: Project Management and Meeting Attendance

This task includes regular and effective coordination among LSA's Project Manager/Principal in Charge and City staff. The Project Management role provides a mechanism to ensure that there is an adequate exchange of information during project start-up and preparation of the IS/MND. This task includes notifying City staff of problems as they are encountered and working expeditiously to resolve problems

that may arise. Important elements of this task will be to maintain the project schedule, oversee the budget, and coordinate efforts with the project team. To facilitate dissemination of information, LSA's Project Manager will maintain ongoing verbal and email communication with City staff.

LSA's Project Manager will attend one (1) Planning Commission hearing and one (1) City Council hearing, if needed. A total of two meetings lasting no longer than three (3) hours each have been budgeted in this Scope of Work.

Any additional meetings beyond the two (2) meetings described above will be attended with the City's prior written approval on a time-and-materials basis.

PROJECT SCHEDULE

Based on LSA's understanding of the proposed project, preparation of the IS/MND can be completed within approximately 4.5 months. This schedule assumes timely receipt of necessary data from the City. LSA recommends that City staff and the LSA Project Manager review the attached schedule and make changes as necessary.

LSA assumes a shortened review time for City staff's review of the Screencheck IS/MND in the project schedule. If more than one (1) round of review is required for the Screencheck IS/MND, or the comments received are more extensive than anticipated, the schedule and budget would need to be adjusted accordingly.

LSA will aggressively endeavor to keep the proposed project on track. LSA also commits to providing sufficient staff to be available for assignment to the IS/MND. The schedule in Table A, below, reflects a best effort to complete the proposed project in a timely manner, while at the same time providing the time and attention necessary to ensure that the highest-quality analysis and products are received. The schedule reflected in Table A assumes receipt of the requisite materials and mapping by the Notice to Proceed.

Table A: Schedule

Tasks	Duration
TASK 1: IS/MND	
Subtask 1.1: Screencheck IS/MND	
Project Initiation	1 week
Preparation of Screencheck IS/MND	3 weeks
City Review of Screencheck IS/MND	2 weeks
Total	6 weeks
Subtask 1.2: IS/MND	
LSA revisions to the Screencheck IS/MND; and LSA preparation of a revised and updated MMRP, if necessary	1 week
City review of IS/MND and MMRP; and LSA final revisions to IS/MND and MMRP, if necessary	2 weeks
Public Review IS/MND	30 days
Response to Comments	2 weeks
Total	8 weeks
Subtask 1.3: Final IS/MND and NOD	
Planning Commission Hearing	1 day
City Council Hearing	1 day
Preparation of the NOD	1 day
Total	3 days
Complete IS/MND Schedule	4.5 months

Note: Schedule is based on receipt of needed materials and mapping by the Notice to Proceed (NTP) date.

MMRP = Mitigation Monitoring and Reporting Program

NOD = Notice of Determination

PROJECT BUDGET

LSA proposes to accomplish Tasks 1 and 2 as described in the Scope of Work for an estimated fee of \$33,629.40 (Fee), as shown in Table B, below.

Table B: Fee Estimate By Task

Task	Budget
Task 1: Initial Study/Mitigated Negative Declaration	-
Subtask 1.1: Screencheck IS/MND	\$15,571.50
Subtask 1.2: Public Review Draft IS/MND	\$5,869.50
Subtask 1.3: Final IS/MND and Notice of Determination	\$7,266.00
Task 2: Project Management and Meeting Attendance	\$4,830.00
Labor Subtotal	\$33,537.00
<i>Reimbursable Expenses</i>	<i>\$92.40</i>
TOTAL	\$33,629.40

The Fee will not be exceeded without your authorization. This Fee is based on LSA’s past experience related to the level of effort needed to complete the environmental process while maintaining the client’s objectives and the legal adequacy of the work products.

BUDGET SPECIFICATIONS AND REIMBURSABLE COSTS

Direct costs (including outside vendors used for photocopying) are to be reimbursed at cost, unless other arrangements are made in advance, and are not included in the hourly fee for professional services provided above.

Reimbursable expenses include mileage for site visits, team meetings, public meetings, and internal printing costs. A summary of LSA’s work products anticipated are provided in Table C, below.

Table C: Project Deliverables

LSA’s Work Products	Deliverable Quantities
Screencheck IS/MND	1 complete electronic copy (Microsoft Word and Adobe Acrobat PDF formats)
Public Review Draft IS/MND and MMRP	1 complete electronic copy (Microsoft Word and Adobe Acrobat PDF formats)
Notice of Availability, Notice of Completion, and Summary Form	1 complete electronic copy (Adobe Acrobat PDF format)
Final IS/MND	1 complete electronic copy (Microsoft Word and Adobe Acrobat PDF formats)
Notice of Determination	1 complete electronic copy (Adobe Acrobat PDF format) LSA will file with the County Clerk and State Clearinghouse on the City’s behalf. The City will be responsible for all required filing fees and public notices.

ATTACHMENT B

STANDARD CONTRACT PROVISIONS AND BILLING RATES

ATTACHMENT B

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. Invoices will be generated on a monthly basis based on the percentage of work completed and/or an agreed-upon schedule of values. The fixed fee includes all labor and expenses required to complete the defined scope of work. Any changes in the scope of work, significant delays, or additional tasks will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the same rates specified for hourly contracts unless other arrangements are made in advance.

Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services section of the attached proposal shall be provided on a time-and-materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus 10 percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

EXTRA SERVICES

Services provided by LSA under this Agreement are defined in the Scope of Services section of the attached proposal. The Scope of Services was created with the intent of executing the specific tasks and level of service requested by the client. Any additions, changes to the Scope, or substantial delays to the schedule as defined in the Scope will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the hourly rates in effect when the extra service is provided unless other arrangements are made in advance. Extra services will be communicated to and authorized by the client prior to commencing work. Should an alteration to the Scope include removing tasks or reducing the scope of the level of service, LSA shall invoice for the work performed prior to receiving written notice of the change.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. LSA will invoice the client using our standard invoicing format and will submit the invoice to the client via electronic mail. Clients requesting changes to LSA's standard invoice or process for submittal may be billed additional time to develop the invoice and monthly administration of the billing.

PAYMENT OF ACCOUNTS

Terms are net 30 days. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. LSA will endeavor to maintain consistent staff on the project; however, unforeseen issues outside of our control such as employee illness, relocation, injury, or departure can occur. From time to time, unforeseen circumstances require us to replace project staff or project managers with other equally qualified staff in order to meet our commitments. The terms of this proposal are not contingent upon work being performed by named staff. LSA reserves the right to substitute equally qualified staff when necessary.

PROJECT DELAYS

The terms of this Proposal are based on the anticipated project schedule. In the event of unanticipated project delays, the scope of services may be subject to amendment, change, or substitution.

INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

FORCE MAJEURE

Neither party shall be deemed to be in default on account of any delays or failure to perform its obligations under this Agreement, which directly results from an act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, erroneous data provided to consultant, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing and shall be deemed given when sent through electronic means, personally delivered or deposited in the mail, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally or electronically shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 3 days after the date on which it was mailed.

TERMINATION OF CONTRACT

Either party may terminate this agreement with seven (7) days prior notice to the other party for convenience or cause. Consultant may terminate this Agreement for convenience or cause with 7 days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

LIMITS OF LIABILITY

LSA's liability to Client from any cause or combination of causes arising out of, or in connection with this Agreement, shall not exceed, in the aggregate, the greater of (i) the total Compensation actually received by Consultant under this Agreement, or (ii) Twenty Thousand Dollars (\$20,000). The Client releases Consultant from any liability in excess thereof. The releases from liability and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence, strict liability, or otherwise, of the party released or whose liability is limited and shall extend to the related entities of such party and its and their directors, officers, and employees.

CONFIDENTIALITY

The Parties agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party shall be used by any other party solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed to any Regulatory Authority, or by judicial or administrative process or otherwise by Applicable Law.

HOURLY BILLING RATES EFFECTIVE JUNE 2023

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$200–350
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$140–250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$130–230
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager/Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$110–165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$105–135
Field Services							
Senior Field Crew/Field Crew							\$85–120
Office Services							
Graphics							\$125–150
Marketing							\$115–195
Office Assistant							\$100–140
Project Assistant							\$105–135
Research Assistant/Intern							\$75–100
Word Processing/Technical Editing							\$105–135

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA’s discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2023¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	Cost
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

¹ Direct costs shall be reimbursed at cost plus 10 percent.



STAFF REPORT
5/8/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Authorize the City Manager to execute Professional Services Agreements with DeAztlan Consulting for On-Call Professional Consultant Services and Community Outreach Services of Existing Coachella Sphere of Influence.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached Professional Services Agreement with DeAztlan Consulting for On-Call Professional Consultant Services and community outreach services for the existing Coachella Sphere of Influence (SOI).

BACKGROUND:

In 2021, the City established a list of qualified on-call Professional Consultant Services to assist with Project Management/Entitlements, Long Range Planning, Environmental Review Analysis, Fiscal Impact Analysis, Design Review, marketing, communications, community outreach and Landscape Architecture. DeAztlan Consulting is a professional marketing and community outreach consultant. The City has an increased need for on-call professional consulting services related to current marketing and community engagement efforts. Community engagement and support for annexation applications to the Riverside Local Agency Formation Commission (LAFCO) are required from municipalities and special districts.

DISCUSSION/ANALYSIS:

Attached to this staff report is a draft Professional Services Agreement for DeAztlan Consulting to provide on-call professional consultant services for a term of a year until March 1, 2026. The consultant will provide marketing and community outreach services to the City for long range planning within the existing SOI. A professional services agreement is included for preparation of community outreach and engagement services of the Pocket 7/Mesquite SOI and the Southern Airport SOI that will evaluate the support and impacts of potential annexations of the City of Coachella SOI.

ALTERNATIVES:

1. Continue this item and provide staff direction.

FISCAL IMPACT:

The fiscal impact of this action would immediately be \$83,472 and would require an appropriation from the General Fund (Fund 101).

ATTACHMENT(S):

1. Professional Services Agreement (PSA) with DeAztlan Consulting for on-call services
2. Proposals – Community Engagement and Outreach Services for Pocket 7/Mesquite and Southern Airport SOI

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of May, 2024, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, County of Riverside, State of California ("City") and DEAZTLAN CONSULTING with its principal place of business at 78115 Calle Estado, Suite 206, La Quinta, CA 92253 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the current planning project management, long range planning and fiscal analysis projects ("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 marketing and outreach consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, 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 May 9, 2024 to March 1, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in the amount of **Eighty Three Thousand Four Hundred Seventy Two Dollars (\$83,472)**. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 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 the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. 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. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical

personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

3.3.4 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. The key personnel for performance of this Agreement are as follows:

- Job Huerta, Operations Manager
- Tizco DeAztlan, President

3.3.5 City's Representative. The City hereby designates Gabriel Perez, Development Services Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Job Huerta, Operations Manager, or his/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/her 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.

3.3.7 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.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such

licenses and approvals shall be maintained throughout the term 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 subconsultants 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.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 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.

3.3.11 Insurance. *****CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE*****

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): *****INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE***** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): *****INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE*****(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they

would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 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 Worker's 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 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. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel

of City's choosing), 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. 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.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must

include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant: **DEAZTLAN CONSULTING**
78115 Calle Estado, Suite 206
La Quinta, CA 92253
ATTN: Job Huerta

City: City of Coachella
53990 Enterprise Way
Coachella, CA 92236
ATTN: Dr. Gabriel Martin, City Manager

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 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"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents &

Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & 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.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 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.

3.7.6 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.

3.7.7 Attorneys' 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 attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services 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.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

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

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

3.7.15 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.

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

3.7.17 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.

3.7.18 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. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 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.

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

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions. *****INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***** When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF COACHELLA AND DEAZTLAN CONSULTING

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF COACHELLA

DEAZTLAN CONSULTING

Approved By:

Gabriel D. Martin, Ph.D.
City Manager

By: _____

Its: _____

Approved as to Form:

Printed Name: _____

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Attested By:

Printed Name: _____

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

- Public-private partnerships
- Marketing and Design
- Community Engagement and Outreach
- Project Monitoring Services
- Community Meetings/Canvassing

EXHIBIT "B"

SAMPLE TASK ORDER FORM

Task Order No.

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$, .00

Completion Date:

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF COACHELLA

[INSERT NAME OF CONSULTANT]

Dated: _____

Dated: _____

By: _____

By: _____

DEAZTLAN CONSULTING

PROJECT

In collaboration with city staff, DeAztlan Consulting will provide outreach services to reach residents and property owners in areas west of city boundaries. The proposed services below are for a project timeline beginning on May 2024 through December 2024.

The outreach program includes the following:

COMMUNITY OUTREACH

PHASE 4

DIRECT MAIL CAMPAIGN

Four postcard mailers will be created and sent to all residents of the area with information on the community meetings. The mailer will provide information about the sphere of influence process, timeline, contact information, and the benefits of joining the City of Coachella's Sphere of Influence.

COMMUNITY MEETINGS

DeAztlan Consulting in collaboration with city staff will support and organize monthly meetings. These community meetings may consist of informative presentations, informal discussions, or other formats. DeAztlan Consulting will assist in the development of presentations and outreach materials in conjunction with city staff, to effectively communicate project details such as timelines, methods for providing feedback, the project's purpose, and other pertinent information regarding the sphere of influence process.

PERSON 2 PERSON

In order to increase community awareness for residents and property owners DeAztlan Consulting will also conduct person-to-person canvassing efforts for residents of the area and become available for one-on-one meetings to answer residents' questions.

ANNEXATION STRATEGY

DeAztlan Consulting will engage in strategy sessions with city staff to strategize and plan the pre-annexation phase, including identifying key stakeholders, outlining communication strategies, and developing timelines for milestones.

PROJECT MONITORING

Understanding that new information can greatly impact project efforts, the ability to be available to and in contact with City staff is integral. As such, DeAztlan Consulting will be available to participate in weekly progress meetings with city staff from May 2024 through December 2024.

DEAZTLAN CONSULTING

TASK 1: DIRECT MAIL CAMPAIGN

SUBTASK 1.1: DESIGN POSTCARD MAILERS

- Develop content for each postcard (information about sphere of influence process, timeline, contact information, benefits of joining, QR code to survey, etc.)
- Design visually appealing postcard layouts
- Print postcards for mailing
- Monitoring and management

SUBTASK 1.2: MAIL POSTCARDS

- Organize mailing list of all residents in the target area
- Coordinate with postal services for bulk mailing
- Ensure timely delivery of postcards
- Monitoring and management

SUBTASK 1.3: MONITORING AND MANAGEMENT

- Track mailer delivery status and response rates for each mailing batch
- Manage mailing lists, ensuring accuracy and compliance with privacy regulations
- Analyze mailer engagement metrics and adjust campaign strategies as needed

TASK 2: COMMUNITY MEETINGS

SUBTASK 2.1: ORGANIZE MONTHLY COMMUNITY MEETINGS

- Schedule meeting dates, times, and locations
- Arrange venues and logistics (seating, audio-visual equipment, etc.)
- Invite community members, stakeholders, and relevant officials
- Coordinate with city staff for meeting agendas and topics

SUBTASK 2.2: DEVELOP PRESENTATION AND OUTREACH MATERIALS

- Collaborate with city staff to create informative presentations
- Design and produce outreach materials (brochures, flyers, handouts, etc.)
- Prepare visual aids and multimedia content for presentations
- Monitoring and management

SUBTASK 2.3: MONITORING AND MANAGEMENT

- Monitor attendance and participant engagement during each community meeting
- Collect feedback and insights from meeting participants for continuous improvement
- Manage meeting logistics, including location, and agenda coordination

DEAZTLAN CONSULTING

TASK 3: PERSON 2 PERSON CANVASSING

SUBTASK 3.1: PLAN CANVASSING EFFORTS

- Develop a canvassing strategy (door-to-door, community events, etc.)
- Train outreach team on communication skills and project details
- Coordinate schedules for canvassing activities
- Monitoring and management

SUBTASK 3.2: CONDUCT CANVASSING

- Interact with residents and property owners personally
- Distribute informational materials and answer questions
- Collect feedback and input from community members
- Monitoring and management

SUBTASK 3.3: MONITORING AND MANAGEMENT

- Track outreach efforts and interactions with residents and property owners
- Manage canvassing teams, schedules, and territories for efficient coverage
- Collect feedback and insights from canvassed individuals to inform outreach strategies.

SUBTASK 3.4: CONDUCT ONE-ON-ONE MEETINGS

- Coordinate schedules with interested residents for personalized meetings
- Prepare materials and information relevant to individual inquiries
- Distribute informational materials and answer resident questions

TASK 4: ANNEXATION STRATEGY

SUBTASK 4.1: HOLD STRATEGY SESSIONS WITH CITY STAFF

- Schedule regular strategy meetings to discuss progress and adjustments
- Brainstorm and evaluate outreach and communication strategies

SUBTASK 4.2: IDENTIFY KEY STAKEHOLDERS

- Research and compile a list of influential stakeholders
- Develop engagement plans tailored to each stakeholder group

SUBTASK 4.3: DEVELOP COMMUNICATION STRATEGIES

- Create messaging frameworks for different stages of the annexation process
- Ideate outreach materials, including infographics, FAQs, and newsletters

DEAZTLAN CONSULTING

TASK 5: PROJECT MONITORING

SUBTASK 5.1: PARTICIPATE IN WEEKLY PROGRESS MEETINGS

- Attend weekly meetings with city staff
- Provide updates on project activities, challenges, and progress
- Collaborate on problem-solving and decision-making as needed
- Monitoring and management

SUBTASK 5.2: MONITORING AND MANAGEMENT

- Maintain regular communication with city staff to track project progress and milestones
- Compile and analyze data from monitoring activities to identify project strengths and areas for improvement
- Manage documentation and reporting processes for project updates and status reviews

This detailed breakdown ensures that each phase of the project is closely monitored and managed, allowing for effective decision-making, timely adjustments, and successful project outcomes. Adjustments can still be made based on specific project needs or evolving requirements during implementation.

DEAZTLAN CONSULTING

PROJECT SCHEDULE

Task Description	Start Date	End Date	Duration
TASK 1: DIRECT MAIL CAMPAIGN			
Design Postcard Mailers	05/01/2024	05/15/2024	15 days
Mail Postcards	05/16/2024	05/30/2024	16 days
Monitoring and Management	05/01/2024	05/30/2024	1 month
TASK 2: COMMUNITY MEETINGS			
Organize Monthly Community Meetings	05/31/2024	06/10/2024	10 days
Develop Presentations and Outreach Materials	06/11/2024	06/20/2024	10 days
Monitoring and Management	05/31/2024	06/20/2024	31 days
TASK 3: PERSON 2 PERSON CANVASSING			
Plan Canvassing Efforts	06/01/2024	12/01/2024	6 months
Conduct Canvassing	05/15/2024	05/31/2024	17 days
Monitoring and Management	06/01/2024	12/01/2024	6 months
Conduct One-on-One Meetings	06/01/2024	12/31/2024	7 months
TASK 4: ANNEXATION STRATEGY			
Hold Strategy Session with City Staff	05/15/2024	05/31/2024	17 days
Identify Key Stakeholders	06/01/2024	11/30/2024	6 months
Develop Communication Strategies	06/01/2024	11/30/2024	6 months
TASK 5: PROJECT MONITORING			
Participate in Weekly Progress Meetings	05/01/2024	12/31/2024	8 months
Monitoring and Management	05/01/2024	12/31/2024	8 months

DEAZTLAN CONSULTING

PROJECT BUDGET ALLOCATION

Task	Cost
TASK 1: DIRECT MAIL CAMPAIGN	
Design Postcard Mailers	\$2,300.00
Mail Postcards	<i>*Print cost and postage cost not included</i>
Monitoring and Management	\$2,826.50
TASK 2: COMMUNITY MEETINGS	
Organize Monthly Community Meetings	\$3,353.33
Develop Presentations and Outreach Materials	\$1,120.00
Monitoring and Management	\$2,835.00
TASK 3: PERSON 2 PERSON CANVASSING	
Plan Canvassing Efforts	\$1,185.00
Conduct Canvassing	\$4,258.88
Monitoring and Management	\$2,331.00
Conduct One-on-One Meetings	\$2,411.00
TASK 4: ANNEXATION STRATEGY	
Hold Strategy Session with City Staff	\$3,080.00
Identify Key Stakeholders	\$1,826.00
Develop Communication Strategies	\$1,070.00
TASK 5: PROJECT MONITORING	
Participate in Weekly Progress Meetings	\$5,566.50
Monitoring and Management	\$3,233.00
TOTAL	\$37,396.21

DEAZTLAN CONSULTING

PROJECT DELIVERABLES

Task	Deliverables
TASK 1: DIRECT MAIL CAMPAIGN	
	Four postcard mailers designed and sent to residents
	QR codes included on mailers for survey access and meeting information
TASK 2: COMMUNITY MEETINGS	
	Four monthly community meetings organized and supported
	Presentations and outreach materials developed and used in meetings
TASK 3: PERSON 2 PERSON CANVASSING	
	Person-to-person canvassing efforts conducted for residents and property owners
	Presentations and outreach materials developed and used in meetings
	Be available for one-on-one meetings or phone calls to address residents' questions
TASK 4: ANNEXATION STRATEGY	
	Create messaging frameworks for different stages of the annexation process
	Design and development of an infographic for web use related to the annexation process
	Creation of an informational letter for the Mesquite Project
TASK 5: PROJECT MONITORING	
	Participation in weekly progress meetings with city staff from May to December 2024

The project aims to conduct comprehensive outreach services in collaboration with city staff to engage residents and property owners in areas west of city boundaries. The proposed budget covers services from DeAztlan Consulting from May to December 2024.

DEAZTLAN CONSULTING

PROJECT SUMMARY

In collaboration with city staff, DeAztlan Consulting will provide outreach services to reach residents and property owners in areas south of city boundaries. The proposed services below are for a project timeline beginning on May 2024 through December 2024.

COMMUNITY OUTREACH

PHASE 1

SURVEY

A digital community survey will be created and distributed through the mail, hosted on the city's site and a separate designated project website, shared person to person.

DIRECT MAIL CAMPAIGN

Nine postcard mailers will be created and sent to all residents of the area which include a QR code to the survey and information on the community meetings. The mailer will provide information about the sphere of influence process, timeline, contact information, and the benefits of joining the City of Coachella's Sphere of Influence.

COMMUNITY MEETINGS

DeAztlan Consulting in collaboration with city staff will support and organize monthly meetings. These community meetings may consist of informative presentations, informal discussions, or other formats. DeAztlan Consulting will assist in the development of presentations and outreach materials in conjunction with city staff, to effectively communicate project details such as timelines, methods for providing feedback, the project's purpose, and other pertinent information regarding the sphere of influence process.

PERSON 2 PERSON

In order to increase community awareness for residents and property owners DeAztlan Consulting will also conduct person-to-person canvassing efforts for residents of the area.

PROJECT MONITORING

Understanding that new information can greatly impact project efforts, the ability to be available to and in contact with City staff is integral. As such, DeAztlan Consulting will be available to participate in weekly progress meetings with city staff from May 2024 through December 2024.

DEAZTLAN CONSULTING

TASK 1: SURVEY PHASE

SUBTASK 1.1: CREATE DIGITAL COMMUNITY SURVEY

- Design the survey questions (based on project goals and objectives)
- Develop the survey layout and structure
- Test the survey for functionality and usability
- Finalize and launch the survey on the designated platforms (mail, city's site, project website)
- Monitoring and management

SUBTASK 1.2: DISTRIBUTE SURVEY

- Print and mail physical survey copies to residents
- Upload survey on the city's official website
- Create a separate designated project website for the survey
- Promote the survey through various channels (social media, local community groups, etc.)
- Monitoring and management

SUBTASK 1.3: MONITORING AND MANAGEMENT

- Regularly review survey responses for trends, demographics, and key insights
- Manage survey distribution channels (mail, website, person-to-person) and monitor response rates
- Ensure data integrity and privacy compliance throughout the survey process.

TASK 2: DIRECT MAIL CAMPAIGN

SUBTASK 2.1: DESIGN POSTCARD MAILERS

- Develop content for each postcard (information about sphere of influence process, timeline, contact information, benefits of joining, QR code to survey, etc.)
- Design visually appealing postcard layouts
- Print postcards for mailing
- Monitoring and management

SUBTASK 2.2: MAIL POSTCARDS

- Organize mailing list of all residents in the target area
- Coordinate with postal services for bulk mailing
- Ensure timely delivery of postcards
- Monitoring and management

SUBTASK 2.3: MONITORING AND MANAGEMENT

- Track mailer delivery status and response rates for each mailing batch
- Manage mailing lists, ensuring accuracy and compliance with privacy regulations
- Analyze mailer engagement metrics and adjust campaign strategies as needed

DEAZTLAN CONSULTING

TASK 3: COMMUNITY MEETINGS

SUBTASK 3.1: ORGANIZE MONTHLY COMMUNITY MEETINGS

- Schedule meeting dates, times, and locations
- Arrange venues and logistics (seating, audio-visual equipment, etc.)
- Invite community members, stakeholders, and relevant officials
- Coordinate with city staff for meeting agendas and topics

SUBTASK 3.2: DEVELOP PRESENTATION AND OUTREACH MATERIALS

- Collaborate with city staff to create informative presentations
- Design and produce outreach materials (brochures, flyers, handouts, etc.)
- Prepare visual aids and multimedia content for presentations
- Monitoring and management

SUBTASK 3.3: MONITORING AND MANAGEMENT

- Monitor attendance and participant engagement during each community meeting
- Collect feedback and insights from meeting participants for continuous improvement
- Manage meeting logistics, including location, and agenda coordination

TASK 4: PERSON 2 PERSON CANVASSING

SUBTASK 4.1: PLAN CANVASSING EFFORTS

- Develop a canvassing strategy (door-to-door, community events, etc.)
- Advise and train outreach team on communication skills and project details
- Coordinate schedules for canvassing activities
- Monitoring and management

SUBTASK 4.2: CONDUCT CANVASSING

- Interact with residents and property owners personally through phone, email, and door to door
- Plan individual and small group discussions
- Distribute informational materials and answer questions
- Collect feedback and input from community members
- Monitoring and management

SUBTASK 4.3: MONITORING AND MANAGEMENT

- Track outreach efforts and interactions with residents and property owners
- Manage canvassing teams, schedules, and territories for efficient coverage
- Collect feedback and insights from canvassed individuals to inform outreach strategies

DEAZTLAN CONSULTING

TASK 5: PROJECT MONITORING

SUBTASK 5.1: PARTICIPATE IN WEEKLY PROGRESS MEETINGS

- Attend weekly meetings with city staff
- Provide updates on project activities, challenges, and progress
- Collaborate on problem-solving and decision-making as needed
- Monitoring and management

SUBTASK 5.2: MONITORING AND MANAGEMENT

- Maintain regular communication with city staff to track project progress and milestones
- Compile and analyze data from monitoring activities to identify project strengths and areas for improvement
- Manage documentation and reporting processes for project updates and status reviews

This detailed breakdown ensures that each phase of the project is closely monitored and managed, allowing for effective decision-making, timely adjustments, and successful project outcomes. Adjustments can still be made based on specific project needs or evolving requirements during implementation.

DEAZTLAN CONSULTING

PROJECT SCHEDULE

Task Description	Start Date	End Date	Duration
TASK 1: SURVEY PHASE			
Create Digital Community Survey	05/01/2024	05/15/2024	15 days
Distribute Survey	05/16/2024	05/30/2024	16 days
Monitoring and Management	05/01/2024	05/30/2024	1 month
TASK 2: DIRECT MAIL CAMPAIGN			
Design Postcard Mailers	05/31/2024	06/10/2024	10 days
Mail Postcards	06/11/2024	06/20/2024	10 days
Monitoring and Management	05/31/2024	06/20/2024	31 days
TASK 3: COMMUNITY MEETINGS			
Organize Monthly Community Meetings	06/01/2024	12/01/2024	6 months
Develop Presentations and Outreach Materials	05/15/2024	05/31/2024	17 days
Monitoring and Management	06/01/2024	12/01/2024	6 months
TASK 4: PERSON 2 PERSON CANVASSING			
Plan Canvassing Efforts	05/15/2024	05/31/2024	17 days
Conduct Canvassing	06/01/2024	11/30/2024	6 months
Monitoring and Management	06/01/2024	11/30/2024	6 months
TASK 5: PROJECT MONITORING			
Participate in Weekly Progress Meetings	05/01/2024	12/31/2024	8 months
Monitoring and Management	05/01/2024	12/31/2024	8 months

DEAZTLAN CONSULTING

PROJECT BUDGET ALLOCATION

Task	Cost
TASK 1: SURVEY PHASE	
Create Digital Community Survey	\$3,515.00
Distribute Survey	<i>Included in survey creation cost</i>
Monitoring and Management	\$1,385.00
TASK 2: DIRECT MAIL CAMPAIGN	
Design Postcard Mailers	\$5,175.00
Mail Postcards	<i>*Print cost and postage cost not included</i>
Monitoring and Management	\$2,826.50
TASK 3: COMMUNITY MEETINGS	
Organize Monthly Community Meetings	\$7,545.00
Develop Presentations and Outreach Materials	\$1,120.00
Monitoring and Management	\$2,835.00
TASK 4: PERSON 2 PERSON CANVASSING	
Plan Canvassing Efforts	\$1,185.00
Conduct Canvassing	\$8,358.50
Monitoring and Management	\$2,831.00
TASK 5: PROJECT MONITORING	
Participate in Weekly Progress Meetings	\$5,566.50
Monitoring and Management	\$3,733.00
TOTAL	\$46,075.50

DEAZTLAN CONSULTING

PROJECT DELIVERABLES

Task	Deliverables
TASK 1: SURVEY PHASE	
	Digital community survey created and distributed
	Survey distribution channels established and managed
TASK 2: DIRECT MAIL CAMPAIGN	
	Nine postcard mailers designed and sent to residents
	QR codes included on mailers for survey access and meeting information
TASK 3: COMMUNITY MEETINGS	
	Nine monthly community meetings organized and supported
	Presentations and outreach materials developed and used in meetings
TASK 4: PERSON 2 PERSON CANVASSING	
	Person-to-person canvassing efforts conducted for residents and property owners
TASK 5: PROJECT MONITORING	
	Participation in weekly progress meetings with city staff from May to December 2024

The project aims to conduct comprehensive outreach services in collaboration with city staff to engage residents and property owners in areas south of city boundaries. The proposed budget covers services from DeAztlan Consulting from May to December 2024.



STAFF REPORT
5/8/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Authorize the City Manager to execute Professional Services Agreements with DTA for On-Call Professional Planning Consultant Services and task order for Fiscal Analysis of Existing Coachella Sphere of Influence.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached Professional Services Agreement with DTA for On-Call Professional Planning Consultant Services and fiscal analysis for the existing Coachella Sphere of Influence (SOI).

BACKGROUND:

In 2021, the Development Services Department established a list of qualified on-call Professional Planning Consultant Services to assist with Project Management/Entitlements, Long Range Planning, Environmental Review Analysis, Fiscal Impact Analysis, Design Review, and Landscape Architecture. DTA is a professional planning and fiscal consultant. The Development Services Department has an increased need for on-call professional planning consulting services related to current planning and long-range planning efforts. A fiscal analysis for annexation applications to the Riverside Local Agency Formation Commission (LAFCO) are required from municipalities and special districts.

DISCUSSION/ANALYSIS:

Attached to this staff report is a draft Professional Services Agreement for DTA to provide on-call professional planning consultant services for a term of a year until March 1, 2026. The consultant will provide assistance with planning and fiscal analysis services to the Planning Division for development projects or long-range planning efforts. A task order for \$37,500 is included for preparation of the fiscal analysis of the Pocket 7/Mesquite SOI and the Southern Airport SOI that will evaluate the fiscal impact of potential annexations of the City of Coachella SOI.

ALTERNATIVES:

1. Authorize the City Manager to execute a Professional Services Agreement (PSA) with DTA for on-call professional services and a task order of \$37,500 for preparation of fiscal study for the Pocket 7/Mesquite and Southern Airport SOI.

2. Continue this item and provide staff direction.

FISCAL IMPACT:

The fiscal impact of this action would immediately be \$37,500 and would require an appropriation from the General Fund. Additional fiscal and planning services from DTA cannot be directly determined and will be secured on an as needed basis based on the fee schedule provided in the PSA.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachment:

1. Professional Services Agreement (PSA) with DTA for on-call services
2. Task Order #1 – Pocket 7/Mesquite and Southern Airport SOI fiscal analysis

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of May, 2024, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, County of Riverside, State of California ("City") and DTA with its principal place of business at 18201 Von Karman Avenue, Suite 220, Irvine, CA 92612 Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the current planning project management, long range planning and fiscal analysis projects ("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 planning and fiscal consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, 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 May 9, 2024 to March 1, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 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 maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 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 the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. 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. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

3.3.4 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. The key personnel for performance of this Agreement are as follows:

- David Taussig, Chairman
- Jerry Wen, Senior Vice President

3.3.5 City's Representative. The City hereby designates Gabriel Perez, Development Services Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates David Taussig, Chairman, or his/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/her 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.

3.3.7 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.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term 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

subconsultants 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.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 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.

3.3.11 Insurance. *****CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE*****

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): *****INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE***** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with

regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): *****INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE*****(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 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 Worker's 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 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. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel

of City's choosing), 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. 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.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must

include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant:	DTA 18201 Von Karman Avenue, Suite 220 Irvine, CA 92612 ATTN: David Taussig
City:	City of Coachella 53990 Enterprise Way Coachella, CA 92236 ATTN: Gabriel Perez, Development Services Director

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 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"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents &

Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & 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.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 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.

3.7.6 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.

3.7.7 Attorneys' 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 attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services 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.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

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

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

3.7.15 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.

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

3.7.17 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.

3.7.18 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. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 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.

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

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

3.8 Federal Provisions. *****INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***** When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF COACHELLA AND DTA

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF COACHELLA

DTA

Approved By:

Gabriel D. Martin, Ph.D.
City Manager

By: _____

Its: _____

Approved as to Form:

Printed Name: _____

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Attested By:

Printed Name: _____

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

- Public Infrastructure and Services Analysis
- Public-private partnerships
- Fiscal and Economic Analysis
- Renewable Energy Finance
- Municipal District Administration Services
- Property Tax Management and Due Diligence Analysis
- Public Finance Construction Management
- Project Feasibility Studies

**EXHIBIT "B"
SAMPLE TASK ORDER FORM**

Task Order No. _____

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$_____,_____.00

Completion Date: _____

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF COACHELLA

[INSERT NAME OF CONSULTANT]

Dated: _____

Dated: _____

By: _____

By: _____

**EXHIBIT "C"
COMPENSATION**

Table 2: DTA's Fee Schedule

Labor Category	Labor Rate
President/Managing Director	\$320/Hour
Senior Vice President	\$290/Hour
Vice President	\$250/Hour
Senior Manager	\$210/Hour
Manager	\$200/Hour
Senior Associate	\$190/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

**EXHIBIT "B"
SAMPLE TASK ORDER FORM**

Task Order No. 1

Agreement: Fiscal Impact Analysis for Pocket7/Mesquite SOI and Southern Airport SOI

Consultant: DTA

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

This engagement will include the preparation of a POS and the fiscal impacts of the annexation on the City General Fund for the P7/Mesquite Annexation, as well as the preparation of an FIA for the Airport SOI Annexation. The full scope of work is attached.

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$37,500.00

Completion Date: October 1, 2024

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF COACHELLA

DTA

Dated: _____

Dated: _____

By: _____

By: _____



PROPOSAL

PLANS OF SERVICE AND
FISCAL IMPACT ANALYSES

April 25, 2024



CITY OF COACHELLA

SUBMITTED BY:

Jerry Wen
Senior Vice President

18201 Von Karman Avenue, Suite 220
Irvine, CA 92612
800-969-4DTA
Jerry@FinanceDTA.com

CITY OF COACHELLA



SPHERE OF INFLUENCE ANNEXATION PLANS OF SERVICE AND FISCAL IMPACT ANALYSES

APRIL 25, 2024

Prepared for:

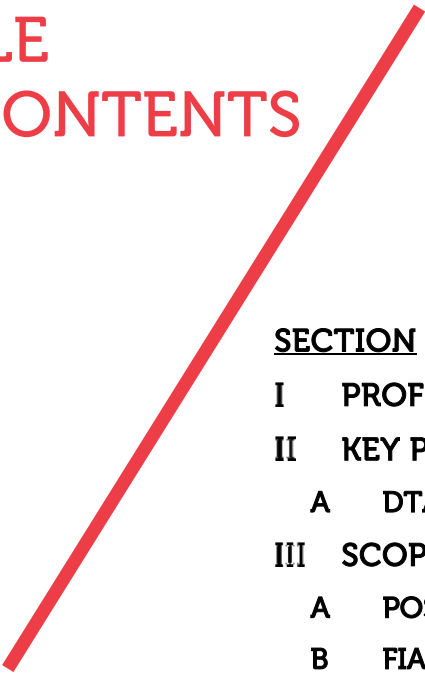
City of Coachella

53990 Enterprise Way

Coachella, CA 92236

Attention: Gabriel Martin, Ph.D., City Manager

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I PROFESSIONAL QUALIFICATIONS

DTA, formerly David Taussig & Associates, is pleased to submit this detailed proposal identifying the tasks required to complete Plans of Service (“POSs”) and Fiscal Impact Analyses (“FIAs”) on behalf of City of Coachella (the “City”). The POSs and FIAs are being prepared in connection with the proposed annexation of certain areas that are within the City’s Sphere of Influence (“SOI”) currently located in unincorporated Riverside County (the “County”), California, into the City. **Notably, DTA recently conducted a series of FIAs and prepared POSs for the County of Riverside Local Agency Formation Commission (the “Riverside LAFCO”) related to the annexation of properties into the City of Murrieta, so we are familiar with Riverside LAFCO’s specific POS and FIA requirements. We also recently completed annexation FIAs and POSs for several annexations to the City of Rancho Cucamonga and are currently working on a large annexation to the City of Barstow.**

DTA is a California public finance consulting firm with a national practice focusing on public-private partnerships and the establishment and implementation of infrastructure and public services financing programs for local municipalities in California and 21 other states. The firm has offices in Irvine, San Francisco, San Jose, and Riverside, California, as well as Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. Since its formation in 1985, the firm has assisted over 3,000 public and private sector clients in meeting their infrastructure and public services goals. **DTA is licensed and registered with the U.S. Securities and Exchange Commission (“SEC”) and Municipal Securities Rulemaking Board (“MSRB”) as a Municipal Advisor (No. 867-01160) and follows all the fiduciary requirements associated with this designation.** Additional information on DTA is available on our website (www.FinanceDTA.com).

DTA’s consulting services include:

- Public infrastructure and public services financing strategies and implementation;
- Special tax and assessment engineering;
- Fiscal and economic impact analyses;
- Proposition (“Prop”) 218 and Assembly Bill (“AB”) 1600 compliance and nexus studies;
- Enhanced Infrastructure Financing District (“EIFD”) and other tax increment financing;
- Property Assessed Clean Energy (“PACE”) bond financing;
- **LAFCO annexation and incorporation analyses;**
- Federal and state grant and loan applications;
- Economic development and revitalization studies; and
- Public improvement construction management services.



www.FinanceDTA.com

SECTION I PROFESSIONAL QUALIFICATIONS

Item 22.

DTA is the State of California’s leading financial consultant for Community Facilities Districts (“CFDs”). Our level of experience with the formation and issuance of bonds for CFDs is unequalled, as our firm has been involved in the establishment of over 1,200 CFDs to date. Since its establishment in 1985, DTA has structured and participated in the formation of over 2,000 public finance districts and bond issuance programs, with total authorized bonded indebtedness over \$75 billion. Our financing programs have utilized a variety of public financing mechanisms, such as CFDs, Assessment Districts (“ADs”), 1972 Act Landscaping and Lighting Districts (“LLDs”), Certificates of Participation, Tax Allocation Bonds, Enhanced Infrastructure Financing Districts (“EIFDs”), Sewer and Water Revenue Bonds, Marks-Roos Bond Pools, Integrated Financing Districts, New Markets Tax Credits (“NMTCs”), state and Federal grants and loans, and various types of fee programs.

While DTA is primarily known for its specialized expertise in the design and administration of CFDs and various types of 1913/1915 Act ADs, as well as the issuance of a variety of types of municipal debt, the firm also provides fiscal and economic impact and Development Impact Fee (“DIF”) consulting services and is experienced in grant writing for Federal and state grant and tax credit programs. These capabilities are frequently combined with our infrastructure finance consulting services to develop public infrastructure and services financing strategies and plans.

On a national basis, DTA has planned and implemented Public Facilities Financing Plans (“PFFPs”) that have ranged from the quantitative analysis of a single financing mechanism for an individual facility to the preparation of a comprehensive public financing plan covering multiple facilities and public services through a series of financing mechanisms. We at DTA feel strongly that our financial analyses provide public officials, landowners, and other interested parties with the level of information needed to make fully informed decisions regarding land use, infrastructure, and public services financing issues. DTA staff has extensive experience working with various stakeholder groups, including public agencies, residents and businesses, property owner associations, land developers, public finance professionals, local Chambers of Commerce, and other interested parties.

In addition to the planning and implementation of public financing mechanisms, DTA is involved in fiscal and economic analyses of land development impacts, project feasibility studies, retail market analyses, and economic development studies. DTA’s ability to thoroughly analyze the revenues and costs to a local jurisdiction resulting from new development relates specifically to DTA’s extensive experience preparing FIAs of land development projects. DTA staff has prepared over 700 Fiscal Impact Reports (“FIRs”) estimating the revenue and cost impacts of various land use decisions on cities, counties, and special districts. Our firm has prepared FIRs in conjunction with Specific Plans, Environmental Impact Reports, incorporations and annexations, reuse studies, General Plan amendments, Development Agreements, and individual project proposals covering different types of residential, commercial/industrial, and mixed-use projects. DTA’s work on incorporations and annexations have included Plan of Services studies as required by various County LAFCOs.



In terms of Economic Impact Analyses (“EIAs”), DTA has prepared over 200 of these studies for public agencies and land development firms that identify the general economic impacts of a future or existing development or plan on a municipality in terms of economic output gains or losses and job and wage creation opportunities. DTA is also highly experienced in grant writing for Federal and state grant and tax credit programs. These capabilities are frequently combined with our infrastructure finance consulting services to develop public infrastructure and services financing strategies and plans.

II KEY PERSONNEL

DTA has assembled a Project team with the breadth of experience needed to provide the requested services in a professional and timely manner. The City’s work would primarily be handled out of **DTA’s Irvine office**. David Taussig will serve as the Principal-in-Charge of DTA’s Project team and handle primary account responsibilities for this engagement. Mr. Taussig will attend meetings as necessary and supervise all Project staff. He will be assisted by Jerry Wen, a Senior Vice President at DTA, in addition to other support staff.

A DTA Team Biographies

David Taussig

Chairman/Managing Director | David@FinanceDTA.com



Mr. Taussig has over 45 years of experience in the fields of real estate finance and urban economics. His areas of expertise include municipal finance programs for infrastructure and public facilities development, fiscal and redevelopment impact analyses, and land development project feasibility studies.

Mr. Taussig has an extensive background in computerized financial analyses. Since founding DTA in 1985, Mr. Taussig has developed several state-of-the-art analytical methods and modeling approaches, in addition to directing the formation of over 1,000 public financing districts and subsequent sale of tax-exempt municipal bonds. These districts have funded public infrastructure and services for many types of residential and non-residential development and included several hundred master-planned communities built throughout California and in several other western states. Mr. Taussig’s work has involved both the preparation and implementation of public financing plans and his public sector clients have included virtually every major county and city within California, the California Statewide Communities Development Authority (“CSCDA”), and hundreds of special districts. He has provided similar consulting services to many of the largest land development firms in the State of California. The financing programs implemented by Mr. Taussig have ranged from land-secured CFDs and ADs to redevelopment and EIFD tax increment programs and lease revenue-based Certificates of Participation. In addition, Mr. Taussig has been heavily involved in the successful preparation of grant applications to State agencies, such as the Department of Water Resources and Department of Housing and Community Development, and implementation of tax credit programs to fund non-residential development.

Mr. Taussig has also overseen the preparation of numerous feasibility and fiscal and economic impact studies involving computerized analyses of project cash flows and/or impacts on public agencies and landowners. He has handled the preparation of over 250 fiscal impact studies utilized by public agencies to determine the impact of new development, land use plans, incorporations, and annexations on a municipality. **Over the past 39 years, Mr. Taussig has prepared fiscal and economic impact studies for several hundred public and private sector clients, including the Cities of Cathedral City, Fontana, Irvine, Los Angeles, Menifee, Paso**

Robles, Tustin, Vallejo, and Vista and the Counties of Fresno, Los Angeles, Orange, Riverside, San Bernardino, and San Diego.

Prior to establishing his own firm, Mr. Taussig was the Director of Finance for Gfeller Development Company, where he handled all take-out and construction financing for the company's residential projects and infrastructure. He also prepared development project proformas that were used by prospective lenders and joint venture partners to evaluate the company's proposed projects.

Mr. Taussig was previously employed for 6 years by Mission Viejo Company ("MVC") where, as the Manager of Housing and Community Development, he was involved in the planning and financing of two planned communities encompassing over 50,000 homes. Mr. Taussig handled a substantial portion of MVC's infrastructure financing during that period. Prior to that, he worked for 5 years in the public sector as the Administrator of a Federal housing and community development program and as a Land Use Planner.

Mr. Taussig's educational background includes a master's degree in city planning from the University of California at Berkeley and B.A. in economics from Cornell University. He has attained a Series 54 license as a Principal Municipal Advisor and Series 50 license as a Municipal Advisor under regulations promulgated by the SEC and MSRB. In addition, Mr. Taussig received full certification from the American Institute of Certified Planners in 1982. He is also a Registered Investment Advisor ("RIA") and member of the Urban Land Institute's ("ULI's") National Council of Public-Private Partnerships ("NCPPP").

Jerry Wen, CFA

Senior Vice President | Jerry@FinanceDTA.com

Jerry Wen, Chartered Financial Analyst ("CFA"), Senior Vice President, has a background in CFD and AD formation and administration. Since joining DTA in 1999, Mr. Wen has been involved in all aspects of CFD and AD formation and implementation, including boundary map preparation, special tax and cash flow analyses, overlapping debt analyses, and RMAs of special taxes. Mr. Wen has also been responsible for numerous due diligence assignments, including the review and analysis of existing CFDs, preparation of property owner disclosure documentation, and evaluation of bond financing feasibility. Mr. Wen is actively involved in the administration of numerous CFDs and ADs and familiar with the preparation of annual budgets, Continuing Disclosure Reports, and California Debt and Investment Advisory Commission ("CDIAC") Yearly Fiscal Status Reports, bond indenture compliance analyses, delinquent special tax monitoring and follow-up, and parcel change, subdivision, and development research.



Mr. Wen has also been responsible for the preparation of over 150 FIAs that have evaluated the municipal revenues generated by one or more land development projects as compared with the costs to a municipality of providing public services to those projects. He has also prepared Economic Impact Reports to determine the direct, indirect, and induced employment and economic benefits generated by new development. **Mr. Wen has conducted dozens of these types of studies for projects in the Cities of Carlsbad, Claremont, Chula Vista, Costa Mesa,**



www.FinanceDTA.com

SECTION II
KEY PERSONNEL

Item 22.

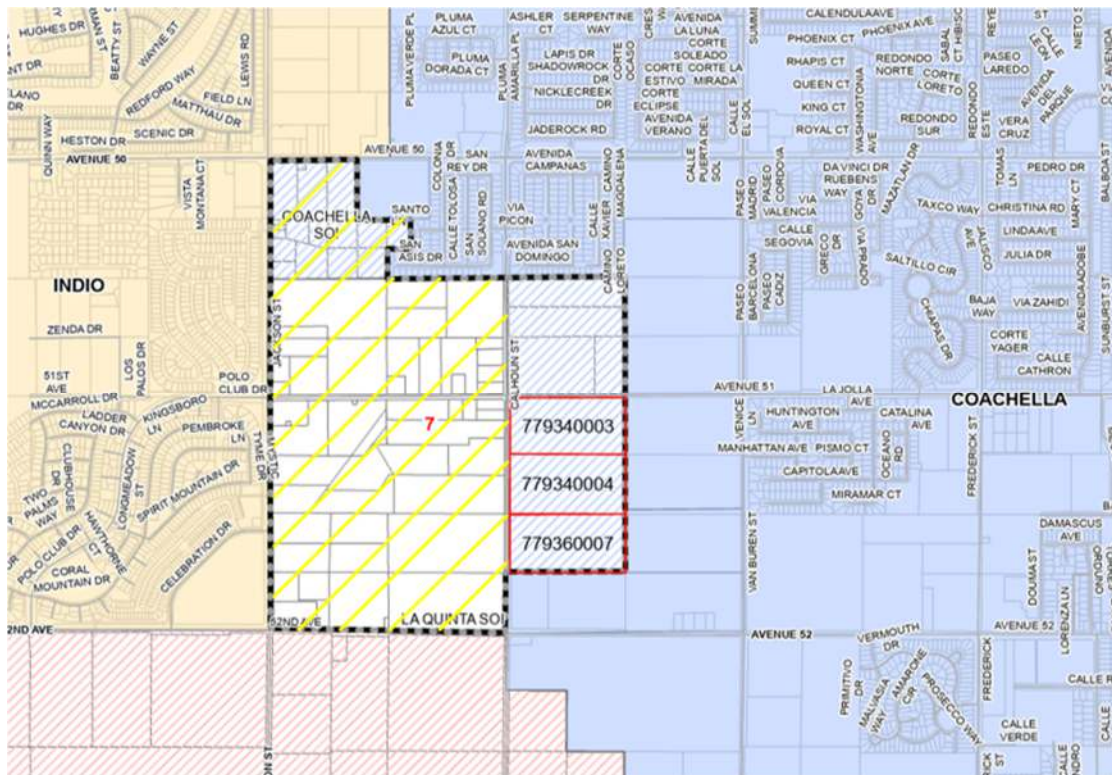
Covina, Menifee, Murrieta, Norco, Ontario, Placentia, Rialto, Riverside, San Marcos, Santa Ana, and Stanton and the Counties of Riverside, San Benito, San Bernardino, and Sutter. He has also led DTA’s efforts in the annexation of properties to various cities and special districts throughout the State of California.

In 1998, Mr. Wen received a B.A. in biology from Cornell University. In 2008, he earned the right to use the CFA designation. Mr. Wen has also attained his Series 50 licensing as a registered Municipal Advisor with the SEC and MSRB.

III SCOPE OF WORK

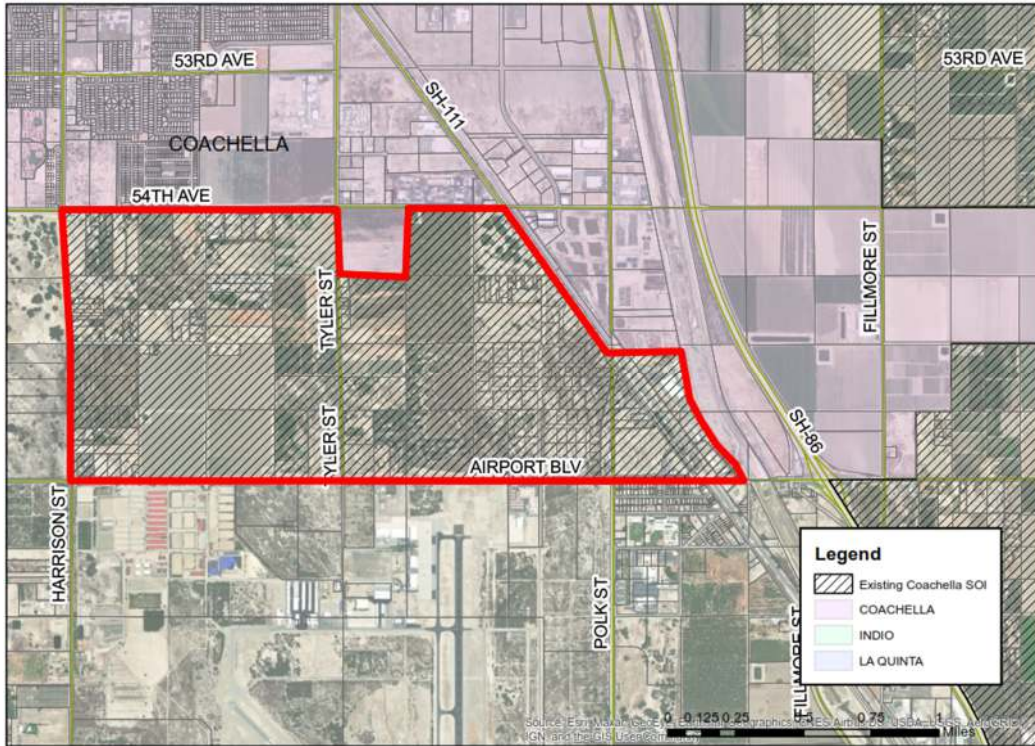
The City of Coachella ("City") is in the process of annexing certain areas currently located in unincorporated Riverside County (the "County") and the City's Sphere of Influence ("SOI"). The tasks listed below shall be undertaken by DTA to prepare the POS and associated FIA to support the annexation of an area commonly known as P7/Mesquite (the "P7/Mesquite Annexation"), depicted as the yellow-hatch area in Figure 1 below.

Figure 1: Boundaries of P7/Mesquite Annexation



In addition, the City is currently contemplating a potential annexation of the area north of the Jacqueline Cochran Regional Airport and within City's southern SOI (the "Airport SOI Annexation"), depicted in Figure 2 below. DTA will prepare the FIA for the annexation of Airport SOI to assist the City in evaluating the fiscal impact of such annexation. Hereinafter, the P7/Mesquite Annexation and Airport SOI Annexation shall be collectively identified as the "Annexation Areas."

Figure 2: Boundaries of Airport SOI Annexation



To ensure the accuracy of its fiscal analysis, DTA will rely on both a *Multiplier Approach* and *Case Study Approach* to evaluate the cost of services that will continue to be rendered by current service providers, such as the County, and those to be rendered in the Annexation Areas by the City or other service providers. Under this approach, DTA would send e-mail correspondence and conduct phone interviews with current and future providers to determine current levels of service and future levels of service for the Annexation Areas, as well as their available funding sources. DTA will use existing information regarding the Annexation Area research from any available City or County documents, such as approved planning documents, if available.

This engagement will include the preparation of a POS and the fiscal impacts of the annexation on the City General Fund for the P7/Mesquite Annexation, as well as the preparation of an FIA for the Airport SOI Annexation.

Notably, the fiscal analyses described below for the City General Fund cannot be finalized until the City and County reach a Property Tax Sharing Agreement determining the portions of the County’s current property tax allocation to be shared with the City.

A POS for the P7/Mesquite Annexation

To prepare the POS for the applicable Annexation Area, DTA will perform the following tasks:

Task 1 – Background Materials and Fiscal Research

DTA shall collect and review all background materials and data necessary for the POS, some of which shall be provided by the City or County. As part of this task, DTA shall perform the following tasks:

- Collect proposed land uses within such Annexation Area by land use type based on City and/or County approvals, including gross and net acres, floor area ratio, building square footage, etc.;*
- Gather information on the Annexation Area’s specific location, Assessor Parcel Numbers (“APNs”), and Tax Rate Areas (“TRAs”);*
- Obtain a map of the Annexation Area that reflects any existing or proposed specific development approvals;* and
- Determine demographic characteristics of the project by existing or proposed land use type utilizing data from the City’s or County’s General Plan*, the City, the Riverside County Transportation Authority (“RCTA”), the State Department of Finance, and other data sources.

*To be provided by the City or County:

Task 2 – Financial and Services Data Collection

DTA will determine the agencies that are currently providing services to the applicable Annexation Area, as well as those who will be providing services to it in the future, as follows:

- DTA shall prepare a separate series of e-mails to be sent to various County departments, as well as all other agencies currently providing services to such Annexation Area (the “Current Providers”). Such e-mails would request the following information from each Current Provider:
 - i. The current level of service, location(s) from which each service is being provided, and costs that residents/property owners are currently charged for such service;
 - ii. Identification of whether the Current Provider anticipates that it will continue to provide the service once the Annexation Area is developed;
 - iii. If the answer to item (ii) is affirmative, DTA shall request the level of service that the Current Provider expects to render and costs of rendering such service as the Annexation Area is being developed, as well as at Annexation Areas build-out;
 - iv. Determination of what upgrades in facilities or additional personnel will be required to extend the service to the Annexation Area once development in the Annexation Area proceeds, as well as once it is built-out; and

- v. The date on which service will be made available to the Annexation Area after the annexation.
- DTA will prepare a separate series of e-mails to the City, the County, and any other future service providers asking for the same information requested under items (iii), (iv), and (v), above, for services that these other service providers will be rendering.
- If necessary, DTA shall follow up with phone calls and e-mails to each current and future provider to ensure that the necessary data has been collected from all providers.
- Types of services to be considered under Task 2 shall include the following:
 - Animal control;
 - Building inspection;
 - Cable TV;
 - Drainage;
 - Emergency medical;
 - Fire protection;
 - Flood control;
 - Land use regulation;
 - Library services;
 - Local law administration;
 - Parks, open space and landscape maintenance;
 - Public recreation;
 - Public transit;
 - Road maintenance and improvements;
 - Schools;
 - Solid waste disposal;
 - Street lighting;
 - Street sweeping;
 - Trash collection;
 - Vector control;
 - Wastewater treatment;
 - Water supply; and
 - County General services.
- DTA will evaluate the present and planned capacity of public facilities and adequacy of public services, including all infrastructure needs or deficiencies.

Task 3 – POS Table

Based on input from Task 2, DTA shall prepare a POS Table that identifies each type of service provided by the Current Provider and proposed service provider once the development of the Annexation Area is initiated and once the Annexation Area has been built-out.

Task 4 – Written POS Report

DTA will prepare a written POS Report to be submitted to the City, County, and County LAFCO summarizing the information collected from these parties under Tasks 1 and 2 for each of the services listed in the POS Table, as well as a copy of the POS Table itself. Under this POS, the services that are to be transferred to the City will be listed, as will those services that will continue to be provided by the County or other service provider. Major changes to the POS based on revised input from the City, County, LAFCO, or other interested parties once the POS has been submitted to them shall be considered out of scope and may require additional fees if these revisions cause the budget to be exceeded.

B FIA for the City

In connection with the POS for the City, DTA shall also prepare an FIA analyzing the fiscal impacts of the proposed annexation on the City General Fund, as discussed below. In general, the City is likely to be responsible for many of the local services to be provided after the annexation, with the City's expenditures and revenues to be determined by DTA through the use of a Per Capita and Per Employee Multiplier analysis of the City's most recent General Fund budget, or by a Case Study analysis for certain services if the agency providing those services provides specific information to DTA.

Task 5 – Background Project and Fiscal Research

DTA shall review additional background materials describing the applicable Annexation Area that are not already covered under Task 1, such as the following:

- DTA will identify projected market prices and valuations for all identified land uses listed under Task 1;* and
- DTA shall determine the existing total property tax rates for each TRA currently included within such Annexation Area. DTA will obtain breakdowns of general levy tax allocation factors from the County Auditor-Controller for each TRA.

*To be provided by the City and County.

Task 6 – City Cost Impacts

DTA will employ the *Per Capita Multiplier Approach* and/or *Case Study Approach* for calculating relevant City costs related to such Annexation Area. This task includes an analysis of the City's current operating budget and relevant City documents. DTA would conduct the following activities under this task:

- This task includes the analysis of the City's current operating budget and relevant City studies or reports (if applicable) to assess the proposed Annexation Area's City General Fund costs at build-out; and
- DTA shall quantify existing infrastructure networks (e.g., existing road lane miles) and service program levels (e.g., number of sworn police officers per 1,000 people or equivalent building square footage) or obtain level of service standards from the City to be applied to the Annexation Area.

Task 7 – City Revenue Impacts

DTA will generally employ the *Case Study Approach* for certain applicable City revenues, such as sales taxes (direct and indirect, as well as Measure U), Utility User's Taxes ("UUTs"), Transient Occupancy Taxes ("TOTs"), property taxes, motor Vehicle License Fee ("VLF") in-lieu fees, and franchise fees. DTA will calculate property taxes based on the TRAs in which the Annexation Area is located and the City's share of 1% secured *ad valorem* property taxes after entering into

a property tax sharing agreement with the County¹.

Where applicable, DTA will employ the *Per Capita Multiplier Approach* for calculating other City revenues, such as gas taxes, fines and forfeitures, State subventions, and other miscellaneous revenue sources. This task will involve an analysis of the City's current operating budget for selected revenue categories.

Task 8 – Overall Fiscal Impacts on the City

- 8.1 **Projection of Annual City Costs and Revenues:** Based on the findings of Tasks 5-7, this task involves the analysis and estimation of the fiscal impacts on the City General Fund that will result from the Annexation Area. DTA will estimate the recurring fiscal cost for the City's provision of public services and operation and maintenance of public facilities for the Annexation Area at build-out. This task also involves projecting recurring revenues to the City from the Annexation Area at build-out.
- 8.2 **Projection of Net Fiscal Impact to the City:** This portion of the analysis will include an evaluation of the fiscal balance generated by the Annexation Area on the City General Fund. If a fiscal shortfall exists, DTA shall project the annual residential and non-residential service charges that would be necessary to mitigate any fiscal imbalance.

Task 9 – Executive Summary

DTA shall prepare an Executive Summary of the fiscal impacts of the annexation on the City General Fund, plus numerous charts and tables, to be presented to the City with the model as an attachment. Please note that DTA shall make minor revisions to the Executive Summary after submittal to the City, such as grammatical, calculation, and structural edits. However, any major revisions to the Executive Summary, including land use changes or revised assumptions, will be considered Additional Work (please see Section IV below for additional information).

C FIA for Airport SOI Annexation

DTA shall prepare an FIA analyzing the fiscal impacts of the proposed annexation on the City General Fund, as discussed below. In general, the City is likely to be responsible for many of the local services to be provided after the annexation, with the City's expenditures and revenues to be determined by DTA through the use of a Per Capita and Per Employee Multiplier analysis of the City's most recent General Fund budget, or by a Case Study analysis for certain services if the agency providing those services provides specific information to DTA.

¹ The City FIA cannot be finalized until the final property tax share percentage is determined.

Task 10 – Background Project and Fiscal Research

DTA shall review additional background materials describing the applicable Annexation Area that are not already covered under Task 1, such as the following:

- DTA will identify projected market prices and valuations for all identified land uses listed under Task 1;* and
- DTA shall determine the existing total property tax rates for each TRA currently included within such Annexation Area. DTA will obtain breakdowns of general levy tax allocation factors from the County Auditor-Controller for each TRA.

*To be provided by the City and County.

Task 11 – City Cost Impacts

DTA will employ the *Per Capita Multiplier Approach* and/or *Case Study Approach* for calculating relevant City costs related to such Annexation Area. This task includes an analysis of the City's current operating budget and relevant City documents. DTA would conduct the following activities under this task:

- This task includes the analysis of the City's current operating budget and relevant City studies or reports (if applicable) to assess the proposed Annexation Area's City General Fund costs at build-out; and
- DTA shall quantify existing infrastructure networks (e.g., existing road lane miles) and service program levels (e.g., number of sworn police officers per 1,000 people or equivalent building square footage) or obtain level of service standards from the City to be applied to the Annexation Area.

Task 12 – City Revenue Impacts

DTA will generally employ the *Case Study Approach* for certain applicable City revenues, such as sales taxes (direct and indirect, as well as Measure U), UUTs, TOTs, property taxes, motor VLF in-lieu fees, and franchise fees. DTA will calculate property taxes based on the TRAs in which the Annexation Area is located and the City's share of 1% secured *ad valorem* property taxes after entering into a property tax sharing agreement with the County².

Where applicable, DTA will employ the *Per Capita Multiplier Approach* for calculating other City revenues, such as gas taxes, fines and forfeitures, State subventions, and other miscellaneous revenue sources. This task will involve an analysis of the City's current operating budget for selected revenue categories.

Task 13 – Overall Fiscal Impacts on the City

- 13.1 **Projection of Annual City Costs and Revenues:** Based on the findings of Tasks 10-12, this task involves the analysis and estimation of the fiscal impacts on the City General Fund that will result from the Annexation Area. DTA will estimate the recurring fiscal

² The City FIA cannot be finalized until the final property tax share percentage is determined.

cost for the City’s provision of public services and operation and maintenance of public facilities for the Annexation Area at build-out. This task also involves projecting recurring revenues to the City from the Annexation Area at build-out.

13.2 Projection of Net Fiscal Impact to the City: This portion of the analysis will include an evaluation of the fiscal balance generated by the Annexation Area on the City General Fund. If a fiscal shortfall exists, DTA shall project the annual residential and non-residential service charges that would be necessary to mitigate any fiscal imbalance.

Task 14 – Executive Summary

DTA shall prepare an Executive Summary of the fiscal impacts of the annexation on the City General Fund, plus numerous charts and tables, to be presented to the City with the model as an attachment. Please note that DTA shall make minor revisions to the Executive Summary after submittal to the City, such as grammatical, calculation, and structural edits. However, any major revisions to the Executive Summary, including land use changes or revised assumptions, will be considered Additional Work (please see Section IV below for additional information).

D Virtual Meetings

Task 15 - Presentation of POS and FIA Conclusions

DTA shall formally present the conclusions of its POS and FIA work product at two (2) virtual meetings with the City, County, LAFCO and other interested parties.

E Optional Tasks

Task 16 – Report Preparation

DTA shall prepare full narrative Fiscal Impact Report(s) (“FIRs”) (beyond the preparation of Executive Summary-level documents) detailing the impacts of the transfer of the Annexation Area(s) to the City on the City General Fund. Each FIR will contain a detailed discussion and analysis of the assumptions, methodology, and findings of the corresponding fiscal impact study.

Task 17 – Property Tax Sharing Agreement Negotiations

At the request of the City, DTA shall assist in negotiations regarding the Property Tax Sharing Agreement between the City and County. Notably, the data included in the City and County FIAs to be prepared by DTA under this Scope of Work could be utilized as the basis for property tax negotiations between the City and County. As it is likely that a series of separate fiscal analyses may be needed to determine the final property tax sharing percentages agreed upon by the two parties, DTA would keep track of its time on this task separately on a time and materials basis. This cost would be invoiced as an additional charge if it causes the total proposed budget below to be exceeded.

Task 18 – Additional Annexations

At the request of the City, DTA shall prepare additional FIAs for other potential annexations of unincorporated areas into the City.

IV FEE PROPOSAL

The proposed budget for the tasks listed in the Scope of Work is detailed below in Table 1. DTA shall be remunerated for consulting services (as described above in the Scope of Work) on an hourly basis according to the rates set forth in Table 2 below, with invoices being submitted to the City monthly.

Table 1: Proposed Budget

Task Nos.	Project Task	Maximum Charge ¹
1-9	POS for P7/Mesquite Annexation	\$25,000
10-14	FIA for Airport SOI Annexation	\$12,500
15	Two (2) Virtual Meetings	Included
Total		\$37,500

Note:

- The costs listed above do not include out-of-pocket expenses.

Table 2: DTA’s Fee Schedule

Labor Category	Labor Rate
President/Managing Director	\$320/Hour
Senior Vice President	\$290/Hour
Vice President	\$250/Hour
Senior Manager	\$210/Hour
Manager	\$200/Hour
Senior Associate	\$190/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

Out-of-pocket expenses shall include data purchase costs associated with an FIA, administrative expenses equal to 3% of DTA’s billings for labor, and any outside vendor payments (e.g., courier) and automobile mileage, not to exceed a total of \$1,000 for the P7/Mesquite Annexation and \$500 for the Airport SOI Annexation. If it is necessary for any data to be pulled from CoStar (property analytics and land “comps”) to complete the Project, there shall be an additional charge of \$500. All hourly rates for services apply through June 30, 2025, and are subject to a cost-of-living increase at that time. On or about the first two weeks of each month during which consulting services are rendered hereunder, DTA shall present to the City an invoice covering the current consulting services performed and reimbursable expenses incurred pursuant to this Notice of Authorization. Invoices shall be paid by the City within 30 days of the date of each invoice. A 1.2% charge may be imposed

monthly against accounts that are not paid within 45 days of the date of each invoice. The prevailing party in any legal action brought by one party against the other and arising out of this Consultant Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

B Disclaimer

While DTA has a fiduciary responsibility as a licensed Municipal Advisor, DTA is not, unless otherwise stipulated, acting as the City's Municipal Advisor. The services discussed herein do not constitute any financial advice or fall under the category of municipal advisory services as defined by the SEC.

C Limitations

This budget covers only those tasks outlined in Tasks 1-15 in the Scope of Work. Additional consulting services beyond those included in the Scope of Work ("Additional Work") shall require additional fees at the hourly rates listed above if they cause the budget listed in Table 1 to be exceeded. For example, the following would be considered Additional Work:

- Any research by DTA staff to assist service providers, including the City or County, in determining appropriate levels of services or costs;
- Work associated with the preparation of a POS for more than one Annexation Area set of land uses or to reflect significant changes in the Annexation Area's land uses during the preparation of the analyses;
- Work associated with the preparation of FIAs for more than two Annexation Area sets of land uses or to reflect significant changes in the two Annexation Areas' land uses during the preparation of the analyses;
- Additional analysis based on revised assumptions requested by the City, County, or LAFCO after the POSs and their associated FIAs have been submitted for their review;
- Any significant revisions to the report requested by the City, County, LAFCO, or other interested parties after submittal of the Final Report to these parties;
- Preparation of full detailed Fiscal Impact Reports beyond the completion of Executive Summaries;
- Assistance in negotiations with land developers or the County, including property tax sharing negotiations;
- Attendance at any in-person meetings;
- Attendance at more than two (2) virtual meetings for presentation purposes; and
- Any expenses incurred as a result of out-of-scope work.



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STAFF REPORT
5/8/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Encanto Project Change of Zone No. 24-01, Tentative Tract Map No 38429, Conditional Use Permit No. 376, Architectural Review No. 22-11, Environmental Assessment No. 22-04 a proposal to subdivide 19.2 acres into 111 single family lots with a minimum lot size of 4,500 square feet with seven single family residential production model homes located west of Van Buren Street, between Avenue 51 and Avenue 52, APN 779-360-001; Applicant: Joseph Rivani, Global Investment and Development

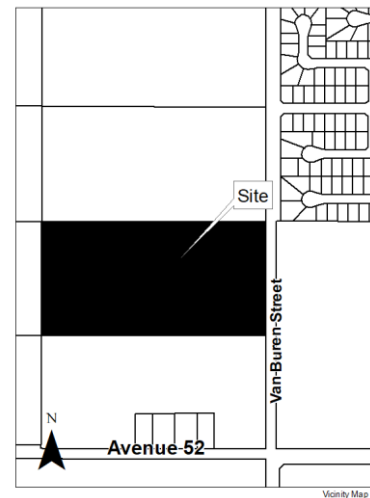
STAFF RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2024-15 and Ordinance No. 1210 adopting a Mitigated Negative Declaration for EA 22-04 and approving TTM No. 38429, CZ No. 24-01, CUP No. 376 and AR No. 22-11 for a 111-lot planned unit development subdivision for Joseph Rivani located on a 19.2-acre site, west of Van Buren Street, south of Avenue 51 and north of Avenue 52 pursuant to the findings and conditions of approval contained in the attached resolution.

BACKGROUND:

The property is currently vacant and previously was used for agricultural purposes, however the site has been fallow since 2008.

The property was once outside City limits in the boundaries Vista Santa Rosa community of interest and Coachella's sphere of influence but annexed into the City of Coachella on October 27, 2005 by the Riverside Local Agency Formation Commission (LAFCO). The Coachella City Council approved a Tentative Tract No. 32415 on July 13, 2005 for the construction of 78 single family homes. The Riverside County Planning Department provided comment on the project that the project did not meet streetscape themes for the Vista Santa Rosa Design Guidelines such as date palm rows, low agricultural lighting fixtures, white rail fencing and recreational trails. The design guidelines also discourage street walls. An aerial photograph of the site is shown above. The applicant filed the above referenced applications in November 2022.

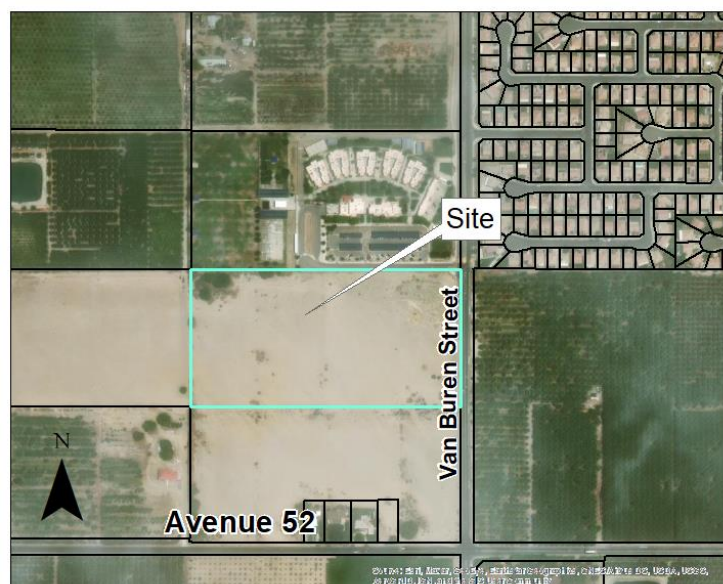


At a public hearing on April 17, 2024, the Planning Commission considered and recommended approval of the Encanto project consisting of TTM No. 38429, CZ No. 24-01, CUP No. 376, AR No. 22-11 and adoption of EA No. 22-04. The Planning Commission added condition of approval no. 97 that prohibits rent of the proposed residences for short-term vacation rentals within two years after final occupancy, unless City adopts a new short-term vacation rental ordinance.

The Encanto project consists of the following applications:

- **EA No. 22-04** was prepared to address the direct, indirect, and cumulative environmental effects of the proposed project on a 19.2-acre site located west of Van Buren Street, south of Avenue 51 and north of Avenue 52, APN 779-360-001.
- **Change of Zone No. 24-01** proposes to change the existing zone from Regional Commercial (R-C) to Regional Commercial-Planned Unit Development (RC-PUD), to utilize the provisions of Section 17.38 (Planned Unit Development) of the Coachella Municipal Code.
- **TTM No. 38429** proposes to subdivide 19.2 acres into a private 111 single family subdivision with a minimum lot size of 5000 square feet. The proposed project also includes an approximate .29-acre neighborhood park, an approximate .67-acre water retention area, monument signage and street and utility improvements. The proposed project would result in a density of 10 dwelling units per acre which is consistent with the Regional Commercial land use designation of the Coachella General Plan.
- **CUP No. 376** proposes to utilize the provisions of Section 17.38 (Planned Unit Developments) of the Coachella Municipal Code. A Planned Unit Overlay is utilized to provide for attractive, planned, residential districts in accordance with the general plan; to provide a means of achieving greater quality, variety, and flexibility in residential developments. In this case, the applicant is proposing a reduction in the side yard setback from 5 feet to 4 feet of the proposed lots.
- **AR No. 22-11** is for architectural review for 7 single family residential homes floor plans and the landscaping.

Figure 1: Aerial Photo of Encanto project site



DISCUSSION/ANALYSIS:

Surrounding land uses and zoning designations are as follows:

- North:** Coral Mountain Academy (51375 Van Buren St); General Plan designation: School; Existing Zoning: Suburban Neighborhood.
- South:** Vacant, General Plan designation: Regional Retail District; Existing Zoning: Regional Commercial (R-C).
- East:** Van Buren Street and Existing Agricultural Uses (Date Farm); General Plan designation: General Neighborhood and Zoning: General Neighborhood (G-N)
- West:** Outside City Limits with Existing Agricultural Uses; General Plan designation: Regional Retail District; Existing Zoning: Regional Commercial (R-C).

Site plan

The exhibit below illustrates the proposed site plan layout for the Encanto project. The site plan includes 7 distinct floor plans. A unique feature of this project is that no residential homes will have their rear to the main arterial road which will largely include landscape and front elevations visible from Van Buren Street. A copy of the site plan is included below:

Figure 2: Encanto Site Plan



Architectural Design (See Exhibit E for a full set of architectural renderings)

The Encanto project includes seven distinct floor plans that are all two-story homes. Four of the floor plans include accessory dwelling units (ADUs). The architectural plans are all a combination of Spanish and modern architectural design:

- **Plan A** - 2,036 sq. ft Two-Story (3-Bedroom, 2.5-Bath) residence.; ADU 1,052 sq. ft. (1-bedroom, 1.5 bath)
- **Plan B** - 2,470 sq. ft Two-story (4-Bedroom, 3-Bath) residence; ADU 1,060 sq. ft. (1-bedroom, 1.5 bath)
- **Plan C** – 2,270 sq. ft. Two-story (3-Bedroom, 2.5-Bath) residence; ADU 964 sq. ft. (2-bedroom, 2 bath)
- **Plan D** – 2,370 sq. ft. Two-story (3-Bedroom, 2.5-Bath) residence; ADU 1,152 sq. ft. (2-bedroom, 1.5 bath)
- **Plan E** - 2,791 sq. ft. Two-story (4 bedroom, 3.5- Bath) residence
- **Plan F** – 2,317 sq. ft. Two-Story (4 bedroom, 3.5- Bath) residence
- **Plan G** – 2,814 sq. ft. Two-Story (5 bedroom, 3.5 Bath) residence

Figure 3: Proposed Architectural Models



Figure 4: Plan A Elevation (Front)



The Plan A exterior elevation includes exterior materials include stucco, flat rood, second floor covered deck, window garage doors, stucco projection at front corners, scored stucco accents, and covered entry.

Figure 5: Plan B Elevation (Front)



Plan B exterior materials include stucco, concrete tile roofing, second floor covered deck, garage door windows, large corner vertical window element, and covered entry. The roof includes gable and flat roof features.

Figure 6: Plan C Elevation (Front)



Plan C exterior building materials include stucco, garage door windows, second floor covered deck, covered entry. The roof pattern is a flat roof design.

Figure 7: Plan D Elevation (Front)



Plan D exterior building materials include stucco, garage door windows, second floor covered deck, concrete tile roof, covered entry, and long horizontal patterned windows. The roof pattern is a combination flat roof and hip roof design.

Figure 8: Plan E Elevation (Front)



Plan E exterior building materials include stucco, garage door windows, concrete tile roof, second covered floor deck, covered entry, and long vertical patterned windows. The roof pattern is a combination flat roof and gable roof design.

Figure 9: Plan F Elevation (Front)



Plan F exterior building materials include stucco, garage door windows, second floor deck, covered entry, and long vertical patterned windows. The roof pattern is a flat roof design.

Figure 10: Plan G Elevation (Front)



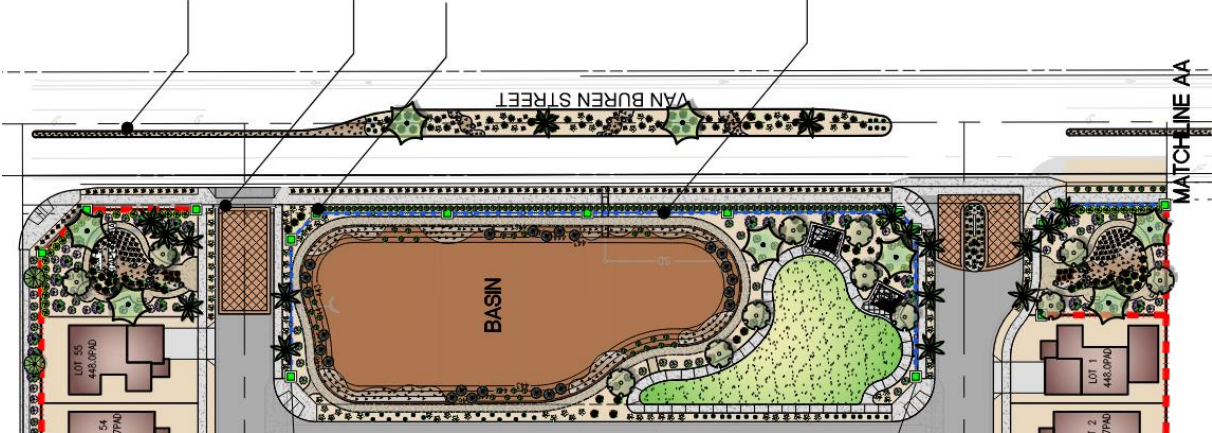
Plan G exterior building materials include stucco, garage door windows, second floor covered deck, covered entry, and long horizontal patterned windows. The roof pattern is a combination hip roof and flat roof design. Plan G is similar in appearance to Plan D.

LANDSCAPE DESIGN

The landscape plan for the Encanto project addresses the proposed landscaping along Van Buren Street, Friday Way, project entries, the overall project wall and fence plan, park and retention area landscaping and typical front yard landscaping.

A 6-foot-high decorative split face block wall will be constructed along Frida Way. The Van Buren Street project frontage will include combination of pilasters with equestrian vinyl railing fence that separates the Van Buren public realm area from the proposed development. Staff requested that the applicant utilize a multi-use perimeter DG trail, split rail fence, and public sidewalk similar to the Sevilla II (Pyramid Ranch) development consistent with Council direction for Van Buren Street development. The applicant has agreed to accomplish this with modification of the landscape plans as required by their conditions of approval to include the trail consistent with the City Council design direction for the area.

Figure 11: 2 Project Entryways, Perimeter Landscape and Street Medians



The project entry includes enhanced pavement at each project entry and an entry monument sign in the entry median at the south entry. The project entry also includes a 6-foot-wide landscaped median

The 16' wide Van Buren Street landscape median will be constructed and is proposed to include date palm and Palo Verde trees and a variety of shrubs and ground cover. The landscape median will require modification for consistency with the 2007 Citywide Street Median Guidelines to include two rows of palm trees and shade trees consistent with a "Shady Oasis" concept within the median.

Figure 12: Van Buren Street Proposed Landscaping



Figure 13: Proposed Entry Median Monument Signs

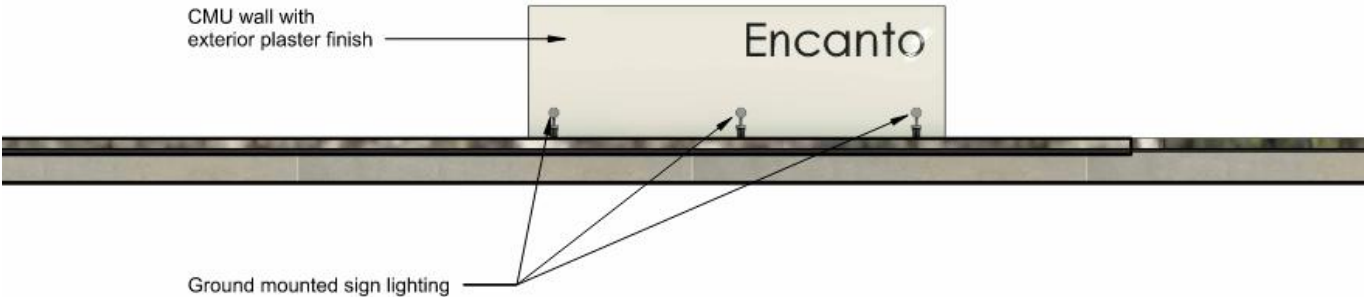


Figure 14: Proposed Van Buren Street Roadway section

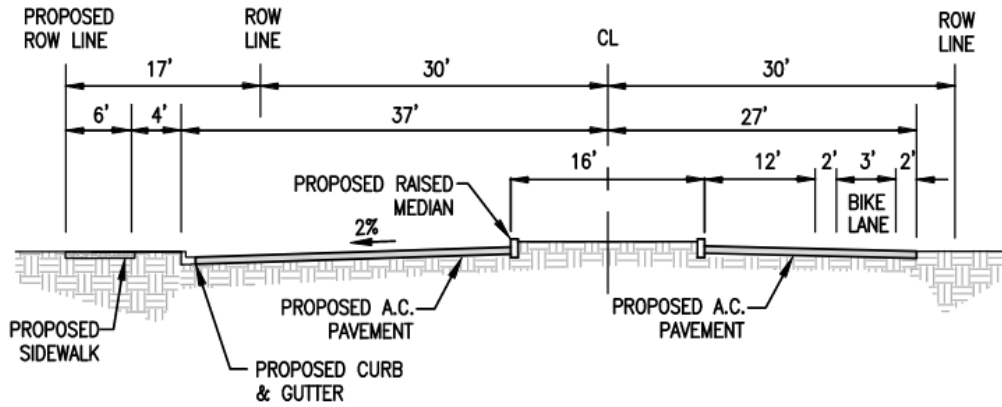
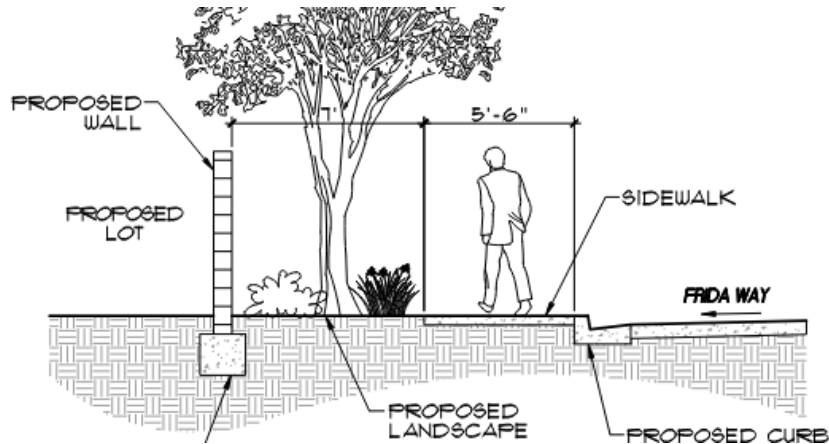


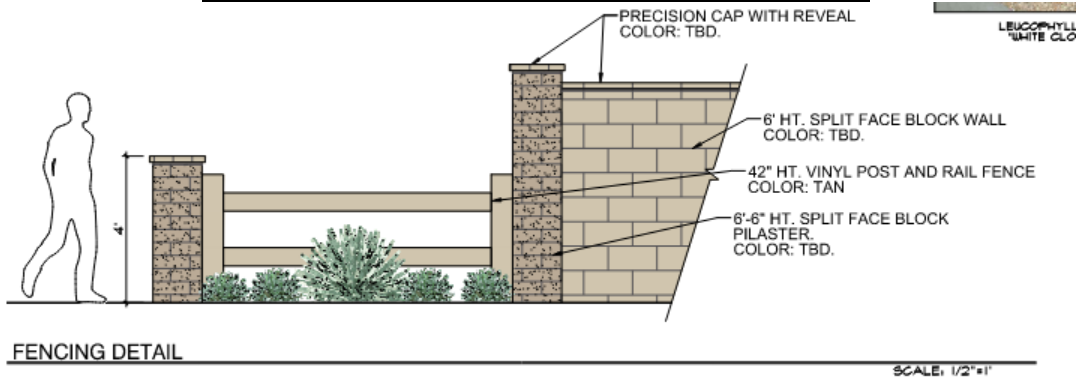
Figure 15: Proposed Frida Way Roadway section



Wall and Fence Plan

A copy of the proposed wall and fence plan is illustrated on Figure 16 below. A 6 ft high precision block wall will be constructed along the perimeter of the project and block wall is proposed between lots and along the side yard between the house and the block wall.

Figure 15: Proposed Wall and Fencing Materials



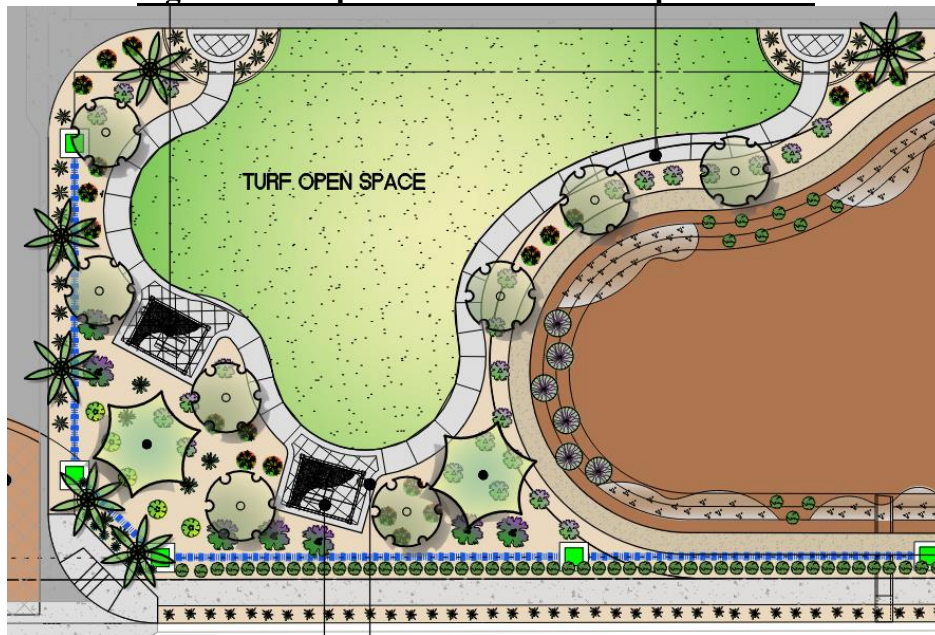
Retention Basin Landscaping

The retention basin landscaping is illustrated in Figure 11 and appears to largely include decomposed granite (DG) or decorative gravel but is not identified on the landscape legend. Shrubs are proposed on the slopes of the retention basin. Staff has added a condition that the retention basin include river rock at the basin bottom and shade trees which will serve to mitigate the wash out of DG during storm events. Narrow retention basins are also proposed along side parkways within the neighborhood.

Mini Park Areas

The Project is proposing an approximate 0.29 acre community park. The park will include passive uses which include two 15' x 12' shade structures with picnic tables and meandering walkway. A site plan for the park and plant palette are provided in Figure 14 below. There will also be two large landscape lots, Lot H (.15 acres) and Lot I (.13 acres) that help serve as an attractive buffer from the proposed homes to Van Buren Street.

Figure 14: Proposed .29-acre Park Improvements



Typical Front Yard Landscaping and Plant Palette

A landscape plan has not been submitted for front yard typical landscaping but will be required to be submitted as a final landscape plan to include water efficient landscaping with at least one front yard tree in the parkway to accommodate a shaded street environment.

Figure 15: Landscaping Tree and Plant Palette

TREES



PHOENIX DACTYLIFERA
"DATE PALM"



RHUS LANCEA
"AFRICAN SUMAC"



ACACIA ANEURA
"MULGA"



PARKINSONIA X
"DESERT MUSEUM"

DESERT ACCENTS



AGAVE PARRYI VAR. TRUNCATA
"ARTICHOKE AGAVE"



HESPERALOE PARVIFLORA
"DESERT FLAMENCO"



AGAVE MADIOPICTA
"MADIOPICTA AGAVE"



AGAVE AMERICANA
"CENTURY PLANT"

SHRUBS



LEUCOPHYLLUM FRUTESCENS
"WHITE CLOUD"



RUSSELLIA Equisetiformis
"CORAL BELLS"



LEUCOPHYLLUM LINDHOLMIAE
"LYNN'S LEGACY"



TECOMA STANS
"YELLOW BELLS"



LEUCOPHYLLUM FRUTESCENS
"GREEN CLOUD"

GROUND COVER & GRASSES



CARISSA
"GREEN CARPET"



MUHLENBERGIA CAPILLARIS
"REGAL MIST"

CONSISTENCY WITH GENERAL PLAN

The project site is within the Regional Retail District land use designation and is intended to provide a wide range of shopping and entertainment in a variety of urban and suburban formats. These includes regional shopping centers, mixed destination centers or similar uses. The uses allowed in this designation will cater to regional clientele and provide a unique amenity to all residents of the Coachella Valley and an important revenue source for the City. The primary purpose of the District is to provide for commercial opportunities, with residential uses supporting the retail environment. The land use designation in this area was established in anticipation of development of big box regional commercial development, though the feasibility of big box retail development as a primary destination for buying goods has decreased with the popularity of online purchasing.

The fundamental character of these neighborhoods is defined by high-branching deciduous trees along pedestrian-oriented streets. Sidewalks of six to eight feet wide should be provided on at least one side of the private streets. Soundwalls and other similar barriers should be avoided. Allowed land uses include residential land uses at a development intensity of 10-15 DU/AC.

The Encanto project proposes 111 single family homes and 81 ADUs, 192 total residential units, on a 19.2-acre site that equates to a net density of 10 du/acre. Staff believes that establishing housing at this site would still accommodate regional commercial to the South and increase the viability of the commercial uses with the construction of nearby homes. The proposed development would also increase the number of homes by 114 units more than the residential tract map approved in 2005. The project meets the general plan density requirements and meets the design standards for network connectivity, street design, parks and open space and urban form guidelines.

CONSISTENCY WITH ZONING

The project site is currently zoned Regional Commercial (R-C), which implements the Regional Retail District land use designation of the General Plan. The R-C zone permits detached single family detached subdivisions with a minimum density of 10 dwelling units per acre on lots with a on minimum lot size of 4,000 square feet with a minimum interior lot width of 40 feet and minimum lot depth of 75 feet. The minimum width of corner lots is 45 feet. The minimum front yard requirement is 15 feet and the minimum side yard requirement for interior and corner lots is 10% of the lot width, but not less than 5 feet. Side yards setbacks of 5 feet and rear yard setbacks of 20 feet are required.

The Encanto Project meets all the requirements of the R-C zone, except that the applicant requests the ability to utilize 15-foot rear yard setbacks for primary homes and 4-foot rear setbacks for ADUs. State ADU law already allows ADUs to utilize side and rear setbacks of 4 feet. Of the 68 Plan 1 homes, 30 lots have a setback of less than 20 feet which is why the Applicant is using the Planned Unit Development provisions (Section 17.38) of the Municipal Code that allows for a 15-foot rear yard setback. The project is consistent with Section 17.19 of the Municipal Code, Supplemental Standards for Single-Family Residential recently adopted by the City Council.

Table 1 – Zoning Ordinance Development Standards

	Zoning Ordinance	Proposed	Complies with Code
Density	10-15 du/acre	10 du/ac	Yes
Parking (Minimum)	One per dwelling unit, to be covered or in a garage. Plus one and one third open space per dwelling unit.		Yes. Each unit includes a 2-car garage
Lot Requirements	4,000 sq. ft. Minimum Lot width 40' Minimum Lot depth 75'	All proposed parcels are 4,504 sq. ft. or greater (4,504-9,211 sq. ft.) Minimum Lot Width: 45' Minimum Lot depth: 90'	Yes
Minimum Yard Requirement	Front Yard: 15 feet Side Yard: 5 feet Rear Yard: 20 feet	Front Yard: 15 feet Side Yard: 4 feet Rear Yard: 15 feet Primary Homes, 4 feet ADUs	No. However, the proposal is consistent with PUD standards
Height (maximum)	45 feet	28 feet Maximum	Yes. The maximum height proposed is less than 45 feet

ENVIRONMENTAL REVIEW:

Pursuant to CEQA, an initial study was prepared for the Encanto Project. The Initial Study concluded that the project would result in less than significant impacts to Aesthetics, Agriculture and Forestry Resources, Air Quality, Greenhouse Gas Emissions, Energy, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Utilities and Service Systems and Wildfire.

The Initial Study concluded that the project would result in a less than significant impact with mitigation incorporated to Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials and Tribal Cultural Resources.

A 30-day public review period ran from February 9, 2024, to March 10, 2024. 5 comment letters were submitted during the comment period.

A Mitigation Monitoring and Reporting Program (MMRP) has been prepared and is attached in Attachment No 1, Exhibit A.

ALTERNATIVES:

- 1) Adopt Resolution No. 2024-15 approving TTM No. 38429, CUP No. 376 and AR No. 22-11; Adopt Ordinance No. 1210 approving CZ No. 24-01 (*first reading*); and adopt a mitigated negative declaration for EA No. 22-04 with the findings and conditions as recommended by Staff.
- 2) Adopt Resolution No. 2024-15 approving TTM No. 38429, CZ No. 24-01, CUP No. 376 and AR No. 22-11; Adopt Ordinance No. 1210 approving CZ No. 24-01 (*first reading*); adopt a mitigated negative declaration for EA No. 22-04 with the findings and conditions as recommended by Staff with modifications as proposed by the City Council
- 3) Deny Resolution No. 2024-15 and Ordinance No. 1210.
- 4) Continue this item and provide staff and the applicant with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends that the City Council approve Alternative #1.

Attachments:

1. Resolution No. 2024-15 approving TTM No. 38429, CUP No. 376 and AR No. 22-11 and adopting a mitigated negative declaration for EA 22-04 and conditions of approval.
Exhibit A - EA 22-04 Mitigated Negative Declaration and Mitigation Monitoring Plan
Exhibit B - Tentative Tract Map No. 38429 Encanto
Exhibit C - Conditions of Approval for TTM No. 38429, CUP No. 376 and AR No. 21-11
Exhibit D - Encanto Development Plan Set
Exhibit E – Planned Unit Development – Encanto Project
2. Ordinance No. 1210 (1st Reading)
Exhibit A - Change of Zone No. 24-01 exhibit
3. Comment Letters
4. Vicinity Map
5. Street Median Development Guidelines
6. Van Buren Street drop lane exhibit

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE NO. 24-01 TO CHANGE THE ZONE FROM REGIONAL COMMERCIAL (R-C) TO REGIONAL COMMERCIAL-PLANNED UNIT DEVELOPMENT (R-C-PUD); TENTATIVE TRACT MAP NO. 38429 THAT PROPOSES TO SUBDIVIDE THE PROJECT SITE INTO 111 SINGLE FAMILY LOTS; CUP NO. 376 THAT PROPOSES TO UTILIZE THE PROVISIONS OF SECTION 17.38 (PLANNED UNIT DEVELOPMENT); ARCHITECTURAL REVIEW NO. 22-11 FOR THE REVIEW OF THE PROPOSED ELEVATIONS AND FLOOR PLANS AND ENVIRONMENTAL ASSESSMENT NO. 22-04 THAT WAS PREPARED TO ADDRESS THE DIRECT, INDIRECT AND CUMULATIVE ENVIRONMENTAL EFFECTS OF THE PROPOSED PROJECT ON A 19.02 ACRE SITE LOCATED WEST OF VAN BUREN STREET, SOUTH OF AVENUE 51, NORTH OF AVENUE 52; APN 779-360-001; JOSEPH RIVANI, GLOBAL INVESTMENT AND DEVELOPMENT, APPLICANT

WHEREAS, Joseph Rivani of Global Investment and Development filed applications on a vacant 19.2 acre project site located west of Van Buren Street, south of Avenue 51 and north of Avenue 52; APN #'s 779-360-001 and,

WHEREAS, the City has processed said application pursuant to the Subdivision Map Act (commencing with Section 66400, Title 7 of the Government Code), Title 16 of the Coachella Municipal Code, and the California Environmental Quality Act of 1970 as amended; and,

WHEREAS, on April 17, 2024, the Planning Commission conducted a duly noticed public hearing on CZ No. 24-01, TTM No. 38429, AR No. 22-11, CUP No. 376 and EA No. 22-04 in the City Council Chambers, 1515 6th Street, Coachella, California; and,

WHEREAS, on May 8, 2024, the City Council conducted a duly noticed public hearing on CZ No. 24-01, TTM No. 38429, AR No. 22-11, CUP No. 376 and EA No. 22-04 in the City Council Chambers, 1515 6th Street, 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 the Coachella Municipal Code, and the attendant applications for a Change of Zone, Tentative Tract Map, Conditional Use Permit, Architectural Review 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 the 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, pursuant to the provisions of the California Environmental Quality Act, an initial study was prepared that determined that the project would not have a significant effect on the environment; and,

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

WHEREAS, the City Council of the City of Coachella finds that Tentative Tract Map No. 38429 is in compliance with the Subdivision Map Act and the City’s Subdivision Ordinance.

NOW, THEREFORE, BE IT RESOLVED, THE PLANNING COMMISSION OF THE CITY OF COACHELLA, CALIFORNIA DOES HEREBY FIND DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein as findings of fact.

SECTION 2. Compliance with the California Environmental Quality Act. The City Council has reviewed and considered the information contained in the Mitigated Negative Declaration Initial Study for Environmental Assessment No. 22-04, comments received, and other documents contained in the administrative record for the Project. The City Council finds that the Mitigated Negative Declaration, Initial Study and administrative record contain a complete and accurate reporting of the environmental impacts associated with the Project. The City Council finds that the Mitigated Negative Declaration, Initial Study, and Mitigation Monitoring and Reporting Program (MMRP) as provided in “Exhibit A” have been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Coachella’s Local CEQA Guidelines.

SECTION 3. Findings of Environmental Impacts. Based on the whole record before it, including the Mitigated Negative Declaration, Initial Study, the administrative record and all other written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the Project as outlined in the Mitigated Negative Declaration and Initial Study can be mitigated to a level of less than significant. The City Council further finds that there is no substantial evidence in the administrative record supporting a fair argument that the Project may result in any significant environmental impacts. The City Council finds that the Mitigated Negative Declaration contains a complete, objective, and accurate reporting of the environmental impacts associated with

the Project and reflects the independent judgment and analysis of the City Council.

SECTION 4. Recommendation Regarding Adoption of the Negative Declaration. The City Council hereby finds adequacy in the environmental review documents and recommends that the City Council adopt the Mitigated Negative Declaration.

SECTION 5. Tentative Tract Map, Conditional Use Permit Architectural Review Findings

With respect to Tentative Tract Map No. 38429, Conditional Use Permit No. 376 and Architectural Review 22-11, the City Council finds as follows for the proposed for the 192 unit single-family residential development project:

1. The proposed subdivision map, change of zone, conditional use permit and architectural review are consistent with the General Plan and the City of Coachella Official Zoning Map governing the site. The subject site is a 19.2-acre vacant parcel with adequate access and lot dimensions to allow for the intended single-family residential lot development in a manner consistent with the Regional Retail District land use designation of the General Plan and Regional Commercial-Planned Unit Development Zoning Designation. The project will substantially comply with the General Plan 2035 document which calls for a higher density residential development encouraging a predominance of small-lot, single-family residential neighborhoods.
2. The site is physically suitable for the type of development and the proposed density. The proposed subdivision will provide adequate sized lots for new single-family residential lots. All proposed lots will have adequate dimensions, and ingress and egress to accommodate the proposed development.
3. The design of the subdivision and type of improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. There are no sensitive habitats or bodies of water in the immediate vicinity of the site. The initial environmental study prepared for this project did not identify any biological resources on the site or in the vicinity of the project that would be impacted by the proposed project.
4. The design of the subdivision and type of improvements are not likely to cause any serious public health problems. As proposed, the proposed project would allow for single-family residential lots with a minimum lot size of 4,500 square feet. The adjoining uses are consistent with the proposed use of the property as a single-family detached subdivision.
5. The design of the subdivision and type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. The project is located on the west side of Van Buren Avenue, south of Avenue 51, north of Avenue 52.
6. The design of the subdivision will provide, to the extent feasible, for future passive or natural heating or cooling opportunities. The proposed subdivision will provide adequate

sites for new homes with southern exposure, and all future construction will be designed to the latest Building Codes and energy efficient design and construction will be required by the City's Building Division.

7. Staff prepared an initial study for the Encanto Project applications that determined that that the proposed project will not create any new potentially adverse environmental effects. As such, the project's environmental effects will not be significant subject to the project's compliance with the following mitigation measures, as are applicable to the subject site:

SECTION 6. Location and Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at Coachella Corporate Yard. The City Clerk is the custodian of the record of proceedings.

SECTION 7. Execution of Resolution. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

SECTION 8. City Council Approval Based on the foregoing recitals and findings above, and the written and oral comments, facts and evidence presented, the City of Coachella City Council hereby approves of Tentative Tract Map No. 38429 "Exhibit B", Conditional Use Permit No. 376, and Architectural Review No. 22-11 for the Encanto development as set forth in "Exhibit D" and subject to the Conditions of Approval as set forth in "Exhibit C" and Planned Unit Development Standards established in "Exhibit E."

PASSED APPROVED and ADOPTED at a meeting of the City Council of the City of Coachella on this 8th day of May 2024.

AYES:

NOES:

ABSENT

ABSTAIN

Steven A. Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

Encanto Housing Project Initial Study/Mitigated Negative Declaration

Lead Agency:

City of Coachella
1515 6th Street
Coachella, CA 92236

Prepared by:

The Altum Group
44-600 Village Court, Suite 100
Palm Desert, CA 92260



October 2023

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Appendix

Appendix A	Biological Resources Assessment
Appendix B	Cultural Resource Investigation
Appendix C	Air Quality, Greenhouse Gas, and Energy Impact Study
Appendix D	Geotechnical Engineering Report
Appendix E	Paleontological Resource Assessment
Appendix F	Preliminary Water Quality Management Plan
Appendix G	Noise Impact Study
Appendix H	Traffic Analysis



Acronyms

AB	Assembly Bill
ADA	American Disabilities Act
ADU	Accessory Dwelling Unit
ALUC	Airport Land Use Compatibility
APN	Assessor’s Parcel Number
AQ	Air Quality
AQMP	Air Quality and Management Plan
ASTM	American Society for Testing and Materials
BACM	Best Available Dust Control Measures
BERD	Built Environment Resources Directory
bgs	Below Ground Surface
Bio-CO2	Biogenic Carbon Dioxide
BMPs	Best Management Practices
CalEEMod	California Emissions Estimator Model
CalFire	California Department of Forestry and Fire Protection
CAP	Climate Action Plan
CARB	California Air Resource Board
CBSC	California Building Standards Code
CCR	California Code of Regulations
CDC	California Department of Conservation
CDFG	California Department of Fish and Game
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CGP	Construction General Permit
CGS	California Geological Survey
CH4	Methane
CHMMA	California Hazardous Material Management Act
CNDD	California Natural Diversity Database
CNEL	Community Noise Equivalent Level
CO	Carbon Monoxide
CO2e	Carbon dioxide equivalent
CVMSHCP	Coachella Valley Multiple Species Habitat Conservation Plan
CVRPD	Coachella Valley Recreation and Park District
CVUSD	Coachella Valley Unified School District
CVWA	Coachella Valley Water Authority
CWA	Clean Water Act
dBA	A-weighted decibel
DWR	California Department of Water Resources
EIR	Environmental Impact Report
FEMA	Federal Emergency Management Agency

FMMP	Farmland Mapping and Monitoring Program
FMCSA	Federal Motor Carrier Safety Administration
FWS	Fish and Wildlife Services
GHG	Greenhouse Gas
HHH	Heavy-Heavy Duty
HMTA	Hazardous Materials Transportation
hp-hr-gal	Horsepower Hours Per Gallon
ISTEA	Intermodal Surface Transportation Efficiency Act
kBTU	British Thermal Units
kWh	Kilowatt Hours
LDA	Light Duty Autos
LRA	Local Responsibility Area
LST	Localized Significant Thresholds
MHD	Medium Heavy Duty
MLD	Most Likely Descendant
MM	Mitigation Measure
MTCO _{2e}	Metric tons of carbon dioxide equivalent
N ₂ O	Nitrous Oxide
NAHC	Native American Heritage Commission
NonBio-CO ₂	Non-biological Carbon Dioxide
NO _x	Nitric Oxide
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
PM ₁₀	Particles that are less than 10 micrometers in diameter
PM _{2.5}	Particles that are less than 2.5 micrometers in diameter
PPV	Peak Particle Velocity
PRC	Public Resources Code
PRMMP	Paleontological Resources Monitoring and Mitigation Plan
RCFCWCD	Riverside County Flood Control and Water Conservation District
RCRA	Resource Conservation and Recovery Act
R-S	Residential Single Family
RWQCB	Regional Water Quality Control Board
SB	Senate Bill
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SO ₂	Sulfur Dioxide
SR	State Route
SRA	State Responsibility Area
SSAB	Salton Sea Air Basin
SWPPP	Storm Water Pollution Prevention Plan
USACOE	United States Army Corps of Engineers

US EPA	United States Environmental Protection Agency
USGS	United States Geographical Survey
VHFHZ	Very High Fire Hazard Zone
VMT	Vehicle Miles Traveled
VOC	Volatile Organic Compounds
WAC	Williamson Act Contract
WQMP	Water Quality Management Plan
WSC	Western Science Center
WWTP	Wastewater Treatment Plant

Chapter 1 Project Description

1. **Project title:** Encanto Housing Project
2. **Lead Agency name and address**
City of Coachella
1515 6th Street
Coachella, CA, 92236
3. **Contact person and phone number**
Gabriel Perez, Development Services Director
(760) 398-3502
4. **Project location**
APN: 779-360-001
City/County: Coachella, Riverside County, CA
West of Van Buren Street, south of Frida Way which is a driveway for Coral Mountain Academy.
See Exhibit 1, Regional Location and Exhibit 2, Project Location.
5. **Project applicant/sponsor's name and address:**
Joseph Rivani
3470 Wilshire Boulevard, Suite 1020
Los Angeles, CA 90010
213-365-005
6. **General Plan designation:** Regional Retail District (current GP designation). See Exhibit 4, Existing General Plan.
7. **Zoning:** Residential Suburban (R-S) (current zoning designation). See Exhibit 5, Existing Zoning.
Applicant is requesting a Planned Unit Development (PUD) overlay. See Exhibit 6, Proposed Zone.

8. Description of Project

The proposed Project (Encanto) will consist of 111 single-family homes with attached accessory dwelling units (ADUs) on 81 of the units as well as associated site improvements on a currently vacant 19.2 acre property (APN 779-360-001) located in the City of Coachella, Riverside County, California. The Project site is located west of Van Buren Street, 1,000 feet north of 51st Avenue, and 600 feet to the south of 52nd Avenue (see Exhibit 3, Site Plan). The development proposes 4,500 square foot minimum lot sizes and includes 111 residential units, on-site landscaping, interior roadways, open space, and on-site retention basin on the east portion of the site.

The development also proposes 81 of the 111 residential lots to have single family homes with ADUs. The addition of the 81 ADUs will not increase the height of the proposed buildings beyond that of the main building and will be consistent with the models as proposed in Exhibit 3. The remaining 30 lots are proposed to have only single-family homes. However, future owners may add ADUs to these structures, as allowed by state and local requirements.

1 Project Description

The development focuses on providing homes that create outdoor rooms and an indoor/outdoor lifestyle for the residents. The two-story residential buildings without ADUs would range from 2,000 square foot three (3) bedroom and two and a half (2 ½) baths to 2,800 square foot Five (5) bedrooms and Three and a half bath (3 ½) baths. The homes would be generally oriented in an east/west direction to minimize the east/west exposures and maximize the north/south exposures for sun control and daylighting. Structures with ADUs would also be two stories and range from 900 to 1200 square feet.

The homes are to be California Mission style, incorporating light colored Santa Barbara exterior plaster, dark colored siding with wide overhangs, wood trellises and covered patios to create a cohesive and unifying style that responds to the desert environment. The garage doors are to be located behind entry porches/trellises in order to appear recessive. Second story balconies facing the streets would provide visual interest and a layering to the front facade.

The Project is in the Regional Retail District which allows for a mix of residential and commercial. This District allows high-density residential with commercial uses. The site zoning changed to Regional Commercial (R-C) in June 2023; the Applicant intends to keep the existing R-C designation while implementing a Planned Unit Development (PUD) overlay (Exhibit 6, Proposed Zone.)

Associated site improvements will include landscaping with a large retention basin on the east portion of the site with secondary retention basins on each block of homes. The eastern portion of the proposed Project would include a landscaped turf park, retention basin, along with two landscaped walking paths on both the northeast and southeast of the site. Internal concrete walkways throughout the site will be lit by streetlights for ease of visibility. Utility infrastructure and on-site retention and primary Project access will be provided along the site's eastern frontage along Van Buren Street. A roadway network will be constructed throughout the site to provide circulation. This roadway will be designed for adequate fire and access and turn radii. Signage for the development will be at the entrance on Van Buren Street. (Exhibit 3, Proposed Site Plan).

Project construction is expected to take approximately 1.5 years.

9. Surrounding land uses

The surrounding zoning to the north is Residential Suburban (R-S), to the south General Commercial (C-G), To the east General Commercial (C-G), and to the west Sphere of Influence. Three (3) single-family residences are located approximately 500 feet south from the Project site. Surrounding zoning is a mix of General Commercial and Residential Multiple Family. See Exhibit 7, Existing Land Uses.

10. Other public agencies whose approval is required

Coachella Valley Water Authority (CVWA)
Southern California Edison (SCE)

11. Have California Native American tribes traditionally and culturally affiliated with the Project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc?

Assembly Bill (AB) 52 outreach will be initiated by the lead agency after Project is deemed complete and the Initial Study will be revised prior to Public Review.

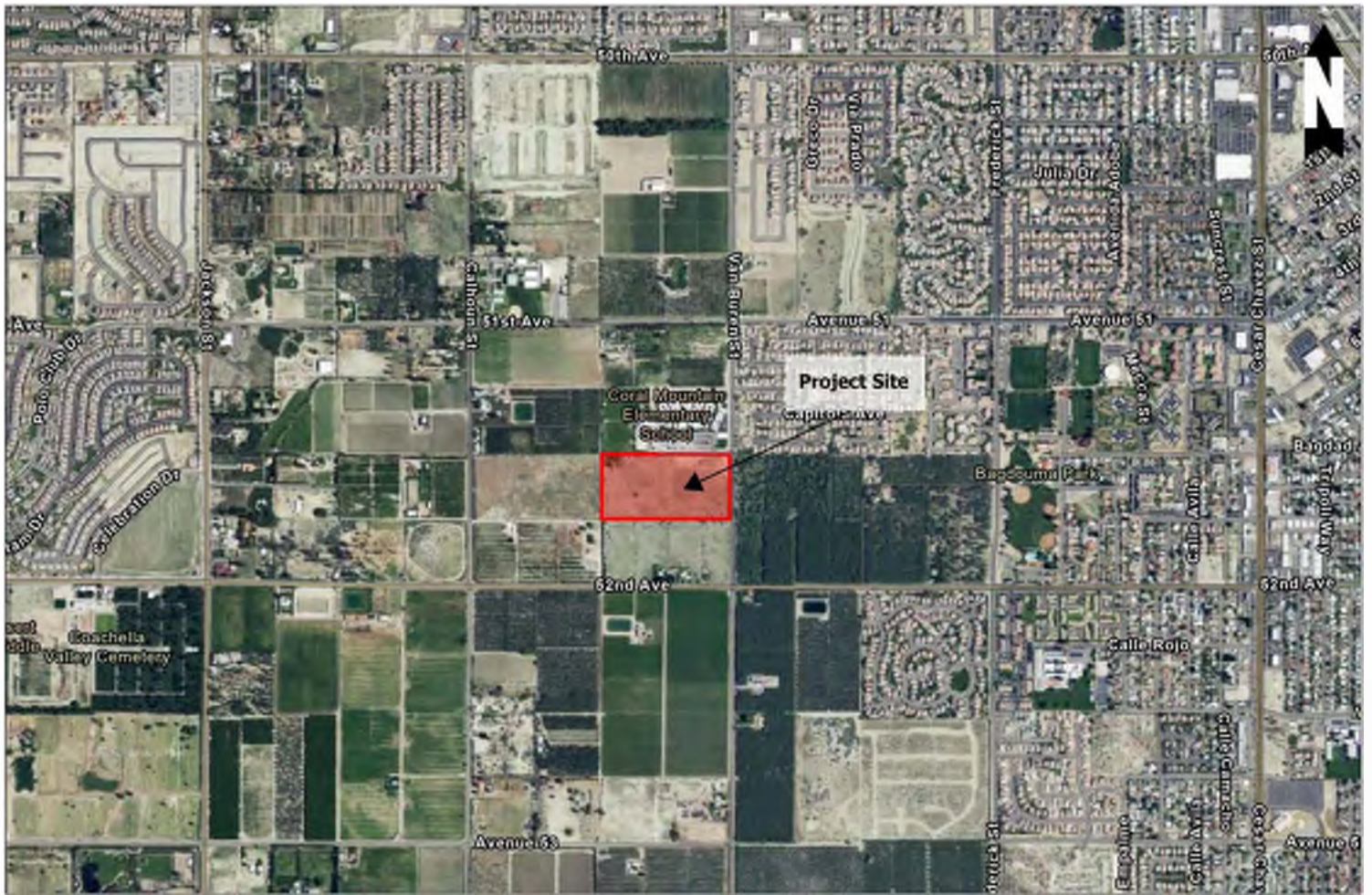


1 in = 5.9 mi



Regional Location Map
Encanto

Exhibit
1

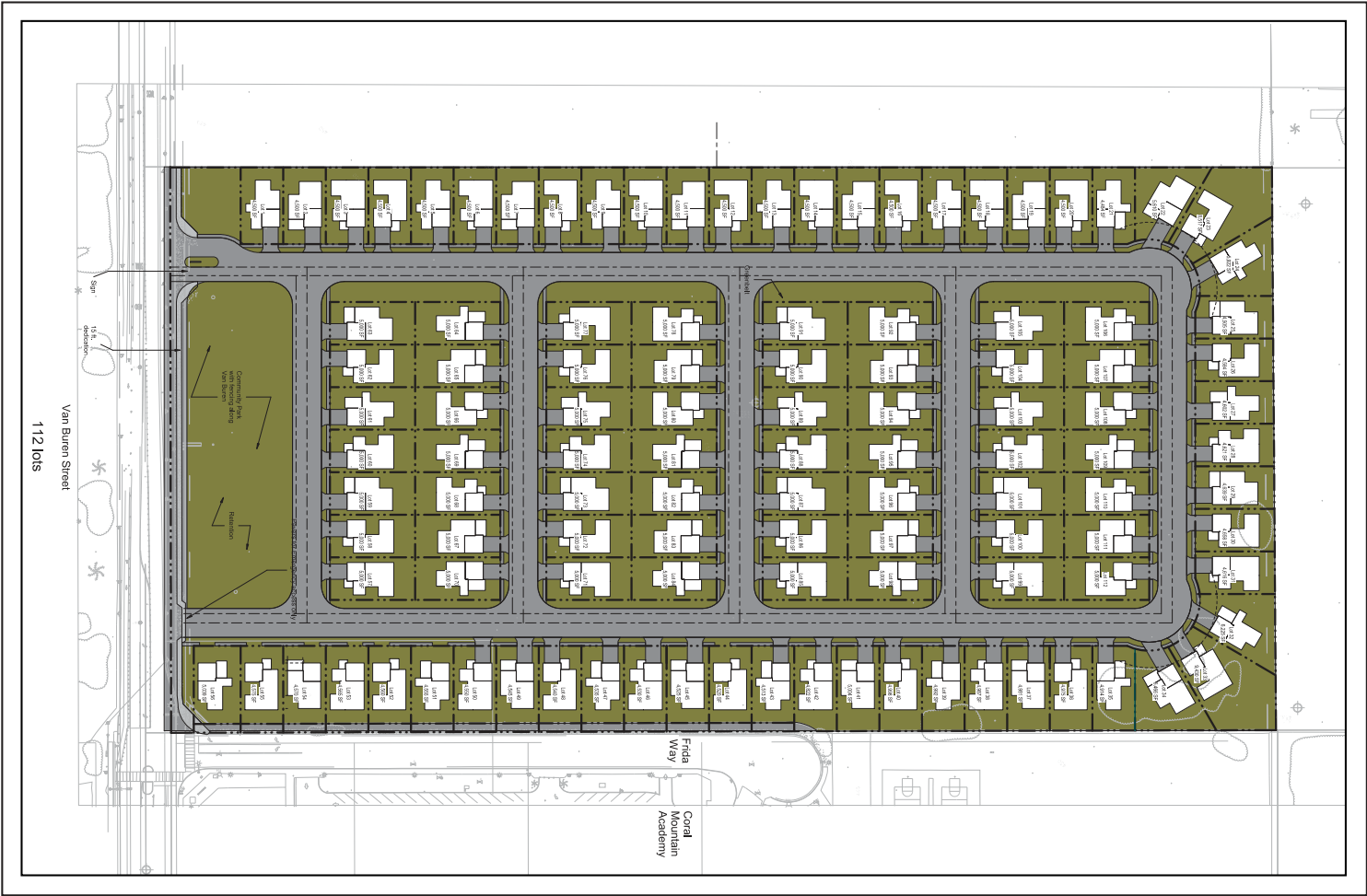


1 in = 0.26 mi



Vicinity Map
Encanto

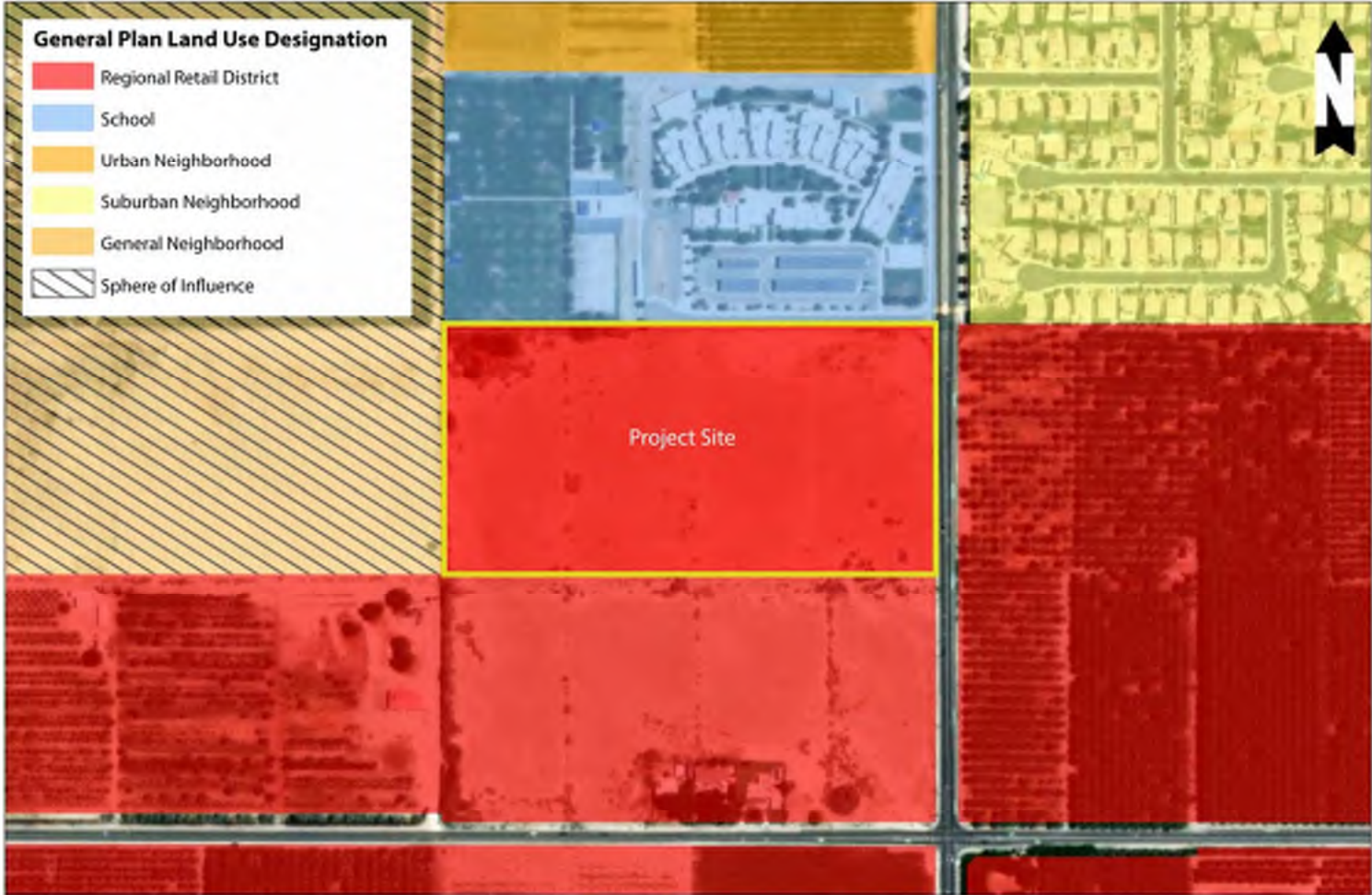
Exhibit
2



domustudio architecture



Building Massing Plan: Site Plan
Encanto - Planned Unit Development

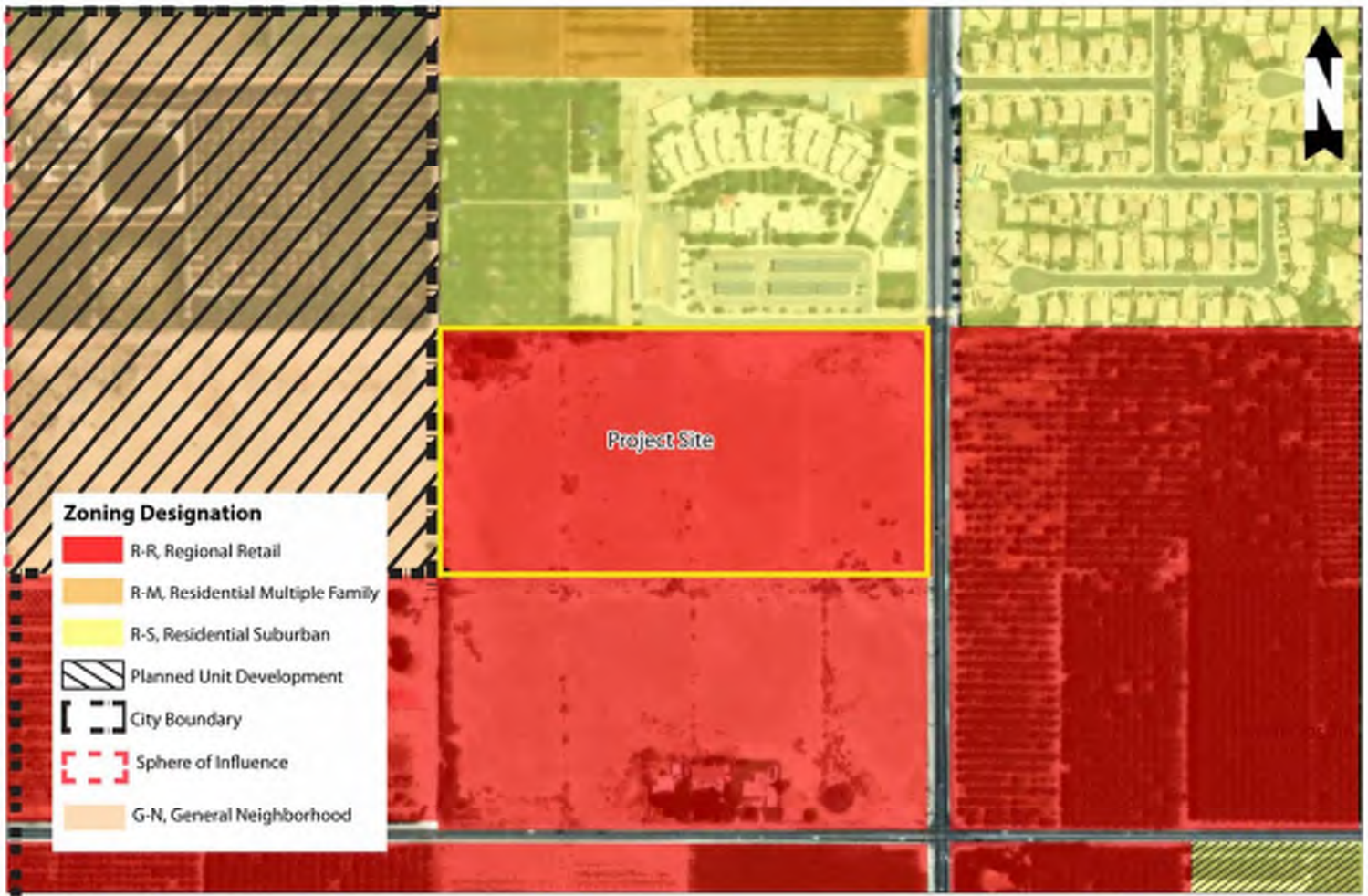


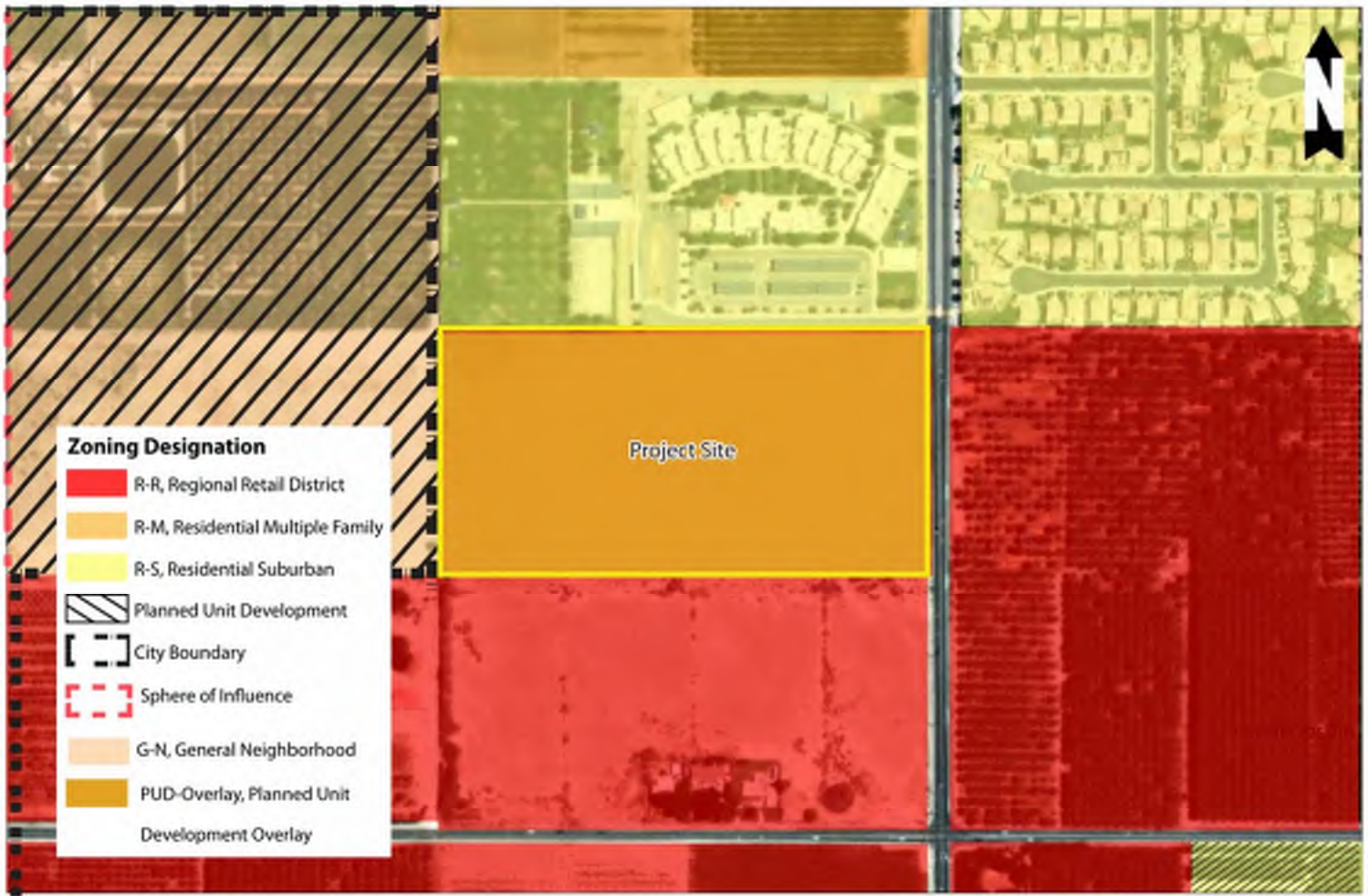
1 in = 0.07 mi



Existing General Plan
Encanto Housing Development

Exhibit
4



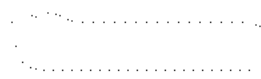


1 in = 0.07 mi



Proposed Zoning with Planned Unit Development Overlay
Encanto Housing Development

Exhibit
6



1 in = 0.07 mi



Existing Land Uses
Encanto Housing Development

Exhibit
7

Chapter 2 Environmental Evaluation

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a “Potentially Significant Impact” or “Less than Significant with Mitigation Incorporated” as indicated by the checklist on the following pages.

- | | | |
|--|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input checked="" type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input checked="" type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources | <input checked="" type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input checked="" type="checkbox"/> Tribal Cultural Resources | <input type="checkbox"/> Utilities and Service Systems |
| <input checked="" type="checkbox"/> Mandatory Findings of Significance | | |

DETERMINATION:

On the basis of this initial evaluation:

- I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed Project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as describe on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

Gabriel Perez

Digitally signed by Gabriel Perez
DN: C=US, E=gperez@coachella.org,
O=City of Coachella, OU=Planning
Division - Development Services Dept,
CN=Gabriel Perez
Date: 2024.04.13 13:45:20-07'00'

Signature

4/23/24

Date

Chapter 3 Technical Issue Analysis

3.2 Aesthetics

3.2.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
AESTHETICS – Would the Project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- a. **Less than Significant Impact.** Scenic vistas in the vicinity of the proposed Project site include views of the Little San Bernardino, Santa Rosa, and San Jacinto mountain ranges can be viewed from most of the Coachella Valley including at the Project site. However, there are no scenic vistas in the immediate vicinity of the Project site. The closest scenic features are the Mecca Hills, which are located approximately six (6) miles east of the Project site. The site will consist of approximately 111 new single-family homes with 81 of the lots to have single family homes with attached ADU’s (accessory dwelling unit), with a maximum above grade height of 28 feet high which may impact views of the mountain ranges in the immediate vicinity. However, given the distance of the site from the surrounding mountain ranges, impacts will be less than significant.
- b. **Less than Significant Impact.** The Project site is a vacant, flat desert parcel with very little vegetation or elevation variation and does not contain any scenic resources, nor is it in close proximity to any such resources. It is not on or near any place listed on the National Register of Historical Places, California State Historical Landmarks, or California Historical Resources or Points of Interest (California Office of Historic Preservation Register of Historic Resources; 2022).

The nearest freeways to the proposed Project are State Route 86 (SR 86), which is approximately three (3) miles northeast of the site, and Interstate 10 (I-10), which is approximately four (4) miles northeast of the Project site. The site is not visible from either roadway, neither of which is officially designated or eligible as a state scenic highway (U.S. Department of Transportation Federal Highway Administration; 2022).

3 Technical Issue Analysis

The proposed Project would include the construction of approximately 111 single family homes with 81 of the lots to have single family homes with attached ADU's. with a maximum above grade height of 28 feet high. There would be no impact to any trees, rock outcroppings, or historic buildings. Therefore, the proposed project will not damage any scenic resources, impacts will be less than significant.

- c. **Less than Significant Impact.** Though located in an urbanized area, the Project site is a vacant, flat desert parcel with very little vegetation or elevation variation. Approximate ten (10) to 12 trees arranging in height between approximately ten (10) to 15 feet exist in the northwest corner of the site (Google Earth Pro; 2022).

Public views into the site would exist primarily from Van Buren Street which forms the eastern border of the Project site. The site would also be viewable from Coral Mountain Academy, which forms the northern boundary of the site, and from the nearest residences which are approximately 500 feet south of the site.

Views from the site would include Coral Mountain Academy to the north, Van Buren Street and date palm groves to the east, three (3) residential homes and the Santa Rosa mountains to the south, and the San Jacinto mountains to the west.

Development of the Project site would be subject to the City's architectural review process that would ensure proper compliance with the architectural guidelines of the City and provisions of development standards. Therefore, the project would not have a substantial adverse effect on visual character or quality of the neighborhood and impacts would be less than significant.

- d. **Less than Significant Impact.** The proposed Project would involve the construction of 111 single-family homes with 81 of the lots to have single family homes with attached ADU's, and a large retention basin on the east portion of the site with secondary retention basins on each block of homes. The buildings would utilize reflective materials, such as glass surfaces on windows, which could create glare during daylight hours. The Project would also generate new vehicle traffic to and from the Project site that would contribute light from vehicle headlamps and glare from vehicle surfaces and windows both during daytime and nighttime hours. Security lighting will also be installed and dispersed throughout the roadways and any designated walkways, and these would provide new sources of nighttime lighting on a currently vacant parcel. However, the Project will adhere to all development standards as listed in Chapter 17.30.030 - *Property development standards* (City of Coachella Code of Ordinances; 2022). Furthermore, the proposed Project site plan, landscape plan, and lighting plan will go through the City of Coachella Development Review process for compliance with all development standards including outdoor lighting. Therefore, though the proposed Project would create a new source of light or glare, it will not substantially affect day or nighttime views in the area. Impacts would be less than significant.

3.2.2 Mitigation

No mitigation is required.

3.2.3 Level of Significance after Mitigation

Not applicable.

3 Technical Issue Analysis

3.3 Agriculture and Forestry Resources

3.3.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<p>AGRICULTURAL AND FORESTRY RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Project:</p>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526) or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-e. No Impact. According to mapping information available from the California Department of Conservation’s (CDC) Farmland Mapping and Monitoring Program (FMMP) accessed September 30, 2022, the Project site is classified as Farmland of Local Importance (California Department of Conservation; 2022). Farmland of Local Importance is either currently producing or has the capability of production; but does not meet the criteria of Prime, Statewide or Unique Farmland. Authority to adopt or to recommend changes to the category of Farmland of Local Importance rests with the Board of Supervisors in each county.

3 Technical Issue Analysis

The Project site does not contain any lands mapped by the FMMP as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland); therefore, the project would not convert such Farmland to non-agricultural use. Therefore, there would be no impact on farmlands.

The proposed Project site is not located under a Williamson Act contract (WAC) and therefore there would be no impact under the Williamson Act Contracts.

Lastly, the Project site is zoned for Single Family Residential (R-S) and there are no forest lands or timber lands on the site; therefore, the project would not conflict with zoning for agricultural use or result in the loss of forest land or convert forest land or timberland to non-forest land. Therefore, no impacts would occur.

3.3.2 Mitigation

No mitigation is required.

3.3.3 Level of Significance after Mitigation

Not applicable.

3.4 Air Quality

3.4.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- a. **Less than Significant Impact.** An air quality analysis was completed by MD Acoustics on September 27, 2023 to evaluate whether the estimated criteria pollutants and GHG emissions generated from the project would cause a significant impact to the air resources in the project area (Appendix C). This assessment was conducted within the context of the California Environmental Quality Act (California

3 Technical Issue Analysis

Public Resources Code Sections 21000, et seq.). The assessment is consistent with the methodology and emission factors endorsed by South Coast Air Quality Management District (SCAQMD), California Air Resource Board (CARB), and the United States Environmental Protection Agency (US EPA).

The Project site is located in the Salton Sea Air Basin (SSAB), which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAQMD is one of the 35 air quality regulatory agencies in the State of California and all development within the SSAB is subject to SCAQMD's 2016 Air Quality Management Plan (2016 AQMP) and the 2003 Coachella Valley PM10 State Implementation Plan (SIP). The SCAQMD operates and maintains regional air quality monitoring stations at numerous locations throughout its jurisdiction.

The SSAB exceeds state and federal standards for fugitive dust (PM10) and ozone (O3), and is in attainment/unclassified for PM2.5. Ambient air quality in the SSAB, including the project site, does not exceed state and federal standards for carbon monoxide, nitrogen dioxides, sulfur dioxide, lead, sulfates, hydrogen sulfide, or Vinyl Chloride.

The regional plan that applies to the proposed Project includes the SCAQMD Air Quality Management Plan (AQMP). A proposed Project should be considered to be consistent with the AQMP if it furthers one or more policies and does not obstruct other policies. The SCAQMD CEQA Handbook identifies two key indicators of consistency:

- (1) Whether the project will result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP.
- (2) Whether the project will exceed the assumptions in the AQMP in 2016 or increments based on the year of project buildout and phase.

This air quality analysis finds that neither short-term construction emissions nor long-term operational emissions would exceed any regional or local thresholds. The Project would also be consistent with the land use classification of Residential Single Family from the City of Cathedral, which defines the assumptions that are represented in the AQMP. Therefore, a **less than significant** impact will occur.

- b. Less than Significant Impact with Mitigation Incorporated.** In accordance with the SCAQMD methodology, projects that do not exceed the SCAQMD criteria or can be mitigated to less than criteria levels are not significant and do not add to the overall cumulative impact.

Construction Air Quality Emissions Impact

The latest version of CalEEMod was used to estimate the onsite and offsite construction emissions. The emissions incorporate Rule 402 and 403. Rule 402 and 403 (fugitive dust) are not considered mitigation measures as the project by default is required to incorporate these rules during construction.

Regional Construction Emissions

The construction emissions for the Project would not exceed the SCAQMD's daily emission thresholds at the regional level with inclusion of Mitigation Measure (MM) AIR-1, limiting paint usage during indoor architectural coating to a maximum of 40 grams per liter of VOCs as demonstrated in Table 1, and therefore would be considered less than significant with mitigation.

Table 1 Regional Significance – Mitigated Construction Emissions (pounds/day)

Activity	Pollutant Emissions (pounds/day)					
	VOC	NOx	CO	SO ₂	PM10	PM2.5
Site Preparation						
On-Site ²	3.65	35.95	32.93	0.05	9.27	5.41
Off-Site ³	0.07	0.11	1.03	0.00	0.23	0.05
Total	3.72	36.06	33.96	0.05	9.49	5.47
Grading						
On-Site ²	3.52	34.29	30.17	0.06	5.10	2.77
Off-Site ³	0.45	23.97	6.32	0.13	5.78	1.75
Total	3.96	58.25	36.49	0.19	10.88	4.52
Building Construction						
On-Site ²	1.20	11.22	13.12	0.02	0.50	0.46
Off-Site ³	0.24	0.64	4.13	0.00	0.63	0.16
Total	1.44	11.86	17.24	0.03	1.13	0.61
Paving						
On-Site ²	1.47	7.81	10.03	0.01	0.39	0.36
Off-Site ³	0.07	0.47	1.05	0.00	0.29	0.07
Total	1.54	8.28	11.07	0.02	0.68	0.43
Architectural Coating						
On-Site ²	69.78	0.91	1.15	0.00	0.03	0.03
Off-Site ³	0.03	0.05	0.47	0.00	0.10	0.02
Total	69.81	0.96	1.62	0.00	0.14	0.05
Total of overlapping phases⁴	72.79	21.10	29.93	0.04	1.94	1.10
SCAQMD Thresholds	75	100	550	150	150	55
Exceeds Thresholds	Yes	No	No	No	No	No

Notes:

¹ Source: CalEEMod Version 2022.1.1.19

² On-site emissions from equipment operated on-site that is not operated on public roads.

³ Off-site emissions from equipment operated on public roads.

⁴ Construction, architectural coatings and paving phases may overlap.

Operational Air Quality Emissions Impact

Regional Operational Emissions

The operations-related criteria air quality impacts created by the proposed project have been analyzed through the use of CalEEMod model. The operating emissions were based on the year 2025, which is the anticipated opening year for the proposed Project. The summer and winter emissions created by the proposed Project's long-term operations were calculated and the highest emissions from either summer or winter are summarized in Table 2.

Table 2 Regional Significance - Unmitigated Operational Emissions (lbs/day)

Activity	Pollutant Emissions (pounds/day) ¹					
	VOC	NOx	CO	SO ₂	PM10	PM2.5
Area Sources ²	6.93	0.06	6.28	0.00	0.00	0.00
Energy Usage ³	0.06	1.00	0.42	0.01	0.08	0.08
Mobile Sources ⁴	5.60	4.55	39.81	0.08	6.68	1.73
Total Emissions	12.58	5.61	46.51	0.09	6.76	1.82

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Activity	Pollutant Emissions (pounds/day) ¹					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
SCAQMD Thresholds	55	55	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Notes:

¹ Source: CalEEMod Version 2022.1.1.19

² Area sources consist of emissions from consumer products, architectural coatings, and landscaping equipment.

³ Energy usage consists of emissions from on-site natural gas usage.

⁴ Mobile sources consist of emissions from vehicles and road dust.

Table 2 provides the Project's unmitigated operational emissions. Table 2 shows that the Project does not exceed the SCAQMD daily emission threshold and regional operational emissions are considered to be less than significant.

- c) **Less than Significant.** The Project would not exceed construction or operational localized emissions thresholds set by the SCAQMD. Construction

Localized Construction Emissions

The data provided in Table 3 shows that none of the analyzed criteria pollutants would exceed the local emissions thresholds at the nearest sensitive receptors. Therefore, a less than significant local air quality impact would occur from construction of the proposed Project.

Table 3 Localized Significance – Construction

Phase	On-Site Pollutant Emissions (pounds/day) ¹			
	NO _x	CO	PM ₁₀	PM _{2.5}
Site Preparation	35.95	32.93	9.27	5.41
Grading	34.29	30.17	5.10	2.77
Building Construction	11.22	13.12	0.50	0.46
Paving	7.81	10.03	0.39	0.36
Architectural Coating	0.91	1.15	0.03	0.03
Total of overlapping phases	19.94	24.29	0.92	0.85
SCAQMD Threshold for 25 meters (82 feet) or less²	266	1,961	11.7	6.3
Exceeds Threshold?	No	No	No	No

Notes:

¹ Source: Calculated from CalEEMod and SCAQMD's Mass Rate Look-up Tables for 4 acres in Coachella Valley Source Receptor Area (SRA 30). Project will disturb a maximum of 2.5 acres per day (see Table 4).

² The nearest sensitive receptor is located 15 meters to the north; therefore, the 25-meter threshold has been used.

Construction-Related Human Health Impacts

Regarding health effects related to criteria pollutant emissions, the applicable significance thresholds are established for regional compliance with the state and federal ambient air quality standards, which are intended to protect public health from both acute and long-term health impacts, depending on the potential effects of the pollutant. Because regional and local emissions of criteria pollutants during construction of the Project would be below the applicable thresholds, it would not contribute to long-term health impacts related to nonattainment of the ambient air quality standards. Therefore, significant adverse acute health impacts as a result of project construction are not anticipated.

Construction-Related Toxic Air Contaminant Impact

The greatest potential for toxic air contaminant emissions would be related to diesel particulate emissions associated with heavy equipment operations during construction of the proposed Project. The Office of

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Environmental Health Hazard Assessment (OEHHA) has issued the Air Toxic Hot Spots Program Risk Assessment Guidelines and Guidance Manual for the Preparation of Health Risk Assessments, February 2015 to provide a description of the algorithms, recommended exposure variates, cancer and noncancer health values, and the air modeling protocols needed to perform a health risk assessment (HRA) under the Air Toxics Hot Spots Information and Assessment Act of 1987. Hazard identification includes identifying all substances that are evaluated for cancer risk and/or non-cancer acute, eight (8)-hour, and chronic health impacts. In addition, identifying any multi-pathway substances that present a cancer risk or chronic non-cancer hazard via non-inhalation routes of exposure.

Given the relatively limited number of heavy-duty construction equipment and construction schedule, the proposed Project would not result in a long-term substantial source of toxic air containment emissions and corresponding individual cancer risk. Furthermore, construction-based particulate matter (PM) emissions (including diesel exhaust emissions) do not exceed any local or regional thresholds. Therefore, no significant short-term toxic air contaminant impacts would occur during construction of the proposed Project.

Operations

Localized Operational Emissions

Table 4 shows the calculated emissions for the proposed operational activities compared with appropriate LSTs. The LST analysis only includes on-site sources; however, the CalEEMod software outputs do not separate on-site and off-site emissions for mobile sources. For a worst-case scenario assessment, the emissions shown in Table 4 include all on-site project-related stationary sources and 10% of the project-related new mobile sources.¹ This percentage is an estimate of the amount of project-related new vehicle traffic that will occur on-site.

Table 4 Localized Significance – Unmitigated Operational Emissions

On-Site Emission Source	On-Site Pollutant Emissions (pounds/day) ¹			
	NOx	CO	PM10	PM2.5
Area Sources ²	0.06	6.28	0.00	0.00
Energy Usage ³	1.00	0.42	0.08	0.08
On-Site Vehicle Emissions ⁴	0.45	3.98	0.67	0.17
Total Emissions	1.51	10.69	0.75	0.26
SCAQMD Threshold for 25 meters (82 feet)⁵	304	2,292	4	2
Exceeds Threshold?	No	No	No	No

Notes:

¹ Source: Calculated from CalEEMod and SCAQMD's Mass Rate Look-up Tables for 5 acres in Coachella Valley Source Receptor Area (SRA 30).

² Area sources consist of emissions from consumer products, architectural coatings, and landscaping equipment.

³ Energy usage consists of emissions from generation of electricity and on-site natural gas usage.

⁴ On-site vehicular emissions based on 1/10 of the gross vehicular emissions and road dust.

⁵ The nearest sensitive receptor is located 15 meters to the north; therefore, the 25 meter threshold has been used.

Table 4 indicates that the local operational emission would not exceed the LST thresholds at the nearest sensitive receptors, located adjacent to the project. Therefore, the Project will result in less than significant Localized Operational emissions.

¹ The project site is approximately 0.28 miles in length at its longest point; therefore the on-site mobile source emissions represent approximately 1/25th of the shortest CalEEMod default distance of 6.9 miles. Therefore, to be conservative, 1/10th the distance (dividing the mobile source emissions by 10) was used to represent the portion of the overall mobile source emissions that would occur on-site.

Operations-Related Human Health Impacts

As stated previously, regarding health effects related to criteria pollutant emissions, the applicable significance thresholds are established for regional compliance with the state and federal ambient air quality standards, which are intended to protect public health from both acute and long-term health impacts, depending on the potential effects of the pollutant. Since regional and local emissions of criteria pollutants during operation of the Project would be below the applicable thresholds, it would not contribute to long-term health impacts related to nonattainment of the ambient air quality standards. Therefore, less than significant adverse acute health impacts as a result of proposed Project operation, are anticipated.

CO Hot Spot Emissions

CO is the pollutant of major concern along roadways because the most notable source of CO is motor vehicles. For this reason, CO concentrations are usually indicative of the local air quality generated by a roadway network and are used as an indicator of potential local air quality impacts. Local air quality impacts can be assessed by comparing future without and with project CO levels to the State and Federal CO standards. To determine if the proposed Project could cause emission levels in excess of the CO standards, a sensitivity analysis is typically conducted to determine the potential for CO “hot spots” at a number of intersections in the general project vicinity. Because of reduced speeds and vehicle queuing, “hot spots” potentially can occur at high traffic volume intersections with a Level of Service E or worse.

The SCAQMD has demonstrated in the CO attainment redesignation request to EPA that there are no “hot spots” anywhere in the air basin, even at intersections with much higher volumes, much worse congestion, and much higher background CO levels than anywhere in Riverside County. If the worst-case intersections in the air basin have no “hot spot” potential, any local impacts will be below thresholds.

Traffic analysis from General Technology & Solutions (2023) showed that the project would generate 1,449 average daily trips. The 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan) showed that an intersection which has a daily traffic volume of approximately 100,000 vehicles per day would not violate the CO standard. The volume of traffic at project buildout would be well below 100,000 vehicles and below the necessary volume to even get close to causing a violation of the CO standard. Therefore, no CO “hot spot” modeling was performed and less than significant long-term air quality impact is anticipated to local air quality with the on-going use of the proposed project.

Cumulative Regional Air Quality Impacts

Cumulative projects include local development as well as general growth within the project area. However, as with most developments, the greatest source of emissions is from mobile sources, which travel well out of the local area. Therefore, from an air quality standpoint, the cumulative analysis would extend beyond any local projects and when wind patterns are considered, would cover an even larger area. Accordingly, the cumulative analysis for the proposed Project’s air quality must be generic by nature.

The project area is out of attainment for both ozone and PM10 particulate matter. Construction and operation of cumulative projects will further degrade the local air quality, as well as the air quality of the Salton Sea Air Basin. The greatest cumulative impact on the quality of regional air cell will be the incremental addition of pollutants mainly from increased traffic from residential, commercial, and industrial development and the use of heavy equipment and trucks associated with the construction of these projects. Air quality will be temporarily degraded during construction activities that occur separately

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or simultaneously. However, in accordance with the SCAQMD methodology, projects that do not exceed the SCAQMD criteria or can be mitigated to less than criteria levels are not significant and do not add to the overall cumulative impact. The proposed Project does not exceed any of the thresholds of significance and therefore is considered less than significant.

- d) **Less than Significant.** Potential sources that may emit odors during construction activities include the application of materials such as asphalt pavement. Objectionable odors that may be produced during the construction process are short-term in nature and the odor emissions are expected to cease upon the drying or hardening of the odor producing materials. Diesel exhaust and VOCs would be emitted during construction of the project, which are objectionable to some; however, emissions would disperse rapidly from the project site and therefore should not reach an objectionable level at the nearest sensitive receptors. Due to the short-term nature and limited amounts of odor producing materials being utilized, no significant impact related to odors would occur during construction of the proposed Project.

The SCAQMD recommends that odor impacts be addressed in a qualitative manner. Such an analysis shall determine whether the proposed Project would result in excessive nuisance odors, as defined under the California Code of Regulations and Section 41700 of the California Health and Safety Code, and thus would constitute a public nuisance related to air quality.

Potential sources that may emit odors during the on-going operations of the proposed Project would include odor emissions from vehicle emissions and trash storage areas. Due to the distance of the nearest receptors from the Project site and through compliance with SCAQMD's Rule 402 no significant impact related to odors would occur during the on-going operations of the proposed Project.

Table 5 Regional Significance – Mitigated Construction Emissions (pounds/day)

Activity	Pollutant Emissions (pounds/day)					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Site Preparation						
On-Site ²	3.65	35.95	32.93	0.05	9.27	5.41
Off-Site ³	0.07	0.11	1.03	0.00	0.23	0.05
Total	3.72	36.06	33.96	0.05	9.49	5.47
Grading						
On-Site ²	3.52	34.29	30.17	0.06	5.10	2.77
Off-Site ³	0.45	23.97	6.32	0.13	5.78	1.75
Total	3.96	58.25	36.49	0.19	10.88	4.52
Building Construction						
On-Site ²	1.20	11.22	13.12	0.02	0.50	0.46
Off-Site ³	0.24	0.64	4.13	0.00	0.63	0.16
Total	1.44	11.86	17.24	0.03	1.13	0.61
Paving						
On-Site ²	1.47	7.81	10.03	0.01	0.39	0.36
Off-Site ³	0.07	0.47	1.05	0.00	0.29	0.07
Total	1.54	8.28	11.07	0.02	0.68	0.43
Architectural Coating						
On-Site ²	87.94	0.91	1.15	0.00	0.03	0.03
Off-Site ³	0.03	0.05	0.47	0.00	0.10	0.02
Total	87.97	0.96	1.62	0.00	0.14	0.05
Total of overlapping phases⁴	90.95	21.10	29.93	0.04	1.94	1.10
SCAQMD Thresholds	75	100	550	150	150	55

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Activity	Pollutant Emissions (pounds/day)					
	VOC	NOx	CO	SO ₂	PM10	PM2.5
Exceeds Thresholds	Yes	No	No	No	No	No

Notes:

¹ Source: CalEEMod Version 2022.1.1.19

² On-site emissions from equipment operated on-site that is not operated on public roads.

³ Off-site emissions from equipment operated on public roads.

⁴ Construction, architectural coatings and paving phases may overlap.

3.4.2 Mitigation

AIR-1 Paint used for indoor architectural coatings for the project shall have a maximum of 40 grams per liter of VOCs. Level of Significance after Mitigation. With implementation of Mitigation Measure AIR-1, impacts to air quality would be less than significant.

3.4.3 Level of Significance after Mitigation

Less than Significant.

3.5 Biological Resources

3.5.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
BIOLOGICAL RESOURCES – Would the Project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a. Less than Significant Impact with Mitigation Incorporated. A Biological Resources Assessment was completed by ELMT Consulting on April 30, 2022 (Appendix A, Biological Resources Assessment; 2022). The study found that according to the California Natural Diversity Database (CNDDDB), twenty-five (25) special-status wildlife species have been reported in the Indio quadrangle (Appendix A, Biological Resources Assessment; 2022). No special-status wildlife species were observed during the field investigation conducted by ELMT biologist Jacob H. Lloyd Davies on March 10, 2022. The Project site and surrounding area have been impacted by historic agricultural activities and urban development for several decades, eliminating the natural plant communities that once occurred on the site or in the immediate area.

Based on habitat requirements for specific species and the availability and quality of on-site habitats, ELMT biologists determined that the Project site has a high potential to support Cooper’s hawk (*Accipiter cooperii*) and a low potential to support burrowing owl (*Athene cunicularia*) or western yellow bat (*Lasiurus xanthinus*). ELMT further determined that all the other special-status wildlife species known to occur in the vicinity of the site do not have potential to occur on-site and all are presumed absent on the site. Cooper’s hawk and western yellow bat are only expected to occur on-site incidentally while foraging and are not expected to nest or roost on-site due to the lack of suitable nesting opportunities; however, these species may nest in nearby ornamental trees or date palm orchards. In order to ensure impacts to Cooper’s hawk do not occur due to Project implementation, mitigation in terms of a pre-construction nesting bird clearance survey, shall be conducted prior to ground disturbance. With implementation of the pre-construction nesting bird clearance survey (Mitigation Measure BIO-1), impacts to this species will be less than significant (Appendix A, Biological Resources Assessment; 2022). No surveys related to western yellow bat are recommended.

With implementation of the pre-construction nesting bird clearance survey under BIO-1, impacts to this species will be less than significant and no mitigation will be required. Impacts will be less than significant.

b. No Impact. The Project site has not been identified as occurring in a wildlife corridor or linkage. The nearest open space as mapped by the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) is the Santa Rosa and San Jacinto Mountains Conservation Area, which occurs approximately four (4) miles to the west. In addition, there are no riparian corridors, creeks, or useful patches of steppingstone habitat (natural areas) within or connecting the site to a recognized wildlife corridor or linkage. Implementation

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of the proposed Project is not expected to have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game (CDFG) or U.S. Fish and Wildlife Service. (FWS) No impact would occur.

- c. **No Impact.** There are three (3) key agencies that regulate activities within inland streams, wetlands, and riparian areas in California. The Us Army Corps of Engineers (USACOE) Regulatory Branch regulates discharge of dredge or fill materials into “waters of the United States” pursuant to Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act. Of the State agencies, the California Department of Fish and Wildlife (CDFW) regulates alterations to streambed and bank under Fish and Wildlife Code Sections 1600 et seq., and the Regional Water Quality Control Board (RWQCB) regulates discharges into surface waters pursuant to Section 401 of the CWA and the California Porter-Cologne Water Quality Control Act.

No jurisdictional drainage and/or wetland features were observed on the Project site or within the during a field investigation conducted by ELMT biologist Jacob H. Lloyd Davies (Appendix A; 2022). Further, no blueline streams, which is a body of concentrated flowing water in a natural low are or natural channel on the land surface and may be any creek, stream or other flowing water feature, perennial or ephemeral, indicated on United States Geographical Survey (USGS) quadrangle maps, with the exception of man-made watercourses (Riverside County Flood Control and Water Conservation District, Accessed October 2022) have been recorded on the Project site. The nearest mapped water resource to the site is a freshwater pond that is located approximately less than a quarter mile to the northwest of the site. Therefore, development of the Project will not result in impacts to USACOE, RWQCB, or CDFW jurisdiction and regulatory approvals will not be required. No impact would occur.

- d. **No Impact.** Habitat linkages provide connections between larger habitat areas that are separated by development. Wildlife corridors are similar to linkages but provide specific opportunities for animals to disperse or migrate between areas. A corridor can be defined as a linear landscape feature of sufficient width to allow animal movement between two comparatively undisturbed habitat fragments. Adequate cover is essential for a corridor to function as a wildlife movement area. It is possible for a habitat corridor to be adequate for one species yet still inadequate for others. Wildlife corridors are features that allow for the dispersal, seasonal migration, breeding, and foraging of a variety of wildlife species. Additionally, open space can provide a buffer against both human disturbance and natural fluctuations in resources.

The Project site has not been identified as occurring in a wildlife corridor or linkage. The nearest open space to the site as mapped by the CVMSHCP is the Santa Rosa and San Jacinto Mountains Conservation Area, which occurs approximately a little over four (4.3) miles to the west. In addition, there are no riparian corridors, creeks, or useful patches of steppingstone habitat (natural areas) within or connecting the site to a recognized wildlife corridor or linkage. As such, implementation of the proposed Project is not expected to impact wildlife movement opportunities. Therefore, no impacts would occur.

- e. **No Impact.** The proposed Project is required to adhere with the City of Coachella’s Municipal Code Chapter 12.24 and 12.28, *Street Trees and Palm Trees*. These ordinances require regular trimming and maintenance and/or removal and no preservation is specified within the code. Removal of any trees on site (which are limited to tamarisk) would thereby not be in conflict with local ordinances. No impact would occur.
- f. **No Impact.** The Project site is located within the boundaries of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) area, but is not located within any Conservation Areas, Preserves,

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Cores, or Linkages (Appendix A; 2022). The proposed Project is not listed as a planned “Covered Activity” under the published CVMSHCP, but is still considered to be a current Covered Activity pursuant to Section 7.1 of the CVMSHCP. According to Section 7.1 of the CVMSHCP, take authorization will be provided for certain activities that take place outside of Conservation Areas including “new Projects approved pursuant to county and city general plans, transportation improvement plans for roads in addition to those addressed in Section 7.2, master drainage plans, capital improvement plans, water and waste management plans, the County’s adopted Trails Master Plan, and other plans adopted by the Permittees.”

As a Covered Activity located outside designated conservation areas, construction of the proposed Project is expected to be consistent with the applicable avoidance, minimization, and mitigation measures described in Section 4.4 of the CVMSHCP. Since the proposed Project is considered a Covered Activity under Section 7.1 of the CVMSHCP, no further avoidance, minimization, and mitigation measures are required, and the Project is in compliance with the CVMSHCP. No impacts would occur.

3.5.2 Mitigation

BIO-1 In order to reduce impacts to nesting birds located at the proposed Project site, a pre-construction nesting bird clearance survey shall be conducted by the proposed Project Applicant at the site prior to ground disturbance.

3.5.3 Level of Significance after Mitigation

Less than Significant.

3.6 Cultural Resources

3.6.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
CULTURAL RESOURCES – Would the Project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a. No Impact. PaleoWest conducted a literature review, records search, and field survey on the Project site on March 29, 2022 (Appendix B, Cultural Resources Investigation; 2022). The records search indicated that no fewer than 31 cultural resources have been previously documented within the Project study area, none of which are located on the Project site. Additional sources consulted during the cultural resource literature and data review include the National Register of Historic Places (NRHP), the Office of Historic Preservation Archaeological Determinations of Eligibility, the Office of Historic Preservation Built Environment

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Resources Directory (BERD), and a review of Bureau of Land Management General Land Office. According to these sources, there are no listed cultural resources recorded within the Project site or within one (1) mile of the Project site (Cultural Resources Investigation; 2022).

PaleoWest completed a cultural resource survey of the Project site on April 13, 2022 (Appendix B: Cultural Resources Investigation; 2022). During the survey, PaleoWest found vegetation including young Mesquite trees in the northwest and southwest corners of the proposed Project site, and annual herbaceous plants and grasses scattered throughout the property. The surface soils within 90 percent of the parcel are silt lake bottom sediments. The northeast corner, southern, and western portions of the property are eolian sand dunes. A linear dune lies along the property line in the southern boundary of the property. This linear dune likely represents a berm from either agricultural use or a land clearing event. The sandy portions of the property are recent deposits from within the last few decades that overlie lacustrine sediments. Noted disturbances includes what appear to be decades of dumping (e.g., dirt piles, construction material, modern refuse), former agricultural infrastructure, and evidence of abandoned homeless encampments. The agricultural infrastructure includes concrete standpipes and fragments, and plastic lines that are scattered throughout the property and likely date to the 1980s and 1990s. Additionally, a small hill in the northeast corner of the property was observed. The hill appears to be a large push pile from working or clearing the parcel. As a result of these activities, the upper 1.5-2.0 feet of the ground surface across the Project site is likely disturbed. Overall, no historic period built-environmental resources were identified in the Project site. Therefore, no impact would occur.

Less than Significant Impact with Mitigation Incorporated. PaleoWest completed a literature review, records search, and field survey on the Project site on April 30, 2022 (Appendix B, Cultural Resources Investigation; 2022). The records search and literature review indicated no archaeological resources previously recorded on the Project site. In addition, no archaeological resources were found during the field survey conducted on April 13, 2022. However, PaleoWest examined geological and geomorphic information, which indicated that the Project site has the potential to contain significant buried archaeological remains. Therefore, the Project site appears to be moderately sensitive for buried cultural resources. Since the potential exists for project grading and construction to reveal archaeological resources, mitigation would be required during pre-construction and construction activities. Mitigation Measure CUL-1 which would require construction monitoring be conducted by a qualified cultural monitor ,with implementation of Mitigation Measure CUL-1, impacts would be less than significant.

- b. Less than Significant Impact with Mitigation Incorporated.** The Project site does not contain any cemeteries and no human remains were found on the site during the pedestrian survey conducted on April 13, 2022. However, there is always the possibility that human remains could be uncovered during ground disturbing activities. In the unexpected event that human remains are found during ground disturbing activities, those remains would require proper treatment in accordance with all applicable laws.

Through the implementation of Mitigation Measure CUL-2, all pre-construction and construction work taking place within the vicinity of the discovered remains must cease and the necessary steps to ensure the integrity of the immediate area must be taken. The State of California Health and Safety Code 7050.5 and the California Public Resources Code (PRC) Section 5097.98 states that the County Coroner must be notified within 24 hours of the discovered human remains. If the remains discovered are determined by the coroner to be of Native American descent, the coroner is required to contact the Native American Heritage Commission (NAHC) within 24 hours. The NAHC would, in turn, contact the Most Likely Descendant (MLD) who would determine further action to be taken. The MLD would have 48 hours to

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access the site and make a recommendation regarding disposition of the remains. Therefore, with incorporation of Mitigation Measure CUL-2, impacts would be less than significant.

3.6.2 Mitigation

CUL-1 A qualified archaeologist monitor shall be present during any ground disturbing activities during the Project construction phase. In the case that archaeological materials are encountered during ground disturbing activities, work in the area shall cease and any deposits shall be treated according to federal, State, and local guidelines. No further grading shall be permitted in the area of the discovery until the City approves the appropriate measure to protect the discovered resources.

CUL-2 In the event that human remains are uncovered during ground disturbing activities on the Project site, no further disturbance shall occur and all work shall cease until the County Coroner has made a determination of the origin and disposition of the remains. Ground disturbing activities and excavations shall not resume until the following has been addressed:

1. The County Coroner has been contacted and determined that no investigation to the cause of death is required; and,
2. If the County Coroner determines that the remains are of Native American decent, the Coroner shall notify Native American Heritage Commission (NAHC), which will then determine the Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in Public Resource Code Section 5097.98.

3.6.3 Level of Significance after Mitigation

With the incorporation of Mitigation Measures CUL-1 and CUL-2, impacts to cultural resources would be less than significant.

3.7 Energy

3.7.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Energy – Would the Project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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- a) **Less than Significant Impact.** MD Acoustics completed an Energy Impact Study on September 28, 2023 (Appendix C, Air Quality, Greenhouse Gas, and Energy Impact Study; 2023). Appendix F of the State CEQA Guidelines states that the means of achieving the goal of energy conservation includes the following:
- Decreasing overall per capita energy consumption;
 - Decreasing reliance on fossil fuels such as coal, natural gas and oil; and
 - Increasing reliance on renewable energy sources.
 - Appendix F of the State CEQA guidelines also states that the environmental impacts from a project can include:
 - The project’s energy requirements and its energy use efficiencies by amount and fuel type for each stage of the project including construction, operation, maintenance and/or removal. If appropriate, the energy intensiveness of materials may be discussed.
 - The effects of the project on local and regional energy supplies and on requirements for additional capacity.
 - The effects of the project on peak and base period demands for electricity and other forms of energy.
 - The degree to which the project complies with existing energy standards.
 - The effects of the project on energy resources.
 - The project’s projected transportation energy use requirements and its overall use of efficient transportation alternatives.

Construction equipment used over the approximately 13-month construction phase would conform to CARB regulations and California emissions standards and is evidence of related fuel efficiencies. In addition, the CARB Airborne Toxic Control Measure limits idling times of construction vehicles to no more than five minutes, thereby minimizing unnecessary and wasteful consumption of fuel due to unproductive idling of construction equipment. Furthermore, the project has been designed in compliance with California’s Energy Efficiency Standards and 2022 CALGreen Standards. Construction of the proposed commercial development would require the typical use of energy resources. There are no unusual project characteristics or construction processes that would require the use of equipment that would be more energy intensive than is used for comparable activities; or equipment that would not conform to current emissions standards (and related fuel efficiencies). Equipment employed in construction of the project would therefore not result in inefficient wasteful, or unnecessary consumption of fuel.

Trip generation under the proposed Project would be consistent with other similar commercial uses of similar scale and configuration as reflected in the Transportation Analysis (IEG, 2023). That is, the proposed Project does not propose uses or operations that would inherently result in excessive and wasteful vehicle trips, nor associated excess and wasteful vehicle energy consumption. Therefore, Project transportation energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary. Furthermore, the increase in both electricity and natural gas demand from the proposed Project is insignificant compared to Riverside County’s 2022/2023 energy demands.

The annual natural gas and electricity demands were provided per the CalEEMod output and are provided in Table 6.

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Table 6 Project Unmitigated Annual Operational Energy Demand Summary¹

Natural Gas Demand		kBTU/year
Single Family Housing		3,947,639
	Total	3,947,639
Electricity Demand		kWh/year
Single Family Housing		1,036,656
	Total	1,036,656

Notes:

¹Taken from the CalEEMod 2022.1.1.19 annual output.

As shown in Table 1, the estimated electricity demand for the proposed project is approximately 1,036,656 kWh per year. In 2022, the residential sector of the County of Riverside consumed approximately 9,061 million kWh of electricity.² In addition, the estimated natural gas consumption for the proposed project is approximately 3,947,639 kBTU per year. In 2022, the residential sector of the County of Riverside consumed approximately 284 million therms of gas.³ Therefore, the increase in both electricity and natural gas demand from the proposed project is insignificant compared to the County's 2021 demand and will have a **less than significant impact**.

- b) **Less than Significant Impact.** Regarding federal transportation regulations, the Project Site is located in an already developed area. Access to/from the Project Site is from existing roads. These roads are already in place so the Project would not interfere with, nor otherwise obstruct intermodal transportation plans or projects that may be proposed pursuant to the ISTEA because SCAG is not planning for intermodal facilities in the Project area.

Regarding the State's Energy Plan and compliance with Title 24 CCR energy efficiency standards, the applicant is required to comply with the California Green Building Standard Code requirements for energy efficient buildings and appliances as well as utility energy efficiency programs implemented by the SoCal Edison (SCE) and Southern California Gas Company.

Regarding the State's Renewable Energy Portfolio Standards, the Project would be required to meet or exceed the energy standards established in the California Green Building Standards Code, Title 24, Part 11 (CALGreen). CALGreen Standards require that new buildings reduce water consumption, employ building commissioning to increase building system efficiencies, divert construction waste from landfills, and install low pollutant-emitting finish materials.

Therefore, the Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency and would therefore have a **less than significant impact**.

3.7.2 Mitigation

No mitigation is required.

3.7.3 Level of Significance after Mitigation

Not applicable.

² California Energy Commission, Electricity Consumption by County. <https://ecdms.energy.ca.gov/elecbycounty.aspx>

³ California Energy Commission, Gas Consumption by County. <http://ecdms.energy.ca.gov/gasbycounty.aspx>

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3.8 Geology and Soils

3.8.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
GEOLOGY AND SOILS – Would the Project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a-i. No impact. A Geotechnical Engineering Report was completed by Earth Systems Pacific on May 27, 2022 (Appendix D Geotechnical Engineering Report; 2022). Earth Systems personnel found that the Project site does not lie within a currently delineated State of California, Alquist-Priolo Earthquake Fault Zone (California Geological Survey; 2018). Well-delineated fault lines cross through this region as shown on (California Geological Survey (CGS) Fault Activity Map (2010); however, no active faults are mapped in the immediate vicinity of the site (Geotechnical Engineering Report; 2022). The closest active faults are traces/segments of the San Andreas fault zone, located approximately four (4) miles northeast of the site.

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Review of select aerial photographs reveal that the site is located in an area predominated by alluvial fan, lineal dune (wind) patterns, and regressive shoreline features associated with ancient Lake Cahuilla. Therefore, active fault rupture is unlikely to occur at the Project site, and impacts would be less than significant.

a-ii. Less than Significant Impact. Several active faults or seismic zones lie within 50 miles of the project site (Appendix D Geotechnical Engineering Report; 2022). The primary seismic hazard to the site is strong ground shaking from earthquakes along regional faults including the San Andreas fault, San Jacinto fault, and faults associated with the Eastern California shear zone.

As a mandatory condition of Project approval, the Project would be required to construct the proposed buildings in accordance with the California Building Standards Code (CBSC) (California Building Code; 2019). The CBSC provide standards that must be met to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures, and have been specifically tailored for California earthquake conditions. As such, implementation of the Project would not expose people or structures to substantial adverse effects, including loss, injury, or death, involving seismic ground shaking.

In addition, the Project would be required to comply with the site-specific ground preparation and construction recommendations contained in Appendix D, *Geotechnical Engineering Report* (Earth Systems Pacific, 2022). With mandatory compliance to these recommendations, potential impacts related to seismic ground shaking would be less than significant.

a-iii. Less than Significant Impact. Liquefaction is a phenomenon in which saturated soils above the existing groundwater levels are subject to a temporary loss of soil strength due to the buildup of excess pore pressure during an earthquake. The potential for liquefaction to occur at the Project site is moderate to high because historic groundwater is generally less than 50 feet below the ground surface. The site is within a “high” liquefaction hazard zone as defined by Riverside County Geographic Information Services (Riverside County, 2022). Liquefaction output considering historic groundwater levels are presented in Appendix D, *Geotechnical Engineering Report* (Earth Systems Pacific, 2022). R. The proposed Project has the potential for lateral spreading which may affect building foundations. However, this is considered low due to the lack of nearby free-faces or sloping conditions in the site improvement area.

In addition, the Project would be required to comply with the grading and construction recommendations contained within the geotechnical report for the Project to further reduce the risk of seismic-related ground failure due to liquefaction (Appendix D, *Geotechnical Engineering Report*; 2022). Therefore, implementation of the Project would not directly or indirectly expose people or structures to substantial hazards associated with seismic-related ground failure and/or liquefaction hazards. Impacts would be less than significant.

a-iv. No Impact. The site is relatively flat. Site elevations range from approximately -46 feet to -52 feet mean sea level based on Google Earth (Appendix D Geotechnical Engineering Report, 2022). Topographically, the site is generally flat and level, however, having been graded in the past there are high areas and lower areas. There is a soil stockpile with some construction debris in and around the surface located on the northeast corner of the site. No evidence was noted of significant erosion at the time of the site visit. The Project site is approximately six (6) miles away from the base and foothills of the nearest maintain range, the Santa Rosa Mountains. Potential hazards from slope instability, landslides, or debris flows are considered negligible. Therefore, no impact would occur.

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- b. Less than Significant.** During pre-construction as well as construction activities under the proposed Project, soils would be disrupted, thereby increasing the potential for wind or water-related erosion and sedimentation until construction is completed. Pursuant to State Water Resources Control Board requirements, the Applicant is required to obtain a National Pollutant Discharge Elimination System (NPDES) permit for construction activities, which involves preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for construction-related activities. The SWPPP will specify the Best Management Practices (BMPs) that would be required to be implemented during construction activities to ensure that waterborne pollution (erosion and sedimentation) is prevented, minimized, and/or otherwise appropriately treated prior to surface runoff being discharged from the subject property. The Project also would be required to comply with SCAQMD Rule 403 to minimize water and windborne erosion. Lastly, the Project would be required to prepare and implement a Water Quality Management Plan (WQMP), which is a site-specific post-construction water quality management program designed to minimize the release of waterborne pollutants, including pollutants of concern for downstream receiving waters, under long-term conditions via BMPs. The WQMP also is required to establish a post-construction implementation and maintenance plan to ensure on-going, long-term erosion protection. Therefore, with adherence to SCAQMD Rule 403, and preparation of a SWPPP and WQMP, impacts would be less than significant.
- c. Less than Significant Impact.** As discussed under Impact 4.26(a)(iv), potential hazards from slope instability, landslides, or debris flows are considered negligible, as the site is relatively flat and is six (6) miles away from the base and foothills of the nearest mountain range (Earth Systems Pacific, 2022).

As discussed under Impact 4.26(a)(iii), the Project site is within a moderate to high liquefaction hazard zone as defined by Riverside County Geographic Information Services (accessed September 30, 2022). Liquefaction output considering historic groundwater levels are presented in Appendix A of the Geotechnical Study (Earth Systems Pacific, 2022). Results indicate a liquefaction potential at depths greater than eight (8) feet with estimated liquefaction induced settlement of 2.8, 3.6, and 2.8 inches in B-2, B-5, and B-8, respectively. The potential for lateral spreading affecting foundations is considered low due to the lack of nearby free-faces or sloping conditions in the site improvement area, as long as basin slopes are kept away from foundations at least 4H feet, where 'H' is the height of any adjacent slope. Under historic groundwater conditions, there could be localized sand boil formation. Foundation recommendations are included within the Geotechnical Study, Appendix D (Earth Systems Pacific; 2022), in light of potentially liquifiable conditions.

Lateral spreading is primarily associated with liquefaction hazards. As previously mentioned in Section 4.26(a)(ii), the Project would be required to comply with the grading and construction recommendations contained within the geotechnical report for the Project (Appendix D) to further reduce the risk of seismic-related ground failure due to liquefaction. Therefore, impacts associated with liquefaction and lateral spreading would be less than significant.

Soil shrinkage/subsidence and collapse would be less than significant as the Project would be required to comply with the site-specific ground preparation and construction recommendations contained in Appendix D (Earth Systems Pacific, 2022).

- d. No Impact.** The Expansion Index of the tested onsite soils is "very low" as defined by American Society for Testing and Materials (ASTM) D 4829 (Earth Systems Pacific, 2022). Additionally, the Project would be required to comply with the site-specific ground preparation and construction recommendations

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contained in Appendix D (Earth Systems Pacific, 2022). The potential for the Project to create substantial risks to life or property, relating to expansive soils, is very low. Therefore, there would be no impact.

- e. **No Impact.** The project would not involve the use of septic tanks or any other alternative wastewater disposal systems. Therefore, there would be no impacts associated with septic tanks or alternative wastewater systems.
- f. **Less than Significant with Mitigation Incorporated.** PaleoWest, LLC (PaleoWest) completed a paleontological resource assessment for the Project on May 22, 2022, Appendix E (Paleontological Resource Assessment; 2022). This paleontological resource assessment included a fossil locality records search conducted by the Western Science Center (WSC) in Hemet, California. The records search was supplemented by a review of existing geologic maps and primary literature regarding fossiliferous geologic units within the proposed Project vicinity and region.

The WSC records search conducted by PaleoWest produced one fossil locality approximately one half (0.5) mile northwest of the Project: The Imagine Coachella Project recovered multiple Late Quaternary (Pleistocene and Holocene Epochs) invertebrates at an unspecified depth, including bivalves (*Anodonta californiensis*, *Pisidium sp.*), gastropods (*Gyraulus parvus*, *Physella humerosa*, *Planorbella trivolvris*, *Pyrgulopsis longinqua*, *Tryonia protea*), and arthropods. Searches of online databases and other literature did not produce any additional nearby fossil localities.

The Young alluvial valley deposits underlying the Project area are classified as High Potential, High Sensitivity A at the surface by the County of Riverside paleontological sensitivity map, according to Riverside County's Map My County service (Riverside County Information Technology, 2022). High sensitivity includes not only the potential for yielding abundant vertebrate fossils, but also for production of a few significant fossils that may provide new and significant data. High sensitivity areas are mapped as either "High A" or "High B,". High Sensitivity A: High A is based on geologic formations or mapped rock units that are known to contain or have the correct age and depositional conditions to contain significant paleontological resources. These include rocks of Silurian or Devonian age and younger that have potential to contain remains of fossil fish, and Mesozoic and Cenozoic rocks that contain fossilized body elements and trace fossils such as tracks, nests and eggs (City of Coachella General Plan 2035, 2015). The likely reason that the Project site is classified as High Sensitivity A is because the Project area is within the maximum extent of Pleistocene Lake Cahuilla and is consistent with the nearby Imagine Coachella Project (PaleoWest, 2022). The deposits underlying the Project area are classified as high sensitivity.

Additionally, the City of Coachella (2015) classified the sediment in the Project area as having undetermined sensitivity, as surficial sediment has been disturbed by modern agricultural processes. As a result, the Young alluvial valley deposits can be assigned a low sensitivity to three (3) feet below ground surface (bgs), then a high sensitivity below three (3) feet bgs. Therefore, Project related ground disturbance deeper than three (3) feet bgs surface in previously undisturbed sediment should be monitored by a qualified paleontological monitor to identify and effectively salvage any recovered resources while minimizing construction delays.

With implementation of the Mitigation Measures CUL-1, CUL-2, TRC-1, TRC-2 and TRC-3, the impacts will be less than significant.

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3.8.2 Mitigation

The following mitigation measures are required:

- GEO-1** Prior to the start of the proposed Project activities, all field personnel shall receive a worker's environmental awareness training on paleontological resources. The training shall provide a description of the laws and ordinances protecting fossil resources, the types of fossil resources that may be encountered in the Project area, the role of the paleontological monitor, outline steps to follow if a fossil discovery is made and provide contact information for the Project Paleontologist. The training shall be developed by the Project Paleontologist and can be delivered concurrent with other training including cultural, biological, safety, etc.
- GEO-2** Prior to the commencement of ground disturbing activities, a professional paleontologist shall be retained to prepare and implement a Paleontological Resource Monitoring and Mitigation Plan (PRMMP) for the proposed Project. The PRMMP shall describe the monitoring required during ground disturbing activities. Monitoring shall entail the visual inspection of excavated or graded areas and trench sidewalls. If the Project Paleontologist determines full-time monitoring is no longer warranted based on the geologic conditions at depth, they shall recommend that monitoring be reduced or cease entirely.
- GEO-3** In the event that a paleontological resource is discovered, the monitor shall have the authority to temporarily divert the construction equipment around the find until it is assessed for scientific significance and, if appropriate, collected. If the resource is determined to be of scientific significance, the Project paleontologist shall complete the following:
3. Salvage of Fossils. If fossils are discovered, all work in the immediate vicinity shall be halted to allow the paleontological monitor, and/or Project paleontologist to evaluate the discovery and determine if the fossil may be considered significant. If the fossils are determined to be potentially significant, the Project paleontologist (or paleontological monitor) shall recover them following standard field procedures for collecting paleontological as outlined in the PRMMP prepared for the Project. Typically, fossils can be safely salvaged quickly by a single paleontologist and not disrupt construction activity. In some cases, larger fossils (such as complete skeletons or large mammal fossils) require more extensive excavation and longer salvage periods. In this case the paleontologist shall have the authority to temporarily direct, divert or halt construction activity to ensure that the fossil(s) can be removed in a safe and timely manner.
 4. Fossil Preparation and Curation. The PRMMP shall identify the museum that has agreed to accept fossils that may be discovered during Project-related excavations. Upon completion of fieldwork, all significant fossils collected shall be prepared in a properly equipped laboratory to a point ready for curation. Preparation may include the removal of excess matrix from fossil materials and stabilizing or repairing specimens. During preparation and inventory, the fossils specimens shall be identified to the lowest taxonomic level practical prior to curation at an accredited museum. The fossil specimens shall be delivered to the accredited museum or repository no later than 90 days after all fieldwork is completed. The cost of curation shall be assessed by the repository and shall be the responsibility of the client.
- GEO-4** Upon completion of ground disturbing activity (and curation of fossils if necessary) the Project

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paleontologist shall prepare a final mitigation and monitoring report outlining the results of the mitigation and monitoring program. The report shall include discussion of the location, duration and methods of monitoring, stratigraphic sections, any recovered fossils, and the scientific significance of those fossils, and where fossils were curated.

3.8.3 Level of Significance after Mitigation

With implementation of Mitigation Measures GEO-1 through GEO-4, impacts associated with geology and soils would be reduced to less than significant.

3.9 Greenhouse Gas Emissions

3.9.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Greenhouse Gas Emissions – Would the Project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- a. **Less than Significant Impact.** The threshold for toxic air contaminants (TACs) has a maximum incremental cancer risk of 10 per million and a non-cancer (acute and chronic) hazard index of 1.0 or greater. An exceedance to these values would be considered significant.

Construction Greenhouse Gas Emissions

The greenhouse gas emissions from project construction equipment and worker vehicles are shown in Table 1. The emissions are from all phases of construction. The total construction emissions amortized over a period of 30 years are estimated at 24.51 metric tons of CO₂e per year. Annual CalEEMod output calculations are provided in Appendix A.

Table 7 Construction Greenhouse Gas Emissions

Activity	Emissions (MTCO ₂ e) ¹		
	Onsite	Offsite	Total
Site Preparation	16.87	0.78	17.65
Grading	66.07	209.23	275.30
Building Construction	236.81	94.24	331.05
Paving	9.63	3.46	13.10
Coating	0.04	0.04	0.08
Total	329.43	307.75	637.18
Averaged over 30 years²	10.98	10.26	21.24

Notes:



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¹ MTCO_{2e}=metric tons of carbon dioxide equivalents (includes carbon dioxide, methane and nitrous oxide).
² The emissions are averaged over 30 years because the average is added to the operational emissions, pursuant to SCAQMD.
 * CalEEMod output (Appendix A)

Operational Greenhouse Gas Emissions Impact

Operational emissions occur over the life of the project. The operational emissions for the project are 1,813 metric tons of CO_{2e} per year (see Table 14). Furthermore, as shown in Table 2, the project’s total emissions (with incorporation of construction related GHG emissions) would be 1,835 metric tons of CO_{2e} per year. These emissions do not exceed the County of Riverside CAP Update and SCAQMD screening threshold of 3,000 metric tons of CO_{2e} per year. Therefore, the project's GHG emissions are considered to be less than significant.

Table 8 Opening Year Unmitigated Project-Related Greenhouse Gas Emissions

Category	Greenhouse Gas Emissions (Metric Tons/Year) ¹					
	Bio-CO ₂	NonBio-CO ₂	CO ₂	CH ₄	N ₂ O	CO _{2e}
Area Sources ²	0.00	1.37	1.37	0.00	0.00	1.38
Energy Usage ³	0.00	424.14	424.14	0.03	0.00	425.67
Mobile Sources ⁴	0.00	1,317.00	1,317.00	0.07	0.07	1,341.30
Solid Waste ⁵	9.08	0.00	9.08	0.91	0.00	31.77
Water ⁶	1.43	7.09	8.53	0.15	0.00	13.27
Construction ⁷	0.00	20.87	20.87	0.00	0.00	21.24
Total Emissions	10.51	1,770.48	1,780.99	1.15	0.08	1,834.63
County of Riverside CAP and SCAQMD Draft Screening Threshold						3,000
Exceeds Threshold?						No

Notes:

¹ Source: CalEEMod Version 2022.1.1.19
² Area sources consist of GHG emissions from consumer products, architectural coatings, and landscape equipment.
³ Energy usage consist of GHG emissions from electricity and natural gas usage.
⁴ Mobile sources consist of GHG emissions from vehicles.
⁵ Solid waste includes the CO₂ and CH₄ emissions created from the solid waste placed in landfills.
⁶ Water includes GHG emissions from electricity used for transport of water and processing of wastewater.
⁷ Construction GHG emissions based on a 30 year amortization rate.

- b. Less than Significant Impact.** The proposed project would have the potential to conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of GHGs. As stated previously, the County of Riverside has adopted a Climate Action Plan (CAP); therefore, the project and its GHG emissions have been compared to the goals of the County of Riverside CAP Update.

Consistency with the County of Riverside CAP Update

Per the County’s CAP Update, the County adopted its first CAP in 2015 which set a target to reduce emissions back to 1990 levels by the year 2020 as recommended in the Assembly Bill (AB) 32 Scoping Plan. Furthermore, the goals and supporting measures within the County’s CAP Update are proposed to reflect and ensure compliance with changes in the local and State policies and regulations such as Senate Bill (SB) 32 and California’s 2017 Climate Change Scoping Plan. Therefore, compliance with the County’s CAP in turn reflects consistency with the goals of the CARB Scoping Plan, AB 32 and SB 32.

Appendix D of the Riverside County CAP Update also states that project's that do not exceed the CAP's screening threshold of 3,000 metric ton of CO₂ emissions (MTCO_{2e}) per year are considered to have less than significant GHG emissions and are in compliance with the County's CAP Update. According to the

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County's CAP Update, projects that do not exceed emissions of 3,000 MTCO₂e per year are also required to include the following efficiency measures:

- Energy efficiency matching or exceeding the Title 24 requirements in effect as of January 2017, and
- Water conservation measures that match the California Green Building Code in effect as of January 2017.

As stated above, the GHG emissions generated by the proposed project would not exceed the County of Riverside CAP Update screening threshold of 3,000 metric tons per year of CO₂e.

City of Coachella Climate Action Plan

The City of Coachella CAP Public Draft was completed June 2014 with the goal of reducing GHG emissions by 49% below 2014 levels by 2035. To meet these goals, the project will comply with AB 341 to divert at least 75% of the project waste from landfills and shall only use drought-tolerant landscaping. The project will therefore meet the goals of the City’s Climate Action Plan and will have a less than significant impact.

3.9.2 Mitigation

No mitigation is required.

3.9.3 Level of Significance after Mitigation

Not applicable.

3.10 Hazards and Hazardous Materials

3.10.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
HAZARDS AND HAZARDOUS MATERIALS – Would the Project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident condition involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				
e) For a Project located within an airport land use plan or, where such a plan has not been adopted within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a-c. Less than Significant Impact. According to the Federal Motor Carrier Safety Administration (FMCSA) National Hazardous Material Route Registry (United States Department of Transportation Federal Motor Carrier Safety Administration; 2022), the closest National Hazardous Materials Routes are State Route 86 (SR 86), which is approximately three (3) miles northeast of the Project site, and Interstate 10 (I-10), which is approximately four (4) miles northeast of the Project site. SR 86 is designated as B,I, which prohibits the transportation of Class 1 explosives and poisonous inhalation hazards. I-10 is designated as B, which prohibits the transportation of any kind of explosives, and I, which prohibits transportation of poisonous inhalation hazards (United States Department of Transportation; 2022).

Construction of the proposed Project would involve the use of potentially hazardous materials, including vehicle fuels, oils, and transmission fluids. However, the transport, use, and disposal of construction-related hazardous materials would occur in conformance with all applicable local, state, and federal regulations governing such activities.

During operation, the Project would not involve the routine transport, storage, production, use, or disposal of hazardous materials and small amounts of consumer-grade pesticides and/or fertilizers may be stored by residents for the maintenance of landscaped areas and limited quantities of custodial and maintenance products, including cleansers, lubricants, and paints.

However, the transport, use, and storage of hazardous materials during construction of the Project would be conducted in accordance with all applicable State and federal laws, such as the Hazardous Materials Transportation Act (HMTA), Resource Conservation and Recovery Act (RCRA), the California Hazardous Material Management Act, (CHMMA) and the California Code of Regulations (CCR), Title 22. Therefore, operational impacts related to the transport, use, or disposal of hazardous materials use would be less than significant.

d. Less Than Significant Impact. According to the Department of Toxic and Substance Control Envirostor Database (California Department of Toxic Substances Control; 2022), the nearest cleanup site is located at West Coachella Elementary at Van Buren Street and Avenue 52 in Coachella, which borders the southern

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boundary of the Project site. The second cleanup site is a School Investigation, and its status is listed as *No Further Action in the Envirostor Database from Department of Toxic and Substance Control State of California*. Therefore, the impacts would be less than significant.

- e. **No Impact.** The closest airport to the Project site is the Jacqueline Cochran Regional Airport, which is approximately four points eight miles southeast of the Project site. The Project site is located outside of the Riverside County Airport Land Use Compatibility (ALUC) Airport Influence Area (Riverside County Airport Land Use Commission; 2022). Therefore, the Project would not result in a safety hazard for people residing or working in the Project area. No impact would occur.
- f. **Less Than Significant Impact.** The Project site is located along Van Buren Street, which is not designated as an emergency evacuation route by the City of Coachella. The access points into the city are through highway 111, Interstate 10, and State Route 86 all to the north of the Project site. There are no plans to alter the existing routes or circulation patterns to and from the city. Furthermore, access points would adhere to Riverside County Fire Department Fire Code to provide for adequate emergency access. As such, the Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan and impacts would be less than significant.
- g. **Less Than Significant Impact.** The Project site is not located within a State Responsibility Area (SRA) or a Local Responsibility Area (LRA) (California Office of the State Fire Marshall; 2022). A State Responsibility Area (SRA) is the area of the state where the State of California is financially responsible for the prevention and suppression of wildfires. SRA does not include lands within city boundaries or in federal ownership. A Local Responsibility Area (LRA) is an area designated by a local agency that is not a state responsibility area and where a local agency, city, county, or district is responsible for fire protection. The Project site and its surrounding areas are not located within a very high fire hazard area. Therefore, the proposed Project site would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. No impact would occur.

3.10.2 Mitigation

No mitigation is required.

3.10.3 Level of Significance after Mitigation

Not applicable.

3.11 Hydrology and Water Quality

3.11.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
HYDROLOGY AND WATER QUALITY – Would the Project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
c.i.) Result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c.ii.) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c.iii.) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c.iv) Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. **Less than Significant Impact.** Construction of the Project would be subject to National Pollutant Discharge Elimination System (NPDES) stormwater regulations for construction which are required when there is a soil disturbance of more than one acre. The proposed Project will be required to comply with all rules, regulations, and procedures of the NPDES permit for municipal, construction, and industrial activities as outlined by the California State Water Resources Control Board or any of its Regional Water Quality Control Boards (State of California Colorado River Basin Regional Water Quality Control Board; 2022).

The Project will also be required to comply with the State’s most current Construction General Permit (CGP) Order 2009-0009-DWQ. The CGP requires the development of a Storm Water Pollution Prevention Plan (SWPPP), which is designed to help prevent potential adverse effects to surface water quality that would occur during the construction of the proposed Project.

The Project will be required to comply with South Coast Air Quality Management (SCAQMD) Rules 403 and 403.1. Rule 403 requires the implementation of best available dust control measures during active operations that are capable of generating fugitive dust. Rule 403.1 applies only to fugitive dust sources that occur in the Coachella Valley and requires reducing fugitive dust and PM10 emissions from made-made sources in the Coachella Valley and requires reducing fugitive dust and PM10 emissions from made-

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made sources in the Coachella Valley. Although these rules are intended to protect air quality, they also protect water quality by preventing sediment track out and erosion.

A Water Quality Management Plan (WQMP) was prepared for the site to determine how to address pollutants of concern that may be generated at the Project site (see Appendix F, Preliminary Water Quality Management Plan; 2022). The proposed Project will be required to collect and store 100% of the runoff generated during the 100-year storm event on-site per City of Coachella drainage standards.

Therefore, the proposed Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Impacts would be less than significant.

- b. Less than Significant Impact.** The Project will be served with potable water by Coachella Water Authority (Coachella Valley Water District, accessed October 3, 2022). Based on the size of the project which of 111 units with 81 of the 111 units having attached ADU, the project will not have a substantial impact on water demand. The Preliminary Water Quality Management Report (The Altum Group, 2023) addresses the addition of the ADU's. The ADU's do not change the conclusion of the report. Therefore, the Project would not substantially deplete groundwater supplies and the Project's impact to groundwater supplies would be less than significant. An information request for the proposed Project impacts was sent to the Coachella Water Authority on October 17, 2022 but no response was received as of November 1, 2022.

Development of the Project would increase impervious surface coverage on the property, which would reduce the amount of water percolating down into the underground aquifer that underlies the Project site and a majority of the City. Water captured by the proposed Project's underground detention system and landscaped areas would have the opportunity to percolate into the ground. Therefore, buildout of the Project would not interfere substantially with groundwater recharge. Impacts would be less than significant.

- c-i. Less than Significant Impact.** Construction of the Project would require mass grading of the entire property to construct residential homes, which would change the site's existing ground contours and alter the existing drainage patterns interior to the Project site. Although the Project would alter the subject property's internal drainage patterns, such changes would not result in substantial erosion or siltation on or off site. Under post-development conditions, a majority of the site would be covered with impervious surfaces and the number of exposed soils on the Project site would be minimal.

The Project would construct an integrated storm drain system on-site with retention basins to minimize the number of water-borne pollutants carried from the Project site. The implementation of the retention basins and other design features will allow for control of any existing erosion or siltation that is attributed to the undeveloped site. Accordingly, the Project would not result in substantial erosion or siltation onsite or offsite. Impacts would be less than significant.

- c-ii. Less than Significant Impact.** As described in Section 3.10.3(c)(i), above, implementation of the Project would alter the site's existing drainage patterns but would not substantially alter the drainage pattern of the local area.

The City of Coachella General Plan 2035 requires that all new developments in areas susceptible to flooding incorporate measures to minimize or eliminate flood hazards (City of Coachella General Plan 2035, 2015). Under the developed condition, the Project will be designed to receive and store runoff tributary to the

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Van Buren half street frontage on-site. Storm drains runoff generated on-site will also be stored in a surface retention basin sized to collect and store the volume generated during the 100-year design storm per City of Coachella drainage ordinance requirements (The Altum Group, 2022).

Accordingly, implementation of the Project would not substantially increase the rate or amount of surface water runoff discharged from the site in a manner that would result in flooding on or offsite. Impacts would be less than significant.

- c-iii. Less than Significant Impact.** As previously stated, the Project's retention basins would be sized and designed to accommodate all of the site's runoff generated during a 100 year storm event (The Altum Group, 2022). Accordingly, the Project would not create or contribute runoff which would exceed the capacity of any existing or planned storm water drainage system and impacts would be less than significant.

As discussed under Section 3.10.3(a), the proposed Project would be required to comply with the Project's WQMP Appendix F (Preliminary Water Quality Management Plan; 2022), which identify required Best Management Practices (BMPs) to be incorporated into the Project to ensure that near-term construction activities and long-term post-development activities of the proposed Project would not result in substantial amounts of polluted runoff. Therefore, with mandatory compliance with the Project's WQMP, the proposed Project would not create or contribute substantial additional sources of polluted runoff. Impacts would be less than significant.

- c-iv. Less than Significant Impact.** The Project site is not located in an area identified as a flood plain zone by Federal Emergency Management Agency (FEMA), the California Department of Water Resources (DWR), or the Riverside County Flood Control and Water Conservation District (RCFC) (Riverside County Flood Control, n.d.). The closest floodplain area to the site is the Whitewater River, which is approximately 2 miles northeast of the Project site at its closest point (Riverside County Information Technology, 2022). Because the Project site is not within or close to a floodplain zone, the proposed Project would not impede or redirect flood flows. Impacts would be less than significant.
- d. No Impact.** The Project site is not located in an area identified as a flood plain zone by Federal Emergency Management Agency (FEMA), the California Department of Water Resources (DWR), or the Riverside County Flood Control and Water Conservation District (RCFC) (Riverside County Flood Control, n.d.). Furthermore, the Project site is not located within the vicinity of any other significant bodies of water (Riverside County Information Technology, 2022). Due to the Project site location being far away from the ocean and far away from any lakes or dams, there is no possibility of dam failure, tsunami or seiche. Therefore, there would be no impact.
- e. Less than Significant Impact.** The Project would adhere to all applicable water quality standards and would implement a Project specific WQMP approved by the City and the Regional Water Quality Control Board for both construction and operational activities. The WQMP incorporates design features that would prevent the Project from conflicting with or obstruct implementation of a water quality control plan or sustainable groundwater management plan (The Altum Group, 2022). Therefore, impacts would be less than significant.

3.11.2 Mitigation

No mitigation is required.

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3.11.3 Level of Significance after Mitigation

Not applicable.

3.12 Land Use and Planning

3.12.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
LAND USE AND PLANNING – Would the Project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- a. **No Impact.** Under existing conditions, the Project site is vacant and is bordered by vacant, undeveloped land to the west and south, a roadway to the east (Van Buren Street), and an elementary school (Coral Mountain Academy) to the north. Development of the Project would not physically disrupt or divide the arrangement of an established community. No impact would occur.
- b. **Less Than Significant Impact.** The development of the Project would consist of 111 single-family homes with 81 of the 111 units to have single family homes with attached ADU’s and associated site improvements on a 19.2-acre property. Each lot would have a minimum size of 4,500 square feet which is beyond the minimum standard of 2,500 square feet required for single-family zoning in Coachella (City of Coachella, 2022). The proposed density would be 10 dwelling units per acre.

Since the Project would have a development density of 10 dwelling units per acre, Per the City’s General Plan, the land use, Regional Retail District, is intended to have larger lots, larger yards, larger setbacks, and more landscaping (City of Coachella General Plan Update 2035, 2015). The proposed Project would not conflict with the underlying General Plan land use designation or zoning.

3.11.2 Mitigation

No mitigation is required.

3.11.3 Level of Significance after Mitigation

Not applicable.

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3.13 Mineral Resources

Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
MINERAL RESOURCES – Would the Project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-b. No Impact. According to the City General Plan Environmental Impact Report Figure 4.5-9, Mineral Resources, the Project site is located in an Mineral Resource Zone one (MRZ-1 zone), which indicates it is located in an area where there is little likelihood for presence of significant mineral resources (City of Coachella Updated 2035 General Plan Final Environmental Impact Report, 2014). The Project site is currently zoned Residential Single Family (R-S) per the City’s Official Zoning Map, which does not allow for mineral production (City of Coachella, 2022). Therefore, there would be no impact.

3.13.1 Mitigation

No mitigation is required.

3.13.2 Level of Significance after Mitigation

Not applicable.

3.14 Noise

3.14.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
NOISE – Would the Project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
ordinance, or applicable standards of other agencies?				
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Fundamentals of Noise

Sound, Noise and Acoustics

Sound is a disturbance created by a moving or vibrating source and is capable of being detected by the hearing organs. Sound may be thought of as mechanical energy of a moving object transmitted by pressure waves through a medium to a human ear. For traffic, or stationary noise, the medium of concern is air. *Noise* is defined as sound that is loud, unpleasant, unexpected, or unwanted.

Frequency and Hertz

A continuous sound is described by its *frequency* (pitch) and its *amplitude* (loudness). Frequency relates to the number of pressure oscillations per second. Low-frequency sounds are low in pitch (bass sounding) and high-frequency sounds are high in pitch (squeak). These oscillations per second (cycles) are commonly referred to as Hertz (Hz). The human ear can hear from the bass pitch starting out at 20 Hz all the way to the high pitch of 20,000 Hz.

Sound Pressure Levels and Decibels

The *amplitude* of a sound determines its loudness. The loudness of sound increases or decreases as the amplitude increases or decreases. Sound pressure amplitude is measured in units of micro-Newton per square inch meter (N/m²), also called micro-Pascal (µPa). One µPa is approximately one hundred billionths (0.0000000001) of normal atmospheric pressure. Sound pressure level (SPL or L_p) is used to describe in logarithmic units the ratio of actual sound pressures to a reference pressure squared. These units are called decibel (dB).

Addition of Decibels

Because decibels are on a logarithmic scale, sound pressure levels cannot be added or subtracted by simple plus or minus addition. When two sounds of equal SPL are combined, they will produce an SPL 3 dB greater than the original single SPL. In other words, sound energy must be doubled to produce a 3 dB increase. If two sounds differ by approximately 10 dB, the higher sound level is the predominant sound.

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Human Response to Changes in Noise Levels

In general, the healthy human ear is most sensitive to sounds between 1,000 Hz and 5,000 Hz, (A-weighted scale) and it perceives a sound within that range as being more intense than a sound with a higher or lower frequency with the same magnitude. For purposes of this report as well as with most environmental documents, the A-scale weighting is typically reported in terms of A-weighted decibel (dBA). Typically, the human ear can barely perceive the change in noise level of 3 dB. A change in 5 dB is readily perceptible, and a change in 10 dB is perceived as being twice or half as loud. As previously discussed, a doubling of sound energy results in a 3 dB increase in sound, which means that a doubling of sound energy (e.g. doubling the volume of traffic on a highway) would result in a barely perceptible change in sound level.

Changes in Intensity Level, dBA	Changes in Apparent Loudness
1	Not perceptible
3	Just perceptible
5	Clearly noticeable
10	Twice (or half) as loud

Sound Propagation

As sound propagates from a source it spreads geometrically. Sound from a small, localized source (i.e., a point source) radiates uniformly outward as it travels away from the source in a spherical pattern. The sound level attenuates at a rate of 6 dB per doubling of distance. The movement of vehicles down a roadway makes the source of the sound appear to propagate from a line (i.e., line source) rather than a point source. This line source results in the noise propagating from a roadway in a cylindrical spreading versus a spherical spreading that results from a point source. The sound level attenuates for a line source at a rate of 3 dB per doubling of distance.

As noise propagates from the source, it is affected by the ground and atmosphere. Noise models use hard site (reflective surfaces) and soft site (absorptive surfaces) to help calculate predicted noise levels. Hard site conditions assume no excessive ground absorption between the noise source and the receiver. Soft site conditions such as grass, soft dirt or landscaping attenuate noise at a rate of 1.5 dB per doubling of distance. When added to the geometric spreading, the excess ground attenuation results in an overall noise attenuation of 4.5 dB per doubling of distance for a line source and 7.5 dB per doubling of distance for a point source. Research has demonstrated that atmospheric conditions can have a significant effect on noise levels when noise receivers are located 200 feet from a noise source. Wind, temperature, air humidity and turbulence can further impact how far sound can travel.

Ground-Borne Vibration Fundamentals

Vibration Descriptors

Ground-borne vibrations consist of rapidly fluctuating motions within the ground that have an average motion of zero. The effects of ground-borne vibrations typically only cause a nuisance to people, but at extreme vibration levels, damage to buildings may occur. Although ground-borne vibration can be felt outdoors, it is typically only an annoyance to people indoors where the associated effects of the shaking of a building can be notable. Ground-borne noise is an effect of ground-borne vibration and only exists indoors, since it is produced from noise radiated from the motion of the walls and floors of a room and may also consist of the rattling of windows or dishes on shelves. Several different methods are used to quantify vibration amplitude.

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PPV – Known as the peak particle velocity (PPV) which is the maximum instantaneous peak in vibration velocity, typically given in inches per second.

RMS – Known as root mean squared (RMS) can be used to denote vibration amplitude

VdB – A commonly used abbreviation to describe the vibration level (VdB) for a vibration source.

Vibration Perception

Typically, developed areas are continuously affected by vibration velocities of 50 VdB or lower. These continuous vibrations are not noticeable to humans whose threshold of perception is around 65 VdB. Outdoor sources that may produce perceptible vibrations are usually caused by construction equipment, steel-wheeled trains, and traffic on rough roads, while smooth roads rarely produce perceptible ground-borne noise or vibration. To counter the effects of ground-borne vibration, the Federal Transit Administration (FTA) has published guidance relative to vibration impacts. According to the FTA, fragile buildings can be exposed to ground-borne vibration levels of 0.3 inches per second without experiencing structural damage.

Vibration Perception

There are three main types of vibration propagation: surface, compression, and shear waves. Surface waves, or Rayleigh waves, travel along the ground's surface. These waves carry most of their energy along an expanding circular wave front, similar to ripples produced by throwing a rock into a pool of water. P-waves, or compression waves, are body waves that carry their energy along an expanding spherical wave front. The particle motion in these waves is longitudinal (i.e., in a "push-pull" fashion). P-waves are analogous to airborne sound waves. S-waves, or shear waves, are also body waves that carry energy along an expanding spherical wave front. However, unlike P-waves, the particle motion is transverse, or side-to-side and perpendicular to the direction of propagation. As vibration waves propagate from a source, the vibration energy decreases in a logarithmic nature and the vibration levels typically decrease by 6 VdB per doubling of the distance from the vibration source. As stated above, this drop-off rate can vary greatly depending on the soil but has been shown to be effective enough for screening purposes, in order to identify potential vibration impacts that may need to be studied through actual field tests.

Noise modelling procedures and assumptions for the proposed Project are include in Appendix G, Encanto Residential – Noise, Noise Impact Study, MD Acoustics LLC.

- a. Less than Significant Impact with Mitigation Incorporated.** Due to Project Generated traffic, a worst-case project generated traffic noise level was modeled utilizing the Federal Highway Administration (FHWA) Traffic Noise Prediction Model - FHWA-RD-77-108. Traffic noise levels were calculated at 90 and 100 feet from the centerline of Van Buren Street to estimate the noise level at on-site and off-site receivers across that street. The trip generation for the Encanto residential project is 1,449 average daily trips. The modeling is theoretical and considers two situations: with and without the existing barriers. Therefore, the levels are shown for comparative purposes only to show the difference in with and without project conditions. In addition, the noise contours for 60, 65, and 70 dBA CNEL were calculated. The potential off-site noise impacts caused by an increase in traffic from the operation of the proposed project on the nearby roadways were calculated for the following scenarios:

Existing Year (without Project): This scenario refers to the year 2023 traffic noise conditions.

Cumulative Year (Plus Project): This scenario refers to the year 2025 + project + cumulative traffic noise conditions.

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Table 1 compares the without and with project scenarios and shows the change in traffic noise levels as a result of the proposed project. It takes a change of 3 dB or more to hear a perceptible difference. As demonstrated in Table 1 the project is anticipated to generate a small change in the noise CNEL level. The change in noise level is less than significant as 1 dBA noise increase is the maximum change projected. Additionally, the traffic noise levels are below the normally acceptable limits given by Figure 10-1 from the General Plan Noise Element. No further mitigation is required.

Noise Impacts to On-Site Receptors Due to Traffic

Traffic noise from the local roadway network was evaluated and compared to the City’s noise compatibility matrix. Per the City of Coachella’s General Plan Land Use Compatibility (City of Coachella; 2014), single-family residential is conditionally acceptable up to 65 dBA CNEL. As shown in Table 1, the Cumulative Plus Project traffic noise contour projections estimate that the 70 dBA CNEL will reach up to 24 feet from the centerline of the Van Buren Street. On-Site residential structures are located approximately 110 feet away from the Van Buren Street centerline. The distance from the roadway centerline falls within the 65 to 60 dBA CNEL contour and corresponds to the normally acceptable region for single-family residential (per land use compatibility matrix).

To further attenuate exterior noise impacting sensitive receivers, a 6-foot solid wall is proposed on the northern property line. Said wall will help to reduce the noise from the roadway. Additionally, to mitigate exterior to interior noise levels, the proposed Project shall implement noise control solutions to mitigate interior noise levels down to 45 dBA CNEL which requires a noise reduction of at least 20 dBA or more for the first and second floor units located on the first row facing Van Buren Street (see Mitigation Measure (MM) NOI-1).

Table 9 Existing Scenario - Noise Levels Along Roadways (dBA CNEL)

Opening Year Without Project Exterior Noise Levels						
Roadway	Segment	CNEL at receiver ¹ (dBA)	Distance to Contour (Ft)			
			70 dBA CNEL	65 dBA CNEL	60 dBA CNEL	55 dBA CNEL
Van Buren St	Frida Way to 52 nd Ave	62.5	20	62	196	621
Van Buren St	Frida Way to 51 st Ave	59.8	9	27	86	270

Opening Year with Project Exterior Noise Levels						
Roadway	Segment	CNEL at receiver ¹ (dBA)	Distance to Contour (Ft)			
			70 dBA CNEL	65 dBA CNEL	60 dBA CNEL	55 dBA CNEL
Van Buren St	Frida Way to 52 nd Ave	63.4	24	76	239	757
Van Buren St	Frida Way to 51 st Ave	60.5	10	32	100	316

Change in Existing Noise Levels as a Result of Project					
Roadway	Segment	CNEL at receiver dBA ^{2,3}			
		Existing Without Project	Existing With Project	Change in Noise Level	Potential Significant Impact
Van Buren St	Frida Way to 52 nd Ave	62.5	63.4	0.9	No



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Van Buren St	Frida Way to 51 nd Ave	59.8	60.5	0.7	No
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Notes:

¹ On-site receiver at 110 feet from roadway centerline. Off-site receiver 90 feet from roadway centerline.

² Exterior noise levels calculated at 5 feet above ground level.

³ Noise levels calculated from centerline of subject roadway.

Transportation noise impacts would be considered significant if the existing plus project levels are expected to increase by more than 3 dB. Compared to existing traffic noise levels, future traffic volumes are expected to increase 0.9 dBA CNEL at existing land uses. The impact is therefore less than significant.

Stationary noise impacts would be considered significant if they result in exceedances of Section 7.04.030 of the City’s Municipal Code. Implementation of the proposed project would result in stationary noise related to HVAC units. All equipment is required to meet the stationary noise limits of 55 dBA at the adjacent sensitive receptors.

Operational noise levels are expected to be below the ambient and reach 30 to 33 dBA Leq at the nearest receptors. These noise levels do not exceed the City’s noise standard. Therefore, the impact would be less than significant.

Construction noise will be significant if construction activities occur outside of the permitted construction hours specified in Section 7.04.070 of the City’s Municipal Code. Noise due to construction will result in short-term noise impacts associated with construction activities. The grading phase of on-site construction activities will generate the highest temporary noise levels. The loudest construction equipment on the site will be tractors, graders, scrapers, and dozers. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full power operation followed by 3 or 4 minutes at lower power settings. The maximum Leq level for the loudest phase of construction is expected to be 63 dBA Leq and 67 dBA Lmax at the nearest existing adjacent educational building.

With implementation of MM NOI-1, impacts would be reduced to less than significant.

- b. **Less than Significant Impact.** Construction vibration will be significant if vibration exceeds levels that would result in structural damage to existing buildings. Construction activity is not anticipated to occur within 600 feet of sensitive receptors. At a distance of 600 feet, the nearest educational building to the project property line, a large bulldozer would yield a worst-case 0.003 PPV (in/sec) which is below the threshold of any risk of damage. The project may result in temporary daytime residential annoyance. Construction activity is not expected to fall within the limits of structural damage, and therefore, the impact is less than significant.
- c. **No Impact.** The nearest airport to the project site is the Jacqueline Cochran Regional Airport. The Jacqueline Cochran Airport is approximately 3.5 miles to the southeast of the project. The project would be located outside the noise contours of Jacqueline Cochran Airport. Therefore, no substantial noise exposure from airport noise would occur and it would have no impact.

3.14.2 Mitigation

NOI-1 The proposed Project shall achieve a minimum of 20 dBA noise reduction in the residential building shell design to meet the City’s 45 dBA CNEL interior residential requirement.

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3.14.3 Level of Significance after Mitigation

Less than significant.

3.15 Population and Housing

3.15.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
POPULATION AND HOUSING – Would the Project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a. **Less than Significant Impact.** The population of the city of Coachella is expected to grow from 76,500 in 2020 to 105,220 in 2025, a 38% increase of 28,720 people (City of Coachella, accessed October 4, 2022). The Project would develop the subject property with 111 single family homes with 81 of the 111 units to have single family homes with attached ADU’s. Based on the city’s average household size of 2.61 persons (United States Census Bureau, 2021), the proposed Project would increase the city’s total population by approximately 290-310 residents. This only leads to a negligible increase in population and is consistent with current population growth projections. Furthermore, the Project will be accessible via existing roads and infrastructure. No roads or infrastructure would need to be extended to serve the Project. Since the anticipated increase in population based on the proposed residences would be negligible (and within current population growth projections), induced population growth would not be substantial. Therefore, the impacts would be less than significant.
- b. **No Impact.** The future development of 111 single-family residences with 81 of the 11 units to have single family homes with attached ADU’s will take place on one vacant parcel. No existing structures or housing will be eliminated as a result of the Project and is not expected to displace any current residents. Instead, the Project will accommodate housing that is needed by the growing population. Therefore, there would be no impacts relating to the displacement of people or housing.

3.15.2 Mitigation

No mitigation is required.

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3.15.3 Level of Significance after Mitigation

Not applicable.

3.16 Public Services

3.16.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
PUBLIC SERVICES				
a) Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Police Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a-i. Less than Significant Impact. The Coachella Fire Department would provide fire protection services to the Project site. The Coachella Fire Department Fire Station (#79) is located at 1377 Sixth Street, approximately one and a half (1.5) miles northeast of the Project site. Correspondence with Fire Captain Rodriguez stated that Fire Station 79 operates with six (6) personnel total, including a crew of three (3) fire-fighters who are on site at all times (Fire Captain J. Rodriguez; July 2023.). Per the City of Coachella Development Impact Fees Annual Report 2021, the City of Coachella requires a fee of \$1,750.03 per single-family unit development paid by project applicants to provide funding for fire protection and medical services facilities and equipment from expected community growth (City of Coachella Development Impact Fees Annual Report 2021; 2021). Since the proposed Project would be required to pay these fees and will feature fire safety and fire suppression activities including but not limited to, fire sprinklers, a fire hydrant system, paved access, and because the Coachella Fire Department will review and approve Project plans to ensure all applicable fire standards and regulations are met, impacts would be less than significant.

a-ii. Less than Significant Impact. The Coachella Police Department provides police protection services to the Project site and surrounding area. The Department is located at 86625 Airport Boulevard, approximately three and a half (3.5) miles southeast of the Project site. An information request for additional personnel and service area information was filed with Riverside County on October 11, 2022. A response was received on October 13, 2022, stating that the City of Coachella has approximately 30 sworn officers and

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approximately seven additional staff for a total of approximately 37 positions (Riverside County Sheriff's Department Public Records Center; 2022). Further, as part of final project approvals, the Coachella Police Department will review and approve Project plans to ensure all applicable police standards and regulations are met. In addition, per the City of Coachella Development Impact Fees Annual Report 2021, the City of Coachella requires a fee of \$306.54 per single-family unit development paid by project applicants to provide funding for police facilities and service equipment for increased police needs from expected community growth (City of Coachella Development Impact Fees Annual Report; 2021). Therefore, impacts associated with police protection services would be less than significant.

a-iii. Less than Significant Impact. The Project site is located within the jurisdiction of the Coachella Valley Unified School District (CVUSD) which currently enrolls approximately 17,000 students and operates 14 elementary schools, four (4) middle schools, and four (4) high schools (Coachella Valley Unified School District, accessed October 4, 2022).

The closest schools to the Project site are:

- Coral Mountain Academy, adjacent to the northern border of the Project site at 51375 Van Buren Street, Coachella, CA.
- Desert Leaders Charter School, approximately one (1) mile northwest of the Project site at 50100 Jackson St, Indio, CA.
- Peter Pendleton Elementary School, approximately one (1) mile southeast of Project site at 51375 Van Buren Street, Coachella, CA.
- NOVA Academy Early College High School – Coachella, approximately one (1) mile southeast of the Project site at 52780 Frederick St, Coachella, CA.

The Project would develop the subject property with 111 single family homes with 81 of the 111 units to have single family homes with attached ADU's. Based on the city of Coachella's average household size of 2.61 persons per household (United States Census Bureau, 2021), the Project can reasonably be expected to increase neighborhood population by approximately 290-310 residents. The City of Coachella's current population is around 40,000, the city projects an increase to 155,000 by 2035, including the land within its sphere of influence area, the city accommodate over 250,000 people (City of Coachella General Plan Update 2035; 2015). The population in the southeastern Coachella Valley is expected to increase to between 300,000 and 500,000 people within a generation or two (City of Coachella General Plan Update 2035; 2015). The development will only increase the population by 290-310 people, the city does have capacity per the city's general plan.

Additionally, the proposed Project is required to pay the State-mandated school impact fees, which would assist in mitigating impacts to schools. Therefore, the impacts would be less than significant.

a-iv. Less than Significant Impact. The closest parks to the project site are Bagdouma Park, which is approximately one (1) mile east, Tot Park, which is approximately one (1) mile southeast, and De Oro Park, which is approximately one (1) mile northeast (Riverside County Information Technology, 2022). As discussed in section 2.14.1(a), the proposed Project can reasonably be expected to increase local population by approximately 290-310 residents.

Additionally, the Project will be required to pay a development impact fee pursuant to the City's Municipal Code Chapter 4.45 (City of Coachella, 2022), which will accommodate the development of new parks and recreation facilities within the city. The proposed Project will also be required to dedicate land or pay fees

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for park and recreation purposes pursuant to the Quimby Act, which requires that three acres of land for each 1,000 persons residing within a subdivision shall be devoted to neighborhood and community park and recreational facilities (City of Coachella Code of Ordinances Section 16.36.060; 2022). Therefore, impacts to parks would be less than significant.

A-v. Less than Significant Impact. As discussed in section 2.14.1(a), the proposed Project can reasonably be expected to increase local population by approximately 290-310 residents, which is a negligible increase compared to the City of Coachella’s projected growth rate of 28,720 people by the City’s buildout year of 2025. Therefore, relative to the city’s projected population growth, the Project’s impact on public facilities, fire, police, schools, parks, libraries would be less than significant.

Additionally, as discussed in section 2.15.1a(iv), the Project would be required to pay a development impact fee pursuant to the City’s Municipal Code Chapter 4.45, which will accommodate the need for public facilities, Police , fire, schools, parks, and library facilities (City of Coachella, 2022). Therefore, implementation of the Project would not adversely affect other public facilities or require the construction of new or modified public facilities. Impacts would be less than significant.

3.16.2 Mitigation

No mitigation is required.

3.16.3 Level of Significance after Mitigation

Not applicable.

3.17 Recreation

3.17.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
RECREATION				
a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a-b. Less than Significant Impact. The city of Coachella is located within the Coachella Valley Recreation and Park District (CVRPD), which provides park and recreation services for the city. The City of Coachella oversees several recreation facilities, which include the Coachella Valley Boxing Club, Jack Delgado Karate Club, and Eleanor Shadowen Senior Citizen Center. Currently, there are no regional parks, recreational

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trails or bike trails located within the City. The City of Coachella maintains 47 acres of parkland spread across seven different parks; Bagdouma Park Community Park 34 acres, Rancho Las Flores Community Park 12 acres, Dateland Park Neighborhood Park five (5) acres, De Oro Park Neighborhood Park four (4) acres, Sierra Vista Park Neighborhood two (2) acres, Shady Lane Park Neighborhood Park one (1), Ya’ We’ Vichem Park Pocket Park zero point six (0.6) acre, Ave 53 Tot Lot Pocket Park zero point twenty-one (0.21) (City of Coachella General Plan Update 2035; 2015).

The closest parks to the Project site are Bagdouma Park, which is approximately one (1) mile to the east, Tot Park, which is approximately one (1) mile southeast, and De Oro Park, which is approximately one(1) mile northeast (Riverside County Information Technology, 2022). As discussed in section 2.14.1(a) the proposed Project can reasonably be expected to increase local population by approximately 290-310 residents, which is a small increase compared to the City of Coachella’s projected growth rate of 28,720 people by 2025.

Additionally, as discussed in section 2.15.1a(iv), the Project would be required to pay a development impact fee pursuant to the City’s Municipal Code Chapter 4.45 (City of Coachella, 2022), which will accommodate the need for public facilities, including parks and recreational facilities. Therefore, the impacts would be less than significant.

3.17.2 Mitigation

No mitigation is required.

3.17.3 Level of Significance after Mitigation

Not applicable.

3.18 Transportation

3.18.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
TRANSPORTATION – Would the Project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Would the Project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in inadequate emergency access	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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- a. **Less than Significant Impact.** A Traffic Analysis (TA) as well as a a Vehicle Miles Travelled (VMT) Memorandum, were completed by General Technologies and Solutions (GTS) in august 2022 and September 2023, respectively (Appendix). GTS evaluated the potential traffic deficiencies related to the Project in conformance with the analysis requirements per the County of Riverside Transportation Analysis Guidelines for Level of Service (LOS) and Vehicle Miles Traveled (VMT) for the purposes of compliance with the City of Coachella General Plan.

On December 28, 2018, the California Office of Administrative Law cleared the revised CEQA Guidelines and removed analysis of vehicle delay and level of service from consideration under CEQA. With the adopted guidelines, transportation impacts are to be evaluated based on a project's effect on a project's analysis of vehicle miles traveled (VMT). Since the City has yet to adopt Senate Bill 743 (SB 743) guidelines the VMT analysis for the proposed Project was based upon the methodology and significant threshold criteria identified in the County of Riverside Transportation Analysis (TA) Guidelines for Level of Service (LOS) and Vehicle Miles Traveled, December 2020 (Guidelines).

The Project will not conflict with any program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities (Appendix H), Therefore, impacts would be less than significant.

- b. **Less than Significant Impact.** The City of Coachella has yet to adopt Senate Bill 743 (SB 743) guidelines (General Technologies & Solutions, 2022) and so based on the guidance from the City, the VMT analysis was based upon the methodology and significant threshold criteria identified in the County of Riverside Transportation Analysis (TA) Guidelines for Level of Service (LOS) and Vehicle Miles Traveled, December 2020 (County of Riverside Transportation Department, 2020).

The City's project screening criteria, which provide screening criteria for small scale projects, was reviewed for the Project. The County of Riverside TA Guidelines for LOS provide screening criteria for small Projects (County of Riverside Transportation Department, 2020). The guidelines include project screening criteria which were reviewed for traffic related evaluation of the proposed Project. Given the Project is a single-family development, the screening criteria allows for developments with 110 single family dwelling units or less to be screened out from conducting a detailed VMT analysis. Since the proposed Project includes 111 single family and 81 accessory dwelling units, this Project does not qualify for VMT screening under this or any of other established screening criteria. Therefore, a full VMT analysis was conducted using RIVCOM3.51 as recommended in the guidelines. The residential VMT is computed by combining the production VMT for all the Home-Based trip purposes. According to the Guidelines, the Project will constitute a significant impact if the Project residential VMT per capita is higher than the Riverside Countywide residential VMT per capita.

Both baseline (2018) and horizon year (2045) model runs were used to estimate Project's VMT impacts. RIVCOM3 socioeconomic databases for the scenarios were updated with the Project land use to calculate Project VMT. Typically, Project VMT is calculated by isolating the Project in a new TAZ or multiple TAZs depending on the diversity of Project land uses and Project size. RIVCOM3 does not allow addition of new TAZs or TAZ splits, however it includes some empty zones. One of the empty TAZ was borrowed for this Project. Project TAZ was utilized to calculate Project specific VMT per capita.

No Project specific network modifications were conducted for the model scenarios. Full model runs with all feedback loops were conducted for all of the Project scenarios.

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As indicated before, the Project residential VMT per capita was compared with Riverside Countywide residential VMT per capita for Project evaluation. The Riverside Countywide residential VMT per capita was estimated using “No Project” RIVCOM3 runs conducted by GTS. VMT metrics for the threshold and Project were developed using consistent methodology.

Table 10 Project VMT analysis

	Encanto (Project)*	Riverside County (County)**
Total Population	768	2,358,439
Total Employment	-	759,857
Homebased Production (HBP) VMT	9,357	43,061,412
HBP VMT per capita	12.2	18.3
2045	Encanto (Project)*	Riverside County (County)**
Total Population	768	3,424,454
Total Employment	-	1,116,025
Homebased Production (HBP) VMT	8,777	63,976,131
HBP VMT per capita	11.4	18.7

*Estimated using RIVCOM3 “with Project” model runs

** Estimated using GTS No Project RIVCOM3 model runs

Based on the VMT analysis as shown in the above Table 1, the Project would not result in significant Increases in VMT. Therefore, the impacts would be less than significant.

- c-d. Less than Significant Impact.** Access to the Project site will be provided via one (1) full access driveway and one (1) emergency access only driveway along Van Buren Street. A loop road is proposed in the interior of the site to provide access to and from all of the proposed residential units. No sharp curves or dangerous roadway design features are being proposed for circulation on the site. Emergency access will be finalized and designed to the satisfaction of the City and County Fire Marshalls. Additionally, the Riverside County Fire Department, City Fire Services, and the City Police Department will review the proposed site plan to ensure that all safety design features and measures related to emergency access and geometric design are compliant with existing standards prior to final Project approval; therefore, with implementation of the on-site roadway and site access improvements listed above, the Project would not create hazards due to a geometric design and would not result in inadequate emergency access. Therefore, Project impacts would be less than significant.

3.18.2 Mitigation

No mitigation is required.

3.18.3 Level of Significance after Mitigation

Not applicable.

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3.19 Tribal Cultural Resources

3.19.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
TRIBAL CULTURAL RESOURCES – Would the Project:				
a) Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a.i – ii Less than Significant Impact with Mitigation Incorporated. The Project area is a vacant, flat parcel within a mostly agricultural portion of the Coachella Valley (Figure 5-1).

Noted disturbances on the site include what appear to be decades of dumping (e.g., dirt piles, construction material, modern refuse), former agricultural infrastructure, and evidence of abandoned homeless encampments. The agricultural infrastructure includes concrete standpipes and fragments, and plastic lines that are scattered throughout the property and likely date to the 1980s and 1990s. Additionally, a small hill in the northeast corner of the property was observed. The hill appears to be a large push pile from working or clearing the parcel. As a result of these activities, the upper 1.5-2.0 ft of the ground surface across the Project site is likely disturbed.

No archaeological or built-environment resources were identified in the Project area during the Paleontological Resources Assessment conducted by Paleo West.

PaleoWest contacted the Native American Heritage Commission (NAHC) on February 25, 2022 for a review of the Sacred Lands File (SLF) (Appendix E, Paleontological Resource Assessment; 2022). The objective of

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the SLF search was to determine if the NAHC had any knowledge of Native American cultural resources (e.g., traditional use or gathering area, place of religious or sacred activity, etc.) within the immediate vicinity of the Project area. The NAHC responded on April 14, 2022, stating that the SLF was completed with negative results. However, the NAHC suggested that 18 individuals representing 12 Native American tribal groups be contacted to elicit information regarding cultural resource issues related to the proposed Project (See Appendix E Paleontological Records Search Results, Paleontological Resource Assessment; 2022). PaleoWest sent outreach letters on behalf of the City of Coachella to the 12 recommended tribal groups on April 15, 2022.

To date three (3) responses have been received by the City of Coachella. The tribes pointed out that the Project area is part of the Desert Cahuilla cultural land use area and within the prehistoric Desert Cahuilla settlement pattern. The tribal coordination revealed that there are several cultural village sites located in the general Project vicinity that indicate that the area may be sensitive for cultural resources.

As a result of the cultural resource records search and survey conducted by PaleoWest, no archaeological or historic period built-environment resources were identified in the Project area. However, geological and geomorphic information indicates that the Project area has the potential to contain significant buried archaeological remains. As such, the Project area appears to be moderately sensitive for buried cultural resources. Therefore, it is recommended that an archaeological monitor be retained to observe ground-disturbing activities during the initial phases of construction.

With the incorporation of mitigation measures (MM) CU-1, CUL-2 and TRI-1, the proposed Project would have a less than significant impact to tribal cultural resources.

3.19.2 Mitigation

TRI-1 A qualified archaeologist monitor shall be present during any ground disturbing activities during the Project construction phase. If the qualified archaeologist determines that the construction activities have little or no potential to impact cultural resources (e.g., excavations are within previously disturbed, non-native soils, or within soil formation not expected to yield cultural resources deposits), then monitoring shall be reduced or eliminated.

3.19.3 Level of Significance after Mitigation

With the incorporation of Mitigation Measures CUL-1 and CUL-2, impacts to cultural resources would be less than significant.

3.20 Utilities and Services

Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
UTILITIES AND SERVICE SYSTEMS – Would the Project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				
b) Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's Projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a-e. Less than Significant Impact.

Domestic Water

As discussed in section 2.10.1(b), the proposed Project will be served with potable water by Coachella Water Authority (CWA) (Coachella Valley Water District, accessed October 3, 2022). The City estimates a population growth of 116,377 by 2035, bringing the per capita water use to 200, total water use per day 23.28, total annual water use 8,496, this is a 27.8% increase; however the CWA is prepared for the increase in population and demand and has the current capacity to handle new development (2015 Urban Water Management Plan Final; 2016). The current demand for domestic water serves 55,783 people, per capita water use 200, total water use per day 11.16, total annual water use 4,072 (2015 Urban Water Management Plan Final; 2016). Based on the size of the proposed Project which would consist of 111 dwelling units with 81 of the 111 units to have single family homes with attached ADU's the Project will not have a substantial impact on water demand considering the city's projected growth of 116,377 people by 2035. Therefore, the Project would not substantially deplete groundwater supplies and the Project's impact to groundwater supplies would be less than significant.

Additionally, the Project will be required to implement all water conservation measures imposed by the CVWD under normal as well as drought conditions over the life of the Project. These include requirements of Executive Order B-29-15, mandating reductions in water use by 36% in the Coachella Valley. The Project will tie into existing domestic water lines. No new wells or additional water infrastructure or entitlements will be required. Therefore, the Project would have a less than significant impact and no mitigation is required.

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Wastewater

Wastewater generated from the Project site would be treated through the Coachella Sanitation District (CSD). The Project would generate a minimal increase in wastewater and since the WWTP currently treats approximately 2.9 million gallons of wastewater per day, the Project would not result in a significant impact (City of Coachella General Plan Update 2035, 2015).

The Project will tie into existing sanitary sewer lines, and wastewater will be transported to Coachella's Wastewater Treatment Plant (WWTP). The WWTP implements all applicable requirements of the Colorado River Basin Regional Water Quality Control Board, and no violations of wastewater treatment requirements are anticipated. Therefore, the Project would have a less than significant impact and no mitigation is required.

Stormwater

The City requires on-site detention and/or retention basins for all new developments to manage surface water flows and reduce runoff from sources such as stormwater and landscape irrigation. The Project complies with this requirement by including on-site retention basins to ensure stormwater is retained on-site. Additional measures to address onsite stormwater management are described in Section 3.10, Hydrology and Water Quality. Project related impacts to stormwater management systems are expected to be less-than-significant. Therefore, the Project would have a less than significant impact and no mitigation is required.

Solid Waste

Implementation of the proposed Project would generate an incremental increase in solid waste volumes requiring off-site disposal during short-term construction and long-term operational activities. The Project would be required to comply with AB 939, which requires a minimum of 50 percent of all construction waste and debris to be recycled. Additionally, the Project would be required to comply with mandatory waste reduction requirements as described below. Solid waste generated by the Project would be collected by Burrtec Waste Industries and disposed at the Coachella Valley Transfer Station, which currently receives an average of 328 tons of waste per day and has a capacity of 1,100 tons of waste per day. Fees for solid waste removal would be paid by individual households residing at the proposed Project site.

Construction Impact Analysis

Solid waste requiring disposal would be generated by the construction process, primarily consisting of discarded materials and packaging. Based on the size of the Project (297,800 square feet of new single-family houses) and the United States Environmental Protection Agency's (U.S. EPA) construction waste generation factor of 4.39 pounds per square foot for residential uses, approximately 653.67 tons of waste is expected to be generated during the Project's construction phase. CalGreen requires that a minimum of 65% of all construction waste be diverted from landfills (by recycling, reusing, and other waste reduction strategies); therefore, the Project is estimated to generate a total of approximately 228.79 tons of solid waste requiring landfill disposal during Project construction.

Non-recyclable construction waste generated by the Project would be disposed of at the Coachella Valley Transfer Station. As described above, these landfills receive well below their maximum permitted daily disposal volume; thus, the relatively minimal construction waste generated by the Project is not anticipated to cause the landfill to exceed its maximum permitted daily disposal volume. Furthermore, the Coachella Valley Transfer Station is not expected to reach its total maximum permitted disposal

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capacities during the Project’s construction period. The Coachella Valley Transfer Station has sufficient daily capacity to accept solid waste generated by the Project’s construction phase; therefore, impacts to landfill capacity associated with the Project’s near-term construction activities would be less than significant.

Operational Impact Analysis

Based on a daily waste generation factor of 12.23 pounds of waste per household per day obtained from CalRecycle, (2022) long-term, on-going operation of the Project would generate approximately 0.7 tons of solid waste per day. Pursuant to AB 939, at least 50 percent of the Project’s solid waste is required to be diverted from landfills; therefore, the Project would generate a maximum of 0.35 tons of solid waste per day requiring landfilling.

Non-recyclable solid waste generated during long-term operation of the Project would be disposed of at the Coachella Valley Transfer Station. As described above, the landfills that serve the city receive well below their maximum permitted daily disposal volume; thus, waste generated by the Project’s operation is not anticipated to cause the landfill to exceed its maximum permitted daily disposal volume. Because the Project would generate a relatively small amount of solid waste per day as compared to the permitted daily capacities at receiving landfills, impacts to regional landfill facilities during the Project’s long-term operational activities would be less than significant.

3.20.1 Mitigation

No mitigation is required.

3.20.2 Level of Significance after Mitigation

Not applicable.

3.21 Wildfire

3.21.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

a-d. No Impact. A State Responsibility Area (SRA) is the area in the state where the State of California has the primary financial responsibility for the prevention and suppression of wildland fires (California Fire Prevention Fee; 2022). Local Responsibility Areas (LRA) are incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. Fire protection in LRAs is typically provided by city fire departments, fire protection districts, counties, and by California Fire (CAL FIRE) (Office of the State Fire Marshall; 2022). Classification of a wildland zone as Moderate, High or Very High fire hazard is made by the California Department of Forestry and Fire Protection (CAL Fire) and is based on the average hazard across the area included in the zone, which have a minimum size of 200 acres (Office of the State Fire Marshall; 2022).

The Project site is not located in or near a State Responsibility Area (SRA) or within a high, moderate, or Very High Fire Hazard Severity zone (VHFHS) (Office of the Sate Fire Marshall; 2022). Therefore, the Project would not exacerbate wildfire hazard risks or expose people or the environment to adverse environmental effects related to wildfires. No Impact

3.21.2 Mitigation

No mitigation is required.

3.21.3 Level of Significance after Mitigation

Not applicable.

3.22 Mandatory Findings of Significance

3.22.1 Impacts

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3 Technical Issue Analysis

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- a. **Less than Significant with Mitigation Incorporated.** All impacts to the environment, including impacts to habitat for fish and wildlife species, fish and wildlife populations, plant and animal communities, rare and endangered plants and animals, and historical and pre-historical resources were evaluated as part of this Initial Study. Impacts to biological resources are discussed in Section 2.4. Compliance with applicable rules and regulations as well as implementation of the mitigation measures AIR-1, BIO-1, CUL-1, CUL-2, GEO-1 to GEO-4, and NOI-1, which are outlined in the following section, would reduce potential impacts to less than significant.
- b. **Less than Significant with Mitigation Incorporated.** No known planned or pending projects are located in the immediate site vicinity that would substantially contribute to any additive effects in conjunction with the project. With adherence to all mitigation measures, the proposed Project’s contribution to cumulative impacts with respect to such issues as aesthetics, air quality, GHG emissions, water quality, population growth, public services, and noise would not be substantial due to the project size, location, and design. Therefore, the proposed Project would not contribute to cumulative impacts related to any of the issues areas. Impacts would be reduced to less than significant levels with mitigation incorporated.
- c. **Less than Significant with Mitigation Incorporated.** As detailed in the preceding sections of this ISMND, the proposed Project has the potential to result in impacts to Cultural and Paleontological Resources, Air Quality, and Noise levels. Compliance with applicable rules and regulations as well as implementation of the mitigation measures AIR-1, CUL-1, CUL-2, NOI-1, and TRI-1, would reduce potential impacts on human beings. Impacts would be reduced to less than significant levels with mitigation incorporated.

3.22.2 Mitigation

AIR-1 Paint used for indoor architectural coatings for the project shall have a maximum of 40 grams per liter of VOCs.

3 Technical Issue Analysis

- BIO-1** In order to reduce impacts to nesting birds located at the proposed Project site, a pre-construction nesting bird clearance survey shall be conducted by the proposed Project Applicant at the site prior to ground disturbance.
- CUL-1** A qualified archaeologist monitor shall be present during any ground disturbing activities during the Project construction phase. In the case that archaeological materials are encountered during ground disturbing activities, work in the area shall cease and any deposits shall be treated according to federal, State, and local guidelines. No further grading shall be permitted in the area of the discovery until the City approves the appropriate measure to protect the discovered resources.
- CUL-2** In the event that human remains are uncovered during ground disturbing activities on the Project site, no further disturbance shall occur, and all work shall cease until the County Coroner has made a determination of the origin and disposition of the remains. Ground disturbing activities and excavations shall not resume until the following has been addressed:
1. The County Coroner has been contacted and determined that no investigation to the cause of death is required; and,
 2. If the County Coroner determines that the remains are of Native American decent, the coroner shall notify Native American Heritage Commission (NAHC), which will then determine the Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in Public Resource Code Section 5097.98.
- GEO-1** Prior to the start of the proposed Project activities, all field personnel shall receive a worker's environmental awareness training on paleontological resources. The training shall provide a description of the laws and ordinances protecting fossil resources, the types of fossil resources that may be encountered in the Project area, the role of the paleontological monitor, outline steps to follow if a fossil discovery is made and provide contact information for the Project Paleontologist. The training shall be developed by the Project Paleontologist and can be delivered concurrent with other training including cultural, biological, safety, etc.
- GEO-2** Prior to the commencement of ground disturbing activities, a professional paleontologist shall be retained to prepare and implement a Paleontological Resource Monitoring and Mitigation Plan (PRMMP) for the proposed Project. The PRMMP shall describe the monitoring required during ground disturbing activities. Monitoring shall entail the visual inspection of excavated or graded areas and trench sidewalls. If the Project Paleontologist determines full-time monitoring is no longer warranted based on the geologic conditions at depth, they shall recommend that monitoring be reduced or cease entirely.
- GEO-3** In the event that a paleontological resource is discovered, the monitor shall have the authority to temporarily divert the construction equipment around the find until it is assessed for scientific significance and, if appropriate, collected. If the resource is determined to be of scientific significance, the Project paleontologist shall complete the following:

3 Technical Issue Analysis

1. Salvage of Fossils. If fossils are discovered, all work in the immediate vicinity shall be halted to allow the paleontological monitor, and/or Project paleontologist to evaluate the discovery and determine if the fossil may be considered significant. If the fossils are determined to be potentially significant, the Project paleontologist (or paleontological monitor) shall recover them following standard field procedures for collecting paleontological as outlined in the PRMMP prepared for the Project. Typically, fossils can be safely salvaged quickly by a single paleontologist and not disrupt construction activity. In some cases, larger fossils (such as complete skeletons or large mammal fossils) require more extensive excavation and longer salvage periods. In this case the paleontologist shall have the authority to temporarily direct, divert or halt construction activity to ensure that the fossil(s) can be removed in a safe and timely manner.
2. Fossil Preparation and Curation. The PRMMP shall identify the museum that has agreed to accept fossils that may be discovered during Project-related excavations. Upon completion of fieldwork, all significant fossils collected shall be prepared in a properly equipped laboratory to a point ready for curation. Preparation may include the removal of excess matrix from fossil materials and stabilizing or repairing specimens. During preparation and inventory, the fossils specimens shall be identified to the lowest taxonomic level practical prior to curation at an accredited museum. The fossil specimens shall be delivered to the accredited museum or repository no later than 90 days after all fieldwork is completed. The cost of curation shall be assessed by the repository and shall be the responsibility of the client.

GEO-4 Upon completion of ground disturbing activity (and curation of fossils if necessary) the Project paleontologist shall prepare a final mitigation and monitoring report outlining the results of the mitigation and monitoring program. The report shall include discussion of the location, duration and methods of monitoring, stratigraphic sections, any recovered fossils, and the scientific significance of those fossils, and where fossils were curated.

NOI-1 The proposed Project shall achieve a minimum of 20 dBA noise reduction in the residential building shell design to meet the City's 45 dBA CNEL interior residential requirement.

TRI-1 A qualified archaeologist monitor shall be present during any ground disturbing activities during the Project construction phase. If the qualified archaeologist determines that the construction activities have little or no potential to impact cultural resources (e.g., excavations are within previously disturbed, non-native soils, or within soil formation not expected to yield cultural resources deposits), then monitoring shall be reduced or eliminated.

3.22.3 Level of Significance after Mitigation

Less than significant.

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Chapter 5 References

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Mitigation Monitoring and Reporting Program

Environmental Impact	Mitigation Measure	Responsibility And Timing	Implementation Monitoring
3.3 Air Quality			
<p>b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?</p>	<p>Mitigation Measure: AQ-1: Paint used for architectural coatings for the Project shall have a maximum of 24 grams per liter of VOCs.</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: During construction activities</p>	<p>Implementation: Confirm that the paint meets regulatory qualifications.</p> <p>Initials: __ Date: __</p>
3.4 Biological Resources			
<p>a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p>	<p>Mitigation Measure: BIO-1 Regardless of the time of year, nesting bird surveys shall be performed by a qualified avian biologist no more than 3 days prior to vegetation removal or ground-disturbing activities. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the pre-construction nesting bird surveys, a qualified biologist shall establish an appropriate nest buffer to be marked on the ground. Nest buffers are species specific and shall be at least 300 feet for passerines and 500 feet for raptors. A smaller or larger buffer may be determined by the qualified biologist familiar with the nesting phenology of the nesting species and based on nest and buffer monitoring results. Construction activities may not occur inside the established buffers, which shall remain on site until a qualified biologist determines the young have fledged or the nest is no longer active. Active nests and adequacy</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: Prior to construction activities</p>	<p>Implementation: Review and approve the survey provided and signed by applicant's qualified biologist.</p> <p>Initials: __ Date: __</p>

Mitigation Monitoring and Reporting Program

Environmental Impact	Mitigation Measure	Responsibility And Timing	Implementation Monitoring
	<p>of the established buffer distance shall be monitored daily by the qualified biologist until the qualified biologist has determined the young have fledged or the Project has been completed. The qualified biologist has the authority to stop work if nesting pairs exhibit signs of disturbance.</p>		
	<p>BIO-2 Burrowing Owl Survey</p> <p>Suitable burrowing owl habitat has been confirmed on the site; therefore, focused burrowing owl surveys shall be conducted by a qualified biologist according for to</p> <p>Burrowing Owl Mitigation prior to vegetation removal or ground-disturbing activities. If burrowing owls are detected during the focused surveys, the qualified biologist and Project proponent shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval prior to commencing Project activities. The Burrowing Owl Plan shall describe proposed avoidance, minimization, mitigation, and monitoring actions. The Burrowing Owl Plan shall include the number and location of occupied burrow sites, acres of burrowing owl habitat that will be impacted, details of site monitoring, and details on proposed buffers and other avoidance measures if avoidance is proposed. If impacts to occupied burrowing owl habitat or burrow cannot be avoided, the Burrowing Owl Plan shall also describe minimization and relocation actions that will be implemented. Proposed implementation of burrow exclusion and closure should only be considered as a last</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: Prior to construction activities</p>	<p>Implementation: Review and approve the survey provided and signed by applicant's qualified biologist.</p> <p>Initials: __ Date: __</p>

Mitigation Monitoring and Reporting Program

Environmental Impact	Mitigation Measure	Responsibility And Timing	Implementation Monitoring
	<p>resort, after all other options have been evaluated as exclusion is not in itself an avoidance, minimization, or mitigation method and has the possibility to result in take. If impacts to occupied burrows cannot be avoided, information shall be provided regarding adjacent or nearby suitable habitat available to owls along with proposed relocation actions. The Project proponent shall implement the Burrowing Owl Plan following CDFW and USFWS review and approval. Preconstruction burrowing owl surveys shall be conducted no less than 14 days prior to the start of Project-related activities and within 24 hours prior to ground disturbance, in accordance with the Staff Report on Burrowing Owl Mitigation (2012 or most recent version). Preconstruction surveys should be performed by a qualified biologist following the recommendations and guidelines provided in the Staff Report on Burrowing Owl Mitigation. If the preconstruction surveys confirm occupied burrowing owl habitat, Project activities shall be immediately halted. The qualified biologist shall coordinate with CDFW and prepare a Burrowing Owl Plan that shall be submitted to CDFW and USFWS for review and approval prior to commencing Project activities.</p>		
	<p>BIO-3 Artificial Nighttime Lighting</p>	<p>Responsibility: The City of Coachella Development Services</p>	<p>Implementation: Review and approve the</p>

Mitigation Monitoring and Reporting Program

Environmental Impact	Mitigation Measure	Responsibility And Timing	Implementation Monitoring
	<p>Throughout construction and the lifetime operations of the Project, the City of Coachella and Project proponent shall eliminate all nonessential lighting throughout the Project area and avoid or limit the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. The City of Coachella and Project proponent shall ensure that all lighting for the Project is fully shielded, cast downward and directed away from surrounding open-space and agricultural areas, reduced in intensity to the greatest extent possible, and does not result in lighting trespass including glare into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at http://darksky.org/). The City of Coachella and Project proponent shall ensure use of LED lighting with a correlated color temperature of 3,000 Kelvins or less, proper disposal of hazardous waste, and recycling of lighting that contains toxic compounds with a qualified recycler.</p>	<p>Timing: Prior to construction activities</p>	<p>survey provided and signed by applicant's qualified biologist.</p> <p>Initials: __ Date: __</p>
	<p>BIO-4 CVMSHPCP Compliance</p> <p>Prior to construction and issuance of any grading permit, the City of Coachella shall ensure compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) and its associated Implementing Agreement and shall ensure the collection of payment of the CVMSHCP Local Development Mitigation Fee and transfer of revenues to the Coachella Valley Conservation Commission.</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: Prior to construction activities</p>	<p>Implementation: Review and approve the survey provided and signed by applicant's qualified biologist.</p> <p>Initials: __ Date: __</p>

Mitigation Monitoring and Reporting Program

Environmental Impact	Mitigation Measure	Responsibility And Timing	Implementation Monitoring
3.5 Cultural Resources			
<p>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?</p> <p>c) Disturb any human remains, including those interred outside of formal cemeteries?</p>	<p>Mitigation Measure: CUL-1: A qualified archaeologist monitor shall be present during any ground disturbing activities during the Project construction phase. In the case that archaeological materials are encountered during ground disturbing activities, work in the area shall cease and any deposits shall be treated according to federal, State, and local guidelines. No further grading is permitted in the area of the discovery until the City approves the appropriate measure to protect the discovered resources.</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: During construction and grading activities</p>	<p>Implementation: Review documentation of survey methods, findings and treatment of archeological resources discovered.</p> <p>Initials: __ Date: __</p>

Mitigation Monitoring and Reporting Program

Environmental Impact	Mitigation Measure	Responsibility And Timing	Implementation Monitoring
	<p>Mitigation Measure: CUL-2: In the event that human remains are uncovered during ground disturbing activities on the Project site, no further disturbance shall occur and all work shall cease until the County Coroner has made a determination of the origin and disposition of the remains. Ground disturbing activities and excavations shall not resume until the following has been addressed:</p> <p>The County Coroner has been contacted and determined that no investigation to the cause of death is required, and If the County Coroner determines that the remains are of Native American decent, the Coroner must notify Native American Heritage Commission (NAHC), which will then determine the Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in Public Resource Code Section 5097.98.</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: During construction and grading activities</p>	<p>Implementation: Review documentation of ground disturbing methods, findings and treatment of human remains discovered. The County Coroner shall coordinate with the NAHC, as appropriate.</p> <p>Initials: __ Date: __</p>
3.7 Geology and Soils			
<p>f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature</p>	<p>Mitigation Measure: GEO-1: Prior to the start of the proposed Project activities, all field personnel will receive a worker’s environmental awareness training on paleontological resources. The training will provide a description of the laws and ordinances protecting fossil resources, the types of fossil resources that may be encountered in the Project area, the role of the paleontological monitor, outline steps to follow if a fossil discovery is made, and provide contact information for the Project</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: Prior to all pre-construction activities</p>	<p>Implementation: Review documentation of all training conducted and approved.</p> <p>Initials: __ Date: __</p>

Mitigation Monitoring and Reporting Program

Environmental Impact	Mitigation Measure	Responsibility And Timing	Implementation Monitoring
	<p>Paleontologist. The training will be developed by the Project Paleontologist and can be delivered concurrent with other training including cultural, biological, safety, etc.</p>		
	<p>GEO-2: Prior to the commencement of ground disturbing activities, a professional paleontologist will be retained to prepare and implement a Paleontological Resource Monitoring and Mitigation Plan (PRMMP) for the proposed Project. The PRMMP will describe the monitoring required during ground disturbing activities. Monitoring will entail the visual inspection of excavated or graded areas and trench sidewalls. If the Project Paleontologist determines full-time monitoring is no longer warranted based on the geologic conditions at depth, they may recommend that monitoring be reduced or cease entirely.</p>	<p>Responsibility: The City of Coachella Development Service</p> <p>Timing: Prior to construction and grading activities</p>	<p>Implementation: Review documentation of ground disturbing methods, findings and treatment of paleontological resources. Review PRMMP findings and implementation.</p> <p>Initials: __ Date: __</p>
	<p>GEO-3: In the event that a paleontological resource is discovered, the monitor will have the authority to temporarily divert the construction equipment around the find until it is assessed for scientific significance and, if appropriate, collected. If the resource is determined to be of scientific significance, the Project paleontologist shall complete the following:</p> <ol style="list-style-type: none"> Salvage of Fossils. If fossils are discovered, all work in the immediate vicinity should be halted to allow the paleontological monitor, and/or Project paleontologist to evaluate the discovery and determine if the fossil may be considered significant. If the fossils are determined to be potentially significant, the Project paleontologist (or 	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: During construction and grading activities</p>	<p>Implementation: Review documentation of ground disturbing methods, findings and treatment of paleontological resources. Project Paleontologist shall have authority to temporarily direct or halt construction activity and may only proceed on approval by City's Development Services. Removal and delivery of fossil remain shall be made by Paleontologist Monitor to accredited museum or</p>

Mitigation Monitoring and Reporting Program

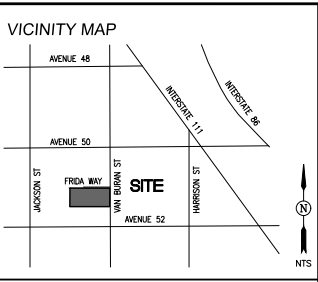
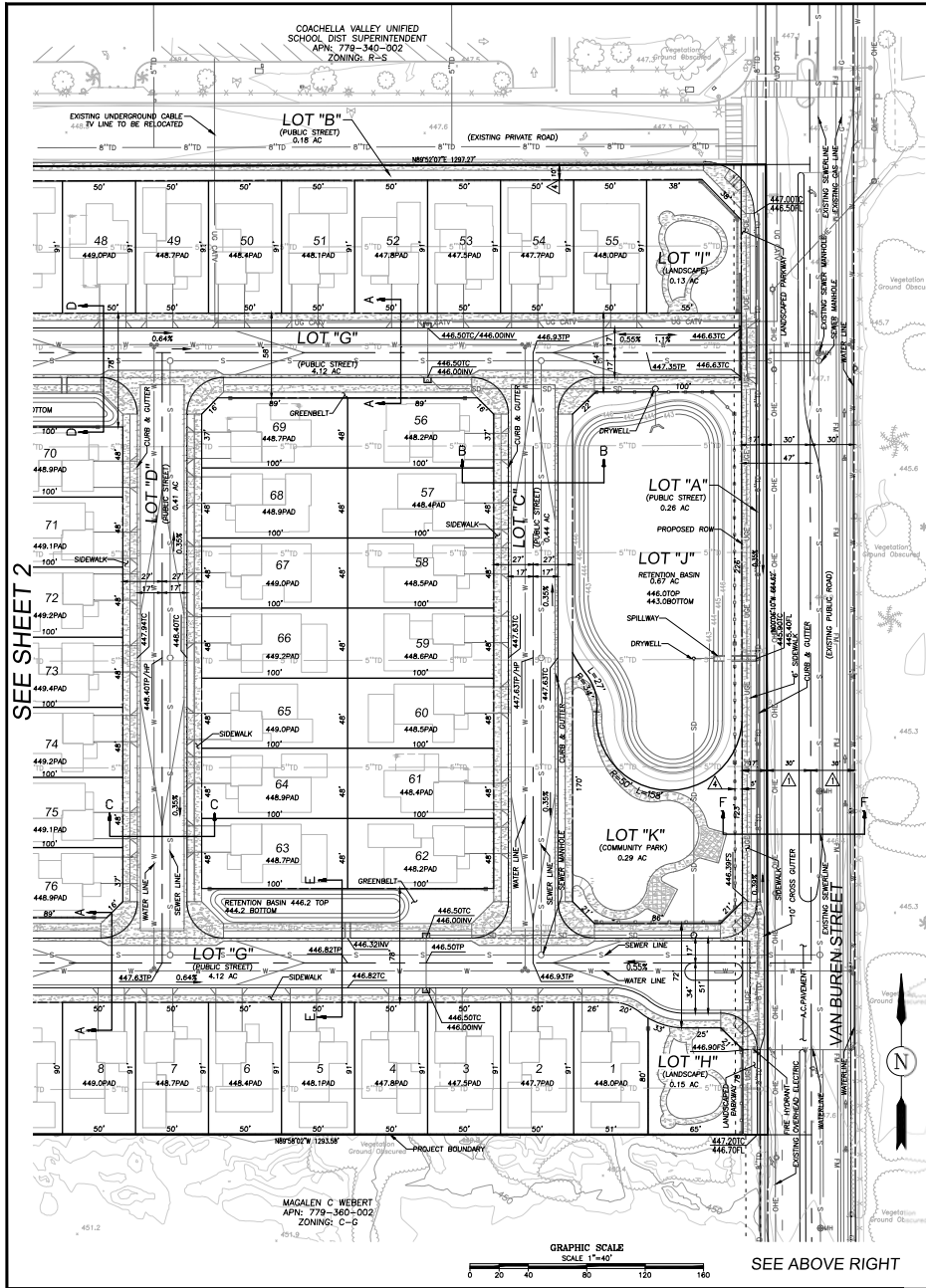
Environmental Impact	Mitigation Measure	Responsibility And Timing	Implementation Monitoring
	<p>paleontological monitor) should recover them following standard field procedures for collecting paleontological as outlined in the PRMMP prepared for the Project. Typically, fossils can be safely salvaged quickly by a single paleontologist and not disrupt construction activity. In some cases, larger fossils (such as complete skeletons or large mammal fossils) require more extensive excavation and longer salvage periods. In this case the paleontologist should have the authority to temporarily direct, divert or halt construction activity to ensure that the fossil(s) can be removed in a safe and timely manner.</p> <p>2. Fossil Preparation and Curation. The PRMMP will identify the museum that has agreed to accept fossils that may be discovered during Project-related excavations. Upon completion of fieldwork, all significant fossils collected will be prepared in a properly equipped laboratory to a point ready for curation. Preparation may include the removal of excess matrix from fossil materials and stabilizing or repairing specimens. During preparation and inventory, the fossils specimens will be identified to the lowest taxonomic level practical prior to curation at an accredited museum. The fossil specimens must be delivered to the accredited museum or repository no later than 90 days after all fieldwork is completed. The cost of curation will be assessed by the repository and will be the responsibility of the client.</p>		<p>repository no later than 90 days after all fieldwork is completed.</p> <p>Initials: __ Date: __</p>

Mitigation Monitoring and Reporting Program

Environmental Impact	Mitigation Measure	Responsibility And Timing	Implementation Monitoring
	<p>GEO-4: Upon completion of ground disturbing activity (and curation of fossils if necessary) the Project paleontologist shall prepare a final mitigation and monitoring report outlining the results of the mitigation and monitoring program. The report shall include discussion of the location, duration and methods of the monitoring, stratigraphic sections, any recovered fossils, and the scientific significance of those fossils, and where fossils were curated.</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: After grading and construction activities</p>	<p>Implementation: . Review and approve final mitigation monitoring and report prepared by Project paleontologist</p> <p>Initials: __ Date: __</p>
3.13 Noise			
<p>a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p>	<p>NOI-1: The Project shall achieve a minimum of 25 dBA noise reduction in the residential building shell design to meet the City’s 45 dBA CNEL interior residential requirement.</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: Prior to issuance of any grading or building permits</p>	<p>Implementation: Review and approve noise control plan, verifying that it is prepared by a qualified noise professional</p> <p>Initials: __ Date: __</p>
	<p>NOI-2: The Project shall consider the construction of a 6-foot tall wall to cover the northeast property line to mitigate the traffic noise impacting Lot 63 (See Exhibit 4, Site Plan).</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: Prior to issuance of any grading or building permits</p>	<p>Implementation: Confirm location and height of noise wall</p> <p>Initials: __ Date: __</p>
3.18 Tribal Cultural Resources			
<p>a) Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p>	<p>CUL-1: A qualified archaeologist monitor shall be present during any ground disturbing activities during the Project construction phase. In the case that archaeological materials are encountered during ground disturbing activities, work in the area shall cease and any deposits shall be treated according to federal, State, and local guidelines. No further grading</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: During construction and grading activities</p>	<p>Implementation: Review documentation of ground disturbing activities, findings and treatment of archeological resources discovered.</p>

Mitigation Monitoring and Reporting Program

Environmental Impact	Mitigation Measure	Responsibility And Timing	Implementation Monitoring
<p>i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or</p> <p>ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.</p>	<p>is permitted in the area of the discovery until the City approves the appropriate measure to protect the discovered resources.</p>		<p>Initials: __ Date: __</p>
	<p>CUL-2: In the event that human remains are uncovered during ground disturbing activities on the Project site, no further disturbance shall occur and all work shall cease until the County Coroner has made a determination of the origin and disposition of the remains. Ground disturbing activities and excavations shall not resume until the following has been addressed:</p> <p>The County Coroner has been contacted and determined that no investigation to the cause of death is required, and</p> <p>If the County Coroner determines that the remains are of Native American decent, the Coroner must notify Native American Heritage Commission (NAHC), which will then determine the Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in Public Resource Code Section 5097.98.</p>	<p>Responsibility: The City of Coachella Development Services</p> <p>Timing: During construction and grading activities</p>	<p>Implementation: Review documentation of survey methods, findings and treatment of human remains discovered. The County Coroner shall coordinate with the NAHC, as appropriate Initials: __ Date: __</p>



LEGEND

-----	EASEMENT
---	RIGHT OF WAY LINES
---	STREET CENTERLINE
---	EXISTING WATER LINE
---	EXISTING SEWER LINE
---	UG C&TV
---	EXISTING CABLE TV LINE
---	EXISTING DRAIN LINE
---	PROPOSED WATER LINE
---	PROPOSED SEWER LINE
---	P.C. CONCRETE PAVEMENT

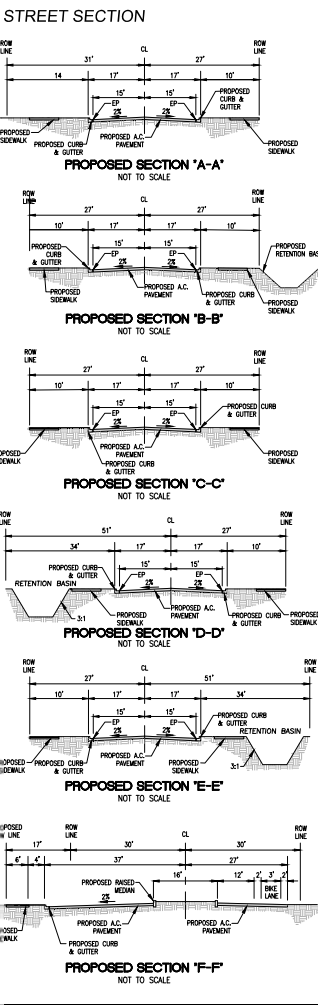
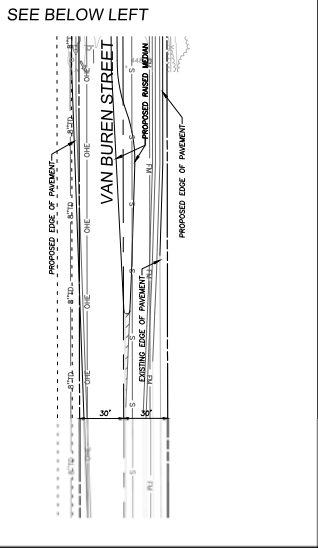
EASEMENT NOTES

△ THE EFFECT OF AN EASEMENT 30 FEET ON EACH SIDE OF SECTION LINES IN FAVOR OF THE PUBLIC FOR PUBLIC HIGHWAYS, AS EVIDENCED BY PETITION DATED JANUARY 5, 1901 AND RECORDED APRIL 17, 1909 AS INSTRUMENT NO. 1959-32692 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

△ RIGHTS OF WAY AND RESERVATIONS, AFFECTING LOT 7, HEREIN DESCRIBED, REFERRED TO IN DEEDS FROM THE COACHELLA VALLEY COUNTY WATER DISTRICT TO THE DISTRICT BOND COMPANY, DATED SEPTEMBER 27, 1940 AND RECORDED OCTOBER 30, 1941 IN BOOK 518, PAGE 586 OFFICIAL RECORDS. (NOT PLOTTABLE)

△ AN EASEMENT FOR WATER LINES AND MAINTENANCE OF SAID WATER LINES PURPOSES IN FAVOR OF DAVID H. MITCHELL AND CONSTANCE ANN COWAN, TRUSTEES OF THE DONALD H. AND CATHERINE H. MITCHELL FAMILY TRUST DATED JUNE 6, 1979 RECORDED SEPTEMBER 04, 1998, AS INSTRUMENT NO. 1998-37799 OFFICIAL RECORDS.

△ PROPOSED LANDSCAPE EASEMENT



IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TENTATIVE TRACT MAP NO. 38429

LOT 7 OF THE SUBDIVISION OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 7 EAST, IN THE RIVERSIDE COUNTY AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 63 OF MAPS

OWNER

VAN BUREN 20 LLC
3470 WILSHIRE BOULEVARD, SUITE 1020
LOS ANGELES, CA 90010
JOSEPH RIVANI, PRESIDENT
JRIVANI@GILLCO.COM
TEL: (213) 213-365-0005

DEVELOPER

GLOBAL INVESTMENT & DEVELOPMENT, LLC
3470 WILSHIRE BOULEVARD, SUITE 1020
LOS ANGELES, CA 90010
JOSEPH RIVANI, PRESIDENT
JRIVANI@GILLCO.COM
TEL: (213) 213-365-0005

ENGINEER/SURVEYOR

TUNG HSIEH, PE, PLS
THE ALTM GROUP
44600 VILLAGE COURT, SUITE 100
PALM DESERT, CA 92260
TEL: (760) 346-4750

- GENERAL NOTES**
- TOTAL AREA - 19.71 AC± ACRES, GROSS.
 - EXISTING SITE - VACANT.
 - SEWAGE DISPOSAL AND WATER SUPPLY TO BE PROVIDED BY CITY OF COACHELLA.
 - FEMA FLOOD ZONE - FLOOD ZONE X; AREA OF MINIMAL FLOOD HAZARD PER FIRM MAP NO. 0605623282H EFFECTIVE DATE MARCH 6, 2018.
 - TENTATIVE TRACT MAP NO. 38429 CONTAINS 119 RESIDENTIAL LOTS.

APN

779-360-001

ZONING

EXISTING: R-S, RESIDENTIAL SINGLE FAMILY
PROPOSED: PUD, PLANNED UNIT DEVELOPMENT

GENERAL PLAN

EXISTING: REGIONAL RETAIL DISTRICT
PROPOSED: SUBURBAN NEIGHBORHOOD

LAND USE

EXISTING: VACANT
PROPOSED: SINGLE FAMILY DWELLINGS

LEGAL DESCRIPTION

LOT 7 OF THE SUBDIVISION OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 7 EAST, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA, EXCEPT THEREFROM FOR THE EASTERLY 30.00 FEET FOR ROAD PURPOSES.

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATION "P600" AND "SLSM" NAD 83(NRS 2011) EPOCH 2010.00 AS PER NRS DATE SHEET.

BEING N 18°56'25" W

BENCH MARK

CITY OF COACHELLA 1006
3 1/2" BRONZE DISK STAMPED "CITY OF COACHELLA BENCHMARK PLS. 7782" SET IN THE TOP OF THE CURB AT THE SOUTHEAST CURB RETURN. IT IS 22' SOUTH OF THE CENTERLINE OF AVENUE 51, 75' EAST OF THE CENTERLINE OF VAN BUREN AND 2' EAST OF THE ECR OF THE SOUTHEAST CURB RETURN.

ELEVATION: 447.980' NAVD 88 + 500'
THE ELEVATION LISTED ABOVE IS ACTUAL ELEVATION PLUS 500'

DATE	REVISIONS

PREPARED BY:

AG Engineering • Planning
Survey • Environmental

The Altum Group
44-600 Village Court, Suite 100, Palm Desert, CA 92260
t. 760.346.4750 TheAltumGroup.com f. 760.340.0089

SHEET NO.
1
OF **2**

AERIAL TOPOGRAPHY

AEROTECH MAPPING, INC.

200 SPECTRUM CENTER DRIVE, SUITE 300
IRVINE CA 92618 (619) 608-9020 INFO@AEROTECH.MV.COM
AERIAL PHOTOGRAPHY DATED: 10-27-2021

Exhibit C - Resolution No. 2024-10
CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP NO. 38429, CONDITIONAL USE PERMIT NO. 376,
ARCHITECTURAL REVIEW NO. 22-11
ENCANTO PROJECT

General Conditions

1. Tentative Tract Map 38429, CUP 376 and AR 21-11 are approved for a 111-lot subdivision with a minimum lot size of 4,500 square feet; a CUP that utilizes the provisions of Section 17.38 of the Coachella Municipal Code (Planned Unit Development); and an Architectural Review that includes a total of 3 floorplans and 9 elevations. (3 elevations per floorplan).
2. 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.
3. The working drawings shall include within the first four pages a list of all conditions of approval included in this resolution.
4. The applicant shall be subject to further requirements that it participate in the Community Facilities District for residential lots within Tentative Tract Map 38429 that the City proposed to establish under the Mello-Roos Community Facilities Act of 1982, Section 13311 of the California Government Cod, as amended, for all undeveloped property within the boundaries of the City, including the subject property subject to this development approval (Architectural Review No. 22-11 and Tentative Tract Map No. 38429), to finance police and fire services for such property. The applicant shall do everything necessary for inclusion of the property subject to this development approval within such District upon its establishment. This development approval is subject to such requirement as a condition, unless such District is established prior to the effectiveness of this development approval in which case, it shall be a condition precedent. The Community Facilities District shall be established before issuance of the first certificate of occupancy.
5. The owner shall agree to the formation of a Landscape and Lighting Maintenance District(LLMD) for the maintenance of the lighting, perimeter wall, landscaping and irrigation. The owner shall prepare the improvement plans, Engineer's Report, Estimated Costs, and submit to the City Engineer as required for the formation of the LLMD. The funds to be deposited shall be a minimum of \$1,000. Costs over \$1,000 shall be billed by the City to the owner for payment prior to the recordation of the Final Map. The LLMD shall be formed before issuance of the first certificate of occupancy.

6. The final map, grading and landscape plans shall be modified to provide a perimeter landscaped setback at a minimum 26' and improvements consistent with the equestrian theme approved for the Sevilla II TTM No. 38557 project, which includes a compacted decomposed granite trail of 10 feet wide, equestrian fencing and minimum 6 foot concrete non-contiguous sidewalk.
7. Landscape median improvements on Van Buren Street shall be modified for consistency with the City's 2008 Landscape Median Design Guidelines upon final landscape plan submittal.
8. Prior to the recordation of the final map the applicant shall submit detailed landscaping irrigation plans and sign plans for review, including plans for the neighborhood park and retention basin for approval by the City Engineer and Development Services Director. The applicant shall improve the retention basin and neighborhood park of Tentative Tract Map 38429 in accordance with the conceptual landscape plans contained in the Design Guidelines, subject to review by the Development Services Director and City Engineer.
9. The proposed subdivision shall be improved with a decorative masonry perimeter wall consisting of tan slumpstone, splitface block, or precision with smooth stucco finish wall, and a decorative cap and/or equivalent approved by the City Engineer and Development Services Director. A minimum of one 12-inch square masonry pilaster at every 50 feet along Van Buren Avenue shall be used along any masonry wall facing a public street as shown on the conceptual landscape plans.
10. Post-tension, non-grouted walls shall not be used unless approved by the Building Official. The builder shall use Type 5 concrete specifications for all CMU footings and for the base course of CMU wall, including the use of sealants to protect against corrosive soils, subject to review and approval by the Building Official.
11. Interior fencing for single family lots shall utilize block wall with metal view obscured access gates. Any street visible block shall be decorative block including tan slumpstone, splitface block, or precision block with smooth stucco and or equivalent approved by the City Engineer and Development Services Director.
12. Decorative wrought iron shall be used for fencing to replace any proposed decorative tubular steel fence and shall be colored black. The fence design of the fencing shall be approved by the Development Services Director prior to fence permit issuance.
13. Identification signs for the subdivision shall include high quality and durable design with accent lighting. A detailed sign plan shall be submitted to the Development Services Director and the final design shall be approved by the Development Services Director.
14. All street names and addressing shall be consistent with City and USPS policies.
15. The application shall coordinate with City staff to determine feasibility of accommodating a class 1 bike along the northern boundary of the project that can connect to a potential future class 1 bike lane easterly from Van Buren Street to Fredrick Street, while maintaining existing residential lot counts consistent with Regional Retail District general plan policies to establish

pedestrian, bicycle, and multi-use paths every 400 to 500 feet. Accommodation of such a path may require modification of residential lots 33-42.

Coachella Valley Water District

16. The City of Coachella may require mitigation measures to be incorporated into the development to prevent flooding of the site or downstream properties. These measures shall require on-site retention of the incremental increase of runoff from the 100-year storm.
17. The applicant shall meet and confer with the Coachella Valley Water District and provide verification that there are not interferences with the proposed subdivision and any United States Bureau of Reclamation facilities, or CVWD/private facilities not shown on the development plans.
18. The project lies within the East Whitewater River Sub basin Area of Benefit. Groundwater production within the area of benefit is subject to a replenishment assessment in accordance with the State Water Code.
19. All water wells owned or operated by an entity producing more than 25 acre-feet of water during any year must be equipped with a water-measuring device. A CVWD Water Production Metering Agreement is required to ensure CVWD staff regularly read and maintain this water-measuring device.
20. Prior to recordation of the final map, the subdivider shall meet and confer with the Coachella Valley Water District to incorporate into the design, construction, and operation of the subdivision to reduce its negative impact on the Indio Subbasin, pursuant to the approved Coachella Valley Water Management Plan Alternative to the Groundwater Sustainability Plan.

ENGINEERING DEPARTMENT

PRIOR TO APPROVAL OF ENGINEERING PLANS or ISSUANCE OF ENGINEERING PERMITS:

Tentative Map

21. A focused Traffic Analysis (TA) shall be prepared for the project by an appropriately licensed professional engineer. Prior to the preparation of the TA, the engineer shall submit a scoping letter for the TA for the City Engineer's approval. The TA shall include but not limited to identification of trip generation, traffic distribution and impact on existing transportation facilities and at time of General Plan build-out, all relevant, ingress and egress movements, lines of sight, queuing analysis, and alignment studies (preliminary signing and striping plan). Applicant shall obtain approval of site access and circulation from the Fire Marshall.
22. A preliminary soils report shall be prepared for the project by an appropriately licensed professional engineer. At a minimum, the soils report shall provide specific analyses and recommendations for grading, pavement structural sections, and infiltration.
23. A comprehensive drainage report, prepared by California Registered Civil Engineer, shall be submitted for review and approval by the City Engineer prior to issuance of any permits. The

report shall contain pre- and post-development hydrology maps showing on-site and off-site tributary drainage areas and shall be prepared in accordance with the requirements of the Riverside County Flood Control District. Adequate provisions shall be made to accept and conduct the existing tributary drainage flows around or through the site in a manner which will not adversely affect adjacent or downstream properties. If the design of the project includes a retention basin, it shall be sized to contain the runoff resulting from a 10-year storm event and the runoff from a 100-year storm event shall be contained within basin with shallow ponding (3.5' max.). The basin shall be designed to evacuate a 10-year storm event within 72 hours. The size of the retention basin(s) shall be determined by the hydrology report and be approved by the City Engineer. Retention basin shall be provided with a minimum of 2.00 feet sandy soil if determined to contain silt or clay materials. Maximum allowable percolation rate for design shall be 10 gal./s.f./day unless otherwise approved by the City Engineer. A percolation test for this site is required to be submitted. A combination drywell vertical drain field shall be constructed at all points where runoff enters the retention basin. Drywell & vertical drain field design shall be based on soils borings made at the proposed drywell locations after the retention basins have been rough graded. Minimum depth shall be 45-feet. A log that includes sieve analysis for each strata of the borings shall be submitted to the City Engineer for confirmation of depth of the vertical drain fields. Underground retention under the proposed parking area will be considered as an alternative to surface retention subject to the approval of the City Engineer.

24. Identify and clearly show all necessary drainage easements to implement the project in accordance with drainage law.
25. Applicant shall submit for review and approval by the City Engineer all documents related to any existing and proposed on-site and off-site easements that may affect the development of the site. All easements shall be identified on the engineering plans.
26. Applicant shall obtain approval of site access and circulation from Fire Marshall.

Final Map

27. The Final Map shall comply with the Subdivision Map Act and City of Coachella Subdivision Ordinance.
28. All public streets shall be dedicated to City of Coachella.
29. Prior to submittal of the final map to the City Council for approval, the applicant shall post securities (Bonds) to guarantee the installation of required improvements and a Subdivision Improvement Agreement shall be submitted to Engineering Division for City Engineer and City Attorney approval.
30. Prior to approval of the Final Map, the applicant shall resolve CVWD issues related to existing tile drains or irrigation mains located within the tract boundary or along the streets adjacent to the tract. If necessary, tile drains and irrigation lines shall be relocated and easement documents prepared for the new location of any such lines. The easement shall be shown on the final map. Plans for the tile drain or irrigation relocation shall be submitted to CVWD for approval and a copy of the plans shall be submitted to the City for evaluation regarding possible conflict with City facilities. The applicant shall submit to the City approved copies of any such relocation plans.

31. All Primary streets, including Van Buren Street and Frida Way shall be completed prior to final occupancy for the first structure at the Tract.
32. Prepare and record necessary drainage easements, access easements and utility easements to implement the project in accordance with drainage law and site conditions to the satisfaction of the City Engineer prior to approval of the Final Maps.
33. Full Street Improvements plans, Street Improvements Bonds and Monument Bonds shall be approved prior to Approval of the Final Maps.
34. Internal roads shall be complete prior to final occupancy of any adjacent house.

GENERAL:

35. All proposed development shall conform to the approved engineering studies and environmental migration measures as identified in the approved traffic, drainage, soils, hydrology, etc. studies developed under the tentative and final map process.
36. A storm water quality management plan shall be prepared for the project by California Registered Civil Engineer in compliance with NPDES and State Water Quality Control Board regulations. The project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume.
37. Applicant shall comply with the valley wide NPDES permit requirements including but not limited to submittal of a WQMP for plan review accompanied by a \$3,000 plan check deposit for approval including executed maintenance agreement. All unused plan check fees will be refunded to the applicant upon approval of the Final WQMP.
38. 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.
39. 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.
40. The applicant shall provide necessary utility easements for IID and underground overhead distribution lines within the project boundaries. Applicant shall submit to the City a letter from IID that satisfies this requirement.
41. 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,

ROUGH GRADING:

42. Prepare and submit rough grading and erosion control plans for the project.
43. The project's soils engineer shall certify to the adequacy of the grading plan.
44. All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. The Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be shown on the grading plans. The project's Storm Water Pollution Prevention Plan shall be submitted for the City's review and approval.

PRECISE GRADING:

45. A precise grading/improvement plan, prepared by a California Registered Civil Engineer, showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements, and all other pertinent information shall be submitted for review and approval by the City Engineer.
46. Rough grading shall be certified by the project soils engineer prior to issuance of a permit for precise grading or building construction.
47. Provide and record a reciprocal use and maintenance agreement to assure common ingress and egress and joint maintenance of all common access, parking areas and drives.
48. If applicant is planning to build a wall, separate permits shall be required for wall construction. The maximum height of any wall shall be limited to six (6) feet as measured from an average of the ground elevations on either side.

STREET IMPROVEMENTS:

49. Street improvement plans prepared by a California Registered Civil Engineer shall be submitted for review and approval by the City Engineer. All street improvements including street lights shall be designed and constructed in conformance with City Municipal Code, General Plan, and Standards and Specifications. Street flow line grade shall have a minimum slope of 0.35 %.
50. 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.
51. Applicant shall construct and dedicate the following streets and street improvements to conform to the General Plan and/or requirements of Traffic Study.
 - 1) Van Buren Street- Public Roadway as shown on the RAC and per these comments shall include the following:

- a. Dedication of land along southbound lane within project limits is required. This street is classified as Primary Arterial with Bicycle Lanes with 94 feet of right-of-way as per City of Coachella General Plan.
 - b. Street measured at Center line to westerly curb shall have a width of 37-foot
 - c. Applicant shall construct street along Encanto project's Van Buren Street frontage to the satisfaction of the City Engineer prior to the issuance of the first COO.
 - d. Applicant shall construct half width street improvements on Van Buren Street such as, but not limited to: curb median, landscape and remove and replace westerly half Street pavement starting from Frida Way to the southernmost project limits.
 - e. Applicant shall install all sidewalk, curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, streetlights, landscape and all other appurtenances as required to the satisfaction of the City Engineer.
 - f. Applicant shall construct all appurtenant roadway components within project limits such as, but not limited to: sidewalk, ADA ramps, Traffic control striping, legends, Traffic control signs, Street Lights and street name signs to the satisfaction of the City Engineer.
 - g. Applicant shall construct transition street lane from property limits going South as required to the satisfaction of the City Engineer
 - h. Applicant shall underground all existing dry utilities if existing at southbound lane within project limits such as, but not limited to: power poles, telecommunication poles and all other existing dry utilities
- 1) Frida Way- Roadway as shown on the RAC and per these comments shall include the following:
- a. Frida Way is a non-dedicated roadway located on the private property of the Coral Mountain Academy. Owner shall identify and confirm all easements and access rights to the roadway.
 - b. Additional 10-foot wide Easement along southerly curb within project limits is required.
 - c. Street measured at Center line to southerly curb shall have a width of 20-foot
 - d. Applicant shall install within the Easement; sidewalk, curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, streetlights, landscape and all other appurtenances as required to the satisfaction of the City Engineer.
 - e. Applicant shall construct within the Easement; all appurtenant roadway components within project limits such as, but not limited to: sidewalk, ADA ramps, Landscape,

Traffic control striping, legends, Traffic control signs, Street Lights and street name signs to the satisfaction of the City Engineer.

- f. Applicant shall underground all proposed dry utilities at southbound lane within project limits such as, but not limited to: power poles, telecommunication poles and all other existing dry
- 2) Residential Streets- Public Roadway as shown on the RAC and per these comments shall include the following:
- a. Dedication of land along within project limits is required. These streets are classified as Urban Residential Streets with 54 feet of right-of-way as per City of Coachella General Plan.
 - b. Street measured from curb to curb shall have a width of 34-foot
 - c. Applicant shall install all sidewalk, curb and gutter transitions to uniformly connect to existing adjacent improvements and coordinate installation and/or relocation of fire hydrants, water meters, storm drain, wells, streetlights, landscape and all other appurtenances as required to the satisfaction of the City Engineer.
 - d. Applicant shall construct all appurtenant roadway components within project limits such as, but not limited to: sidewalk, ADA ramps, Traffic control striping, legends, Traffic control signs, Street Lights and street name signs to the satisfaction of the City Engineer.
 - e. Applicant shall underground all existing dry utilities if existing at southbound lane within project limits such as, but not limited to: power poles, telecommunication poles and all other existing dry
 - f. Applicant shall underground all existing dry utilities at southbound lane within project limits such as, but not limited to: power poles, telecommunication poles and all other existing dry utilities to the satisfaction of the City Engineer.

SEWER AND WATER IMPROVEMENTS:

52. Sewer and Water Improvement Plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check and City Engineer approval.
53. Applicant shall construct all off-site and on-site water improvements and any other incidental works necessary to complete the improvements. Size and location of sewer and water improvements shall be approved by the City Engineer.

PRIOR TO ISSUANCE OF BUILDING PERMITS:

54. A final soils report, compaction report and rough grading certificate shall be submitted and approved prior to issuance of any building permits.
55. Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations with respect to various facilities including, but not limited to, right-of-way and

private landscaping, Van Buren Street median, private streets, sidewalks, utilities, street lights, and Water Quality Management Plan (WQMP) features. This document must be submitted to and approved by the City before it is submitted to any other governmental entity. The project is proposed a private community with private streets and the City shall be listed as a third-party beneficiary to the CC&Rs.

56. Prior to issuance of building permits, all required public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be completed or secured with appropriate sureties to the satisfaction of the City Engineer. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCad format. All off-site and on-site improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.
57. The applicant's Civil Engineer shall field verify and certify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP.

PRIOR TO RELEASE OF OCCUPANCY PERMITS/ACCEPTANCE OF PUBLIC IMPROVEMENTS:

58. Prior to issuance of certificate of occupancy, all public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be completed or secured with appropriate sureties to the satisfaction of the City Engineer. An engineering final inspection is required. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCad format. All off-site and on-site improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.

Utilities Department – Water and Wastewater:

59. The applicant shall submit water and sewer plans for approval. The proposed project shall be required to connect to the City's public water and sewer system.
60. The Project shall install 4G AMI master meters.
61. A separate AMI 4-G metering system for each building shall be installed.
62. A separate AMI 4-G water service meter for the irrigation system shall be installed.
63. Water & Sewer impact fees to be paid prior to final approval of plans.
64. Additional requirements subject to water and sewer plan checking process.
65. All new water service connections must be shown on water improvement plans.
66. The project must implement the State's drought mandate which prohibits irrigation with potable water

outside newly constructed homes and buildings that is not delivered by drip or microspray systems.

67. The project will require a Water Quality Management Plan (WQMP).
68. All water service lines shall be copper.
69. Water and sewer service to the projects is subject to the findings of the water and sewer hydraulic model, additional infrastructure may be required to supply the project, including supply wells.

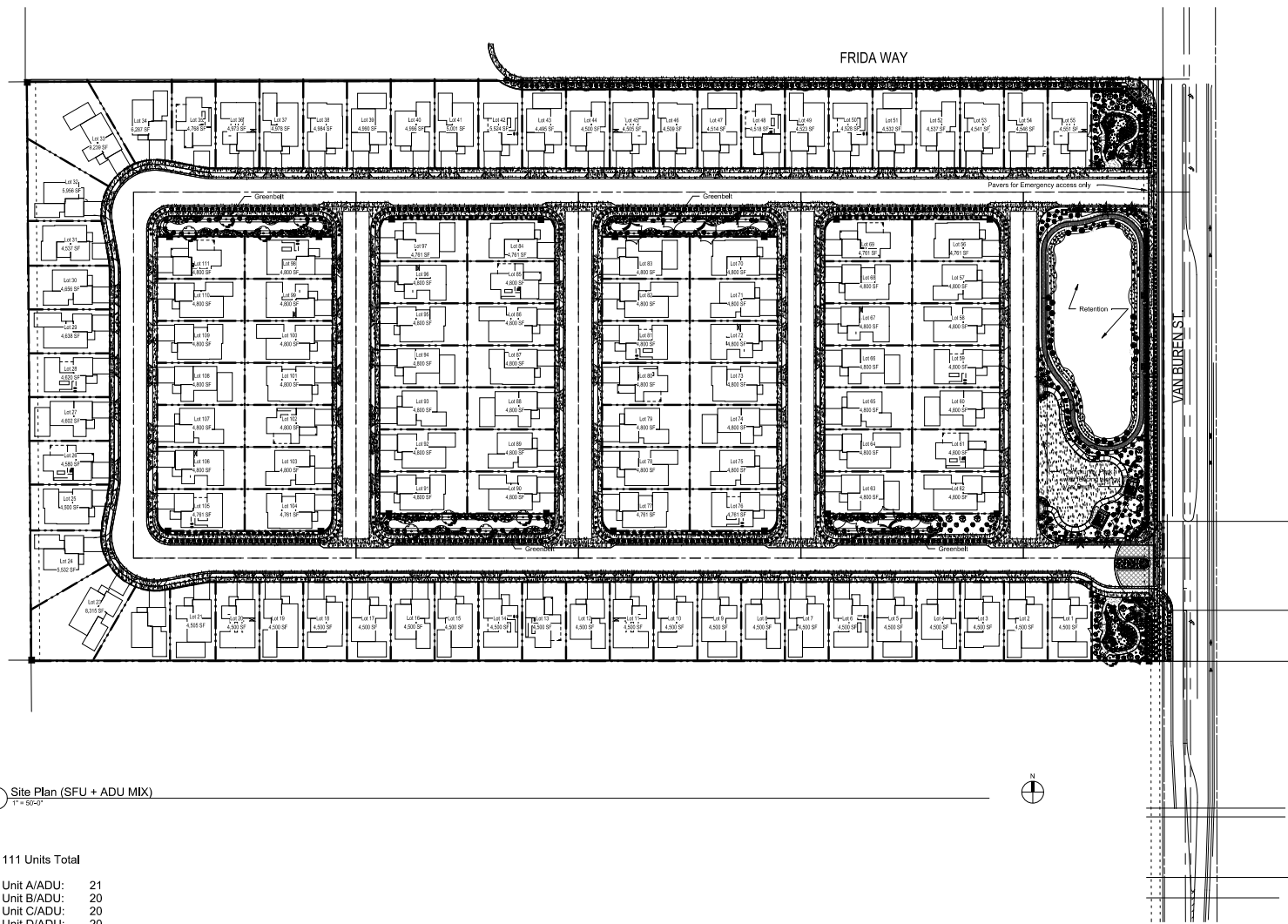
Conditions of approval specific to Architectural Review No. 22-11 and CUP No. 376

70. This architectural review is granted to approve common area landscaping and fencing improvements for the “Encanto” community and to approve new exterior architectural theming, materials, and color schemes for new production homes within Tentative Tract Map No. 38429 (“Encanto”), consistent with the Planned Unit Development guidelines with varying roof tile and color schemes, as shown on submitted plans. The applicant shall submit construction drawings through the Building Division for plan check and approval prior to obtaining building permits. The applicant shall pay any fees necessary to secure permits and any special investigation inspections and reports, subject to review and approval by the Building Official, including a soils report and related structural recommendations. The owner shall secure Fire Department approval for the proposed production homes prior to the issuance of any building permits.
71. Accessory Dwelling Units (ADUs) shall be constructed on the 81 lots within the development in order to achieve the residential density requirements for the Regional Retail District land use designation unless it is determined by the Development Services Director that the density is achieved with less ADUs.
72. Prior to the issuance of a building permit for new single-family residences, the applicant shall submit a landscape and irrigation plan showing typical front yard landscaping and irrigation for the typical front yards and corner lots, for review and approval by the Development Services Director. Typical front yard landscaping shall include shade trees in the parkway between curb and sidewalk to achieve General Plan objectives. All landscaping shall be planted and maintained with a permanent underground irrigation system to be operational prior to the issuance of the Certificate of Occupancy. Landscaping in the front yard shall comply with the City’s front yard landscaping regulations, unless otherwise approved by the Development Services Director. All landscape materials shall be identified on a legend and identified graphically on a landscape plan including planting counts, tree caliper, and planted tree heights. Native plants shall be included in the landscape legends that support butterflies, birds, reptiles, amphibians, small mammals, bees and other pollinators that evolved with these plants.
73. Perimeter landscaped areas shall be improved with irrigation and landscaping pursuant to approved landscape and irrigations plans prior to the issuance of the first certificate of occupancy for the proposed residential units.
74. Trees adjacent to sidewalks for common areas and typical residential lots shall include a design for root barriers to prevent damage to sidewalks.
75. The retention basin landscape plan shall include a meandering cluster of large rock from north

to south.

76. Project entry parkways shall include shade trees in addition to the proposed date palms.
77. Date palms shall be planted in the Van Buren Street public realm area and include shade trees planted in parkways to reduce heat island effect and increase tree canopy.
78. Landscape lighting shall be incorporated along perimeter landscape areas, driveway medians, Van Buren Street landscape medians and within the subdivision common areas and details and locations shall be included on the final landscape plan. Landscape lighting shall be operational within a month after installation of landscape improvements.
79. Applicant shall work with Development Services Department on potential reduction of the multi-use trail width along Van Buren Street to accommodate additional shade trees to improve the pedestrian environment and reduce heat island effect prior to final landscape plan approval.
80. The applicant shall submit, and must obtain approval from the Development Services Director, a letter from a registered landscape architect confirming that landscaping and irrigation have been installed in accordance with the approved plans prior to issuance of a certificate of occupancy. Any damaged, dead or decayed landscaping landscape areas shall be replaced per approved landscape plans upon landscape inspection by the Development Services Department and prior to issuance of a certificate of occupancy.
81. Decorative pavers shall be provided at the surface of both project entryways with a terracotta color or equivalent and identified on both Civil and Landscape Plans. Pavers types shall be approved by the Development Services Director and City Engineer.
82. The Planning Division may request minor substitutions of plant materials or request additional sizing or quantity of materials during plan check.
83. Landscaping and irrigation shall be provided in accordance with Section 17.54.010(J) of the Municipal Code and in accordance with the State Model Water Efficient Landscape Ordinance (AB 1881). Water budget calculations, including the Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use (ETWU) shall be provided as part of the landscaping and irrigation plan.
84. The internal open space landscape plan shall incorporate native and edible landscaping for both groundcover, shrubs, and trees.
85. The applicant shall work with the Development Services Department to provide utility stub outs to enable the development of community garden plots.
86. All front yard areas between the front building line of the home and the street line shall be limited to a maximum of 60 percent of paving of the total front yard area. Those areas that are not paved shall be landscaped in accordance with Section 17.16.030-C(4) of the Zoning Code.
87. The proposed residences shall incorporate decorative enhancements such as window trims and window shutter details on side and rear elevations as used on the front building elevations, for those home sites that have second-floor windows oriented towards a corner street line.

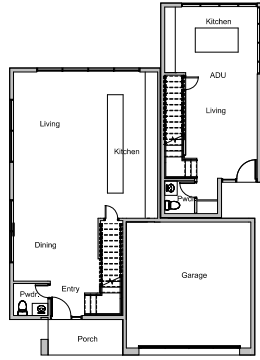
88. Window Trim or Recess. Trim at least two inches in depth shall be provided around all windows, or windows shall be recessed at least two inches from the plane of the surrounding exterior wall.
89. Prior to the issuance of a building final inspection, the applicant shall display street numbers in a prominent location on the front of the residences. All addressing must be legible, of a contrasting color with the background and adequately illuminated to be visible from the street at all hours.
90. Applicant shall limit light-related impacts of potential light spillover through shielding and screening of proposed lighting on buildings, streets and common areas.
91. Incorporate energy efficient building and site design strategies for the desert environment that include appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading (General Plan Policy 2.2).
92. Incorporate heat island reduction strategies in new development such as light colored cool roofs, light-colored paving, permeable paving, substantial tree coverage, and shaded asphalt paving (General Plan Policy 4.5).
93. Proposed residences shall include covered patios that do not extend into the proposed 10 minimum rear yard setbacks.
94. The applicant shall secure the presence of an approved Agua Caliente Native American Cultural Resource Monitor(s) during any ground disturbing activities (including archaeological testing and surveys). Should buried cultural deposits be encountered, the Monitor may request that destructive construction halt and the Monitor shall notify a Qualified Archaeologist (Secretary of the Interior's Standards and Guidelines) to investigate and, if necessary, prepare a mitigation plans for submission to the State Historic Preservation Officer and the Agua Caliente Tribal Historic Preservation Office. (This shall be included as a note on the rough grading plans)
95. In the event that contaminants or hazards are encountered the applicant shall contact the Department of Toxic Substances Control or the Riverside County Department of Environmental Health.
96. The tentative tract map, architectural plans, landscape plans, planned unit development document shall be revised as modified by the project conditions of approval.
97. **No owner shall be permitted to rent or lease such Owner's Lot for transient or hotel purposes, or for a period of less than thirty (30) days unless permitted by the City two years after the final occupancy permit is issued for Tract 32429, CUP No. 376 and AR No. 22-11.**



Lot Number	Area
Lot 1	4,500 SF
Lot 2	4,500 SF
Lot 3	4,500 SF
Lot 4	4,500 SF
Lot 5	4,500 SF
Lot 6	4,500 SF
Lot 7	4,500 SF
Lot 8	4,500 SF
Lot 9	4,500 SF
Lot 10	4,500 SF
Lot 11	4,500 SF
Lot 12	4,500 SF
Lot 13	4,500 SF
Lot 14	4,500 SF
Lot 15	4,500 SF
Lot 16	4,500 SF
Lot 17	4,500 SF
Lot 18	4,500 SF
Lot 19	4,500 SF
Lot 20	4,500 SF
Lot 21	4,500 SF
Lot 22	5,257 SF
Lot 23	8,315 SF
Lot 24	5,532 SF
Lot 25	4,500 SF
Lot 26	4,500 SF
Lot 27	4,602 SF
Lot 28	4,626 SF
Lot 29	4,635 SF
Lot 30	4,656 SF
Lot 31	4,531 SF
Lot 32	5,928 SF
Lot 33	9,239 SF
Lot 34	6,287 SF
Lot 35	4,768 SF
Lot 36	4,973 SF
Lot 37	4,978 SF
Lot 38	4,984 SF
Lot 39	4,990 SF
Lot 40	4,996 SF
Lot 41	5,001 SF
Lot 42	5,007 SF
Lot 43	4,995 SF
Lot 44	4,990 SF
Lot 45	4,985 SF
Lot 46	4,980 SF
Lot 47	4,974 SF
Lot 48	4,968 SF
Lot 49	4,962 SF
Lot 50	4,956 SF
Lot 51	4,950 SF
Lot 52	4,944 SF
Lot 53	4,938 SF
Lot 54	4,932 SF
Lot 55	4,926 SF
Lot 56	4,920 SF
Lot 57	4,914 SF
Lot 58	4,908 SF
Lot 59	4,902 SF
Lot 60	4,896 SF
Lot 61	4,890 SF
Lot 62	4,884 SF
Lot 63	4,878 SF
Lot 64	4,872 SF
Lot 65	4,866 SF
Lot 66	4,860 SF
Lot 67	4,854 SF
Lot 68	4,848 SF
Lot 69	4,842 SF
Lot 70	4,836 SF
Lot 71	4,830 SF
Lot 72	4,824 SF
Lot 73	4,818 SF
Lot 74	4,812 SF
Lot 75	4,806 SF
Lot 76	4,800 SF
Lot 77	4,794 SF
Lot 78	4,788 SF
Lot 79	4,782 SF
Lot 80	4,776 SF
Lot 81	4,770 SF
Lot 82	4,764 SF
Lot 83	4,758 SF
Lot 84	4,752 SF
Lot 85	4,746 SF
Lot 86	4,740 SF
Lot 87	4,734 SF
Lot 88	4,728 SF
Lot 89	4,722 SF
Lot 90	4,716 SF
Lot 91	4,710 SF
Lot 92	4,704 SF
Lot 93	4,698 SF
Lot 94	4,692 SF
Lot 95	4,686 SF
Lot 96	4,680 SF
Lot 97	4,674 SF
Lot 98	4,668 SF
Lot 99	4,662 SF
Lot 100	4,656 SF
Lot 101	4,650 SF
Lot 102	4,644 SF
Lot 103	4,638 SF
Lot 104	4,632 SF
Lot 105	4,626 SF
Lot 106	4,620 SF
Lot 107	4,614 SF
Lot 108	4,608 SF
Lot 109	4,602 SF
Lot 110	4,596 SF
Lot 111	4,590 SF
Grand Total	534,729 SF

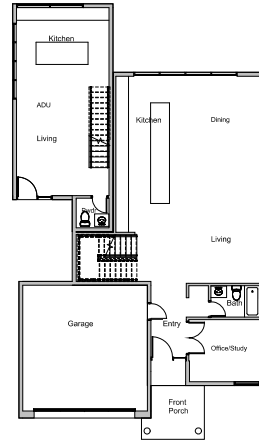
1 Site Plan (SFU + ADU MIX)
1" = 50'-0"

- 111 Units Total
- Unit A/ADU: 21
 - Unit B/ADU: 20
 - Unit C/ADU: 20
 - Unit D/ADU: 20
 - Unit E: 10
 - Unit F: 10
 - Unit G: 10



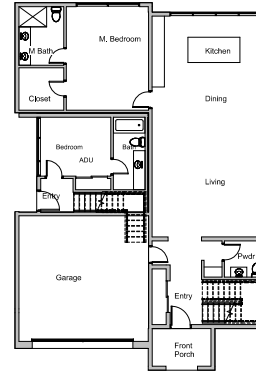
7 Plan A - Level 1
1/8" = 1'-0"

Plan A: 2,036 SF
3 Bedroom
2 1/2 Baths
ADU: 1,052 SF
1 Bedroom
1 1/2 Baths



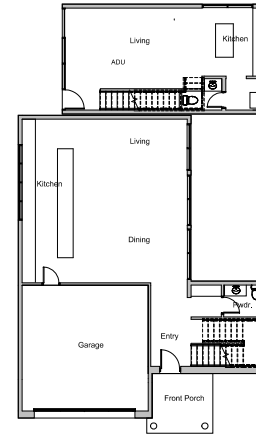
5 Plan B - Level 1
1/8" = 1'-0"

Plan B: 2,470 SF
4 Bedroom
3 Baths
ADU: 1,060 SF
1 Bedroom
1 1/2 Baths



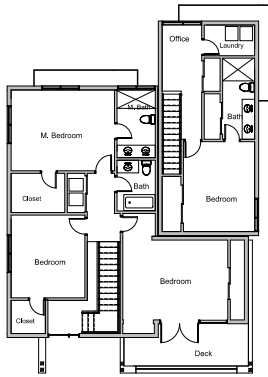
3 Plan C - Level 1
1/8" = 1'-0"

Plan C: 2,270 SF
3 Bedroom
2 1/2 Baths
(Downstairs Master)
ADU: 964 SF
2 Bedroom
2 Baths



1 Plan D - Level 1
1/8" = 1'-0"

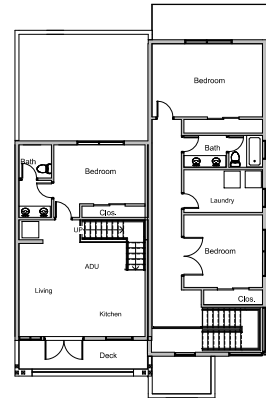
Plan D: 2,370 SF
3 Bedroom
2 1/2 Baths
ADU: 1,152 SF
2 Bedroom
1 1/2 Bath



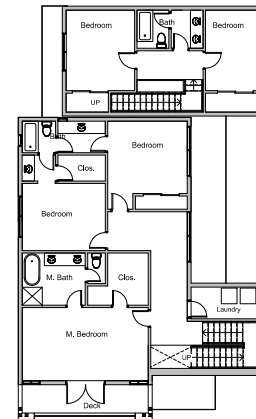
8 Plan A - Level 2
1/8" = 1'-0"



6 Plan B - Level 2
1/8" = 1'-0"



4 Plan C - Level 2
1/8" = 1'-0"



2 Plan D - Level 2
1/8" = 1'-0"

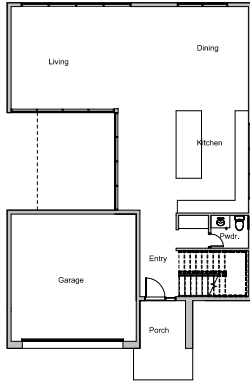
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Encanto Residential Development
 Van Buren Street

Revision Schedule
 No. Revision Issue Date

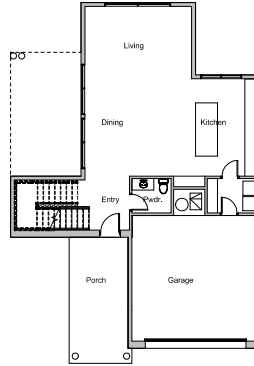
Drawing Set Issue Schedule
 Description Issue Date
 Complete 15 August 2023

Floor Plans - Single Family with ADU



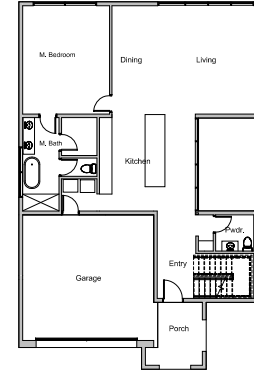
5 Plan E - Level 1
1/8" = 1'-0"

Plan E: 2,791 SF
4 Bedroom
3 1/2 Baths



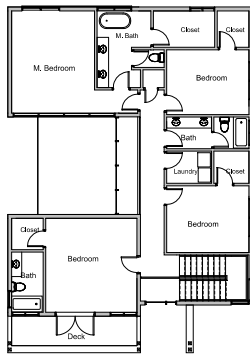
3 Plan F - Level 1
1/8" = 1'-0"

Plan F: 2,317 SF
4 Bedroom
3 1/2 Baths

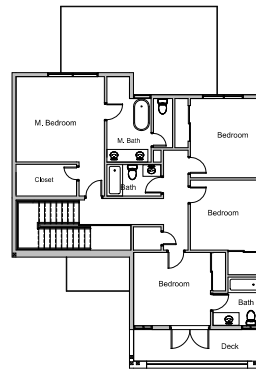


1 Plan G - Level 1
1/8" = 1'-0"

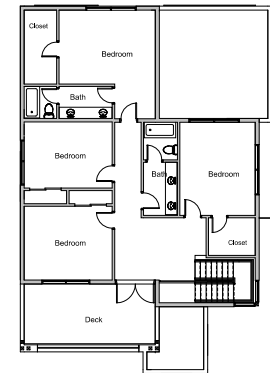
Plan G: 2,814 SF
5 Bedroom
3 1/2 Baths



6 Plan E - Level 2
1/8" = 1'-0"



4 Plan F - Level 2
1/8" = 1'-0"



2 Plan G - Level 2
1/8" = 1'-0"

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Encanto Residential Development
 Van Buren Street

Revision Schedule
 No. Revision Issue Date

Drawing Set Issue Schedule
 Description Issue Date
 Complete 15 August 2023

Floor Plans - Single Family Homes



1 Aerial View
1/2" = 1'-0"

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Encanto Residential Development
Van Buren Street

Aerial View

Revision Schedule
No. Revision Issue Date

Drawing Set Issue Schedule
Description Issue Date
Consult 15 August 2023



1 North Entry



2 South Entry
1/2" = 1'-0"

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Encanto Residential Development
Van Buren Street

Revision	Number	Date
No. Revision		Issue Date

Drawn By: [Name]
Checked By: [Name]
Date: 15 August 2023

North & South Entry



2 Green Space



1 Walking Garden

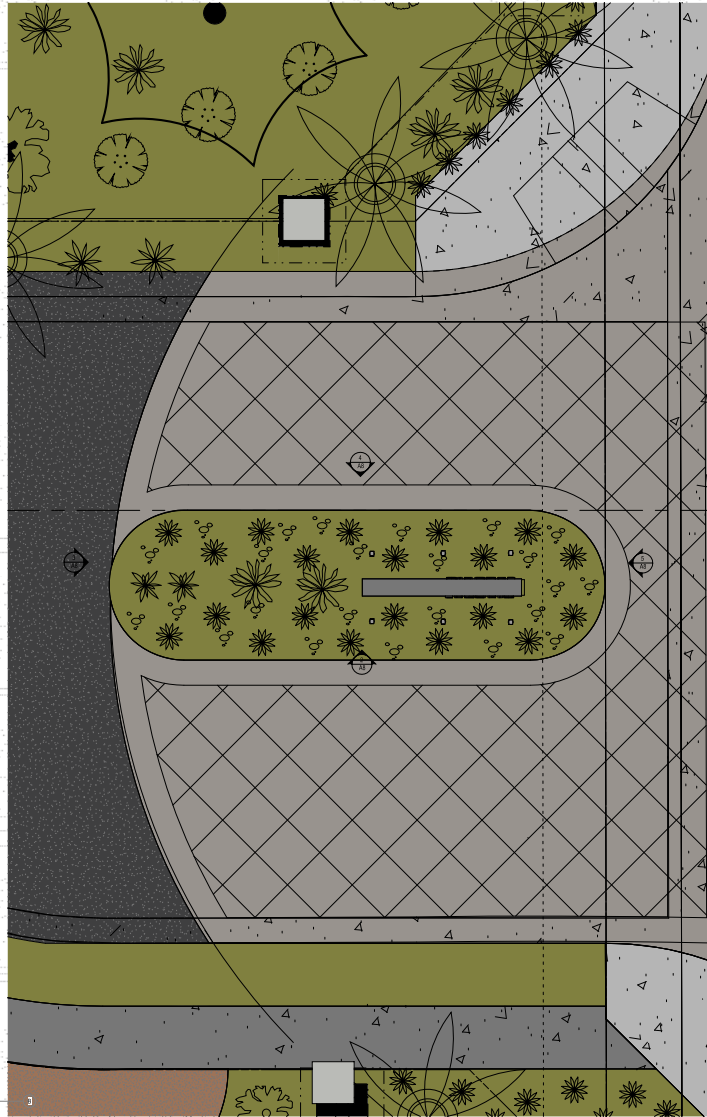
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Encanto Residential Development
Van Buren Street

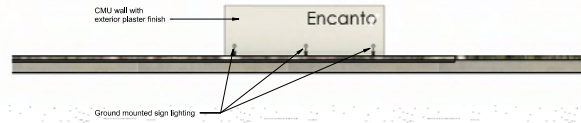
Outdoor Amenities

Revision Schedule
No. Revision Issue Date

Drawing Set Issue Schedule
Description Issue Date
Concepts 15 August 2023



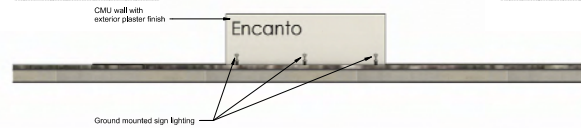
1 Signage Plan
1/4" = 1'-0"



2 Signage - Front
1/4" = 1'-0"



3 Signage - Left
1/4" = 1'-0"

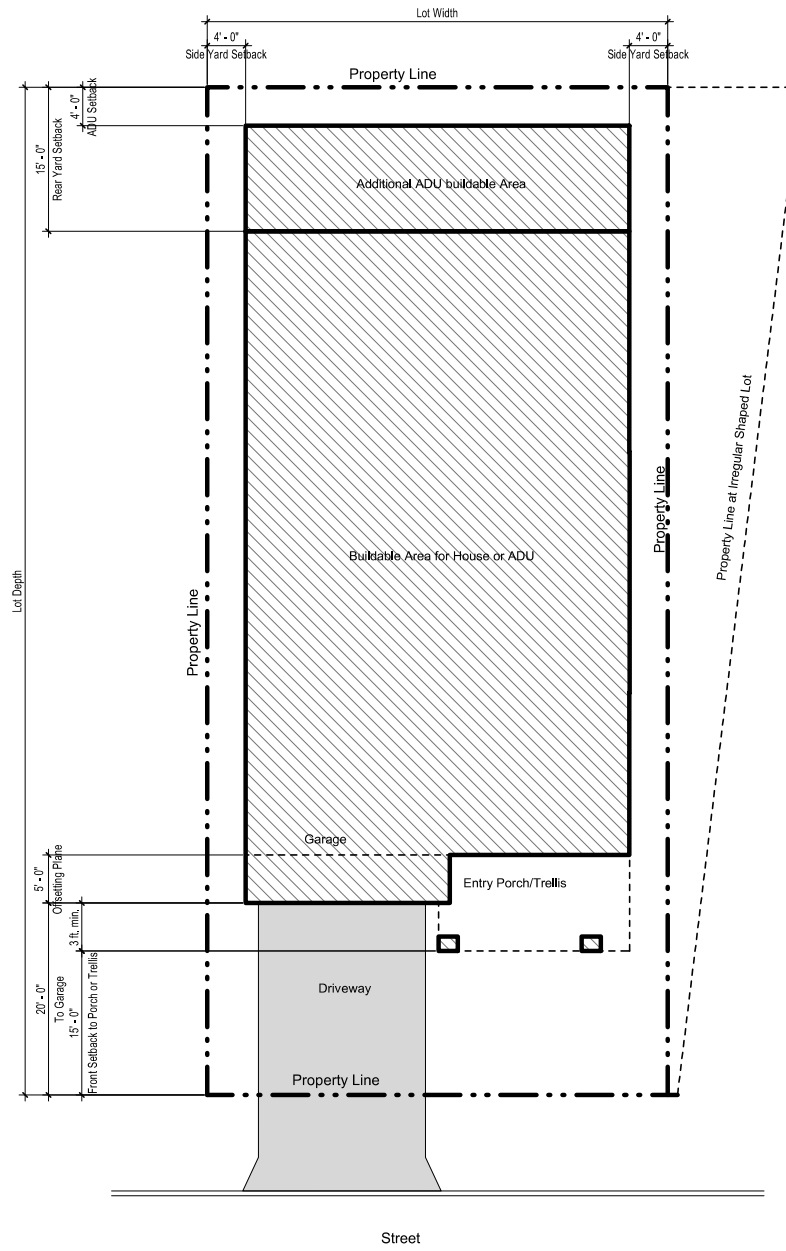


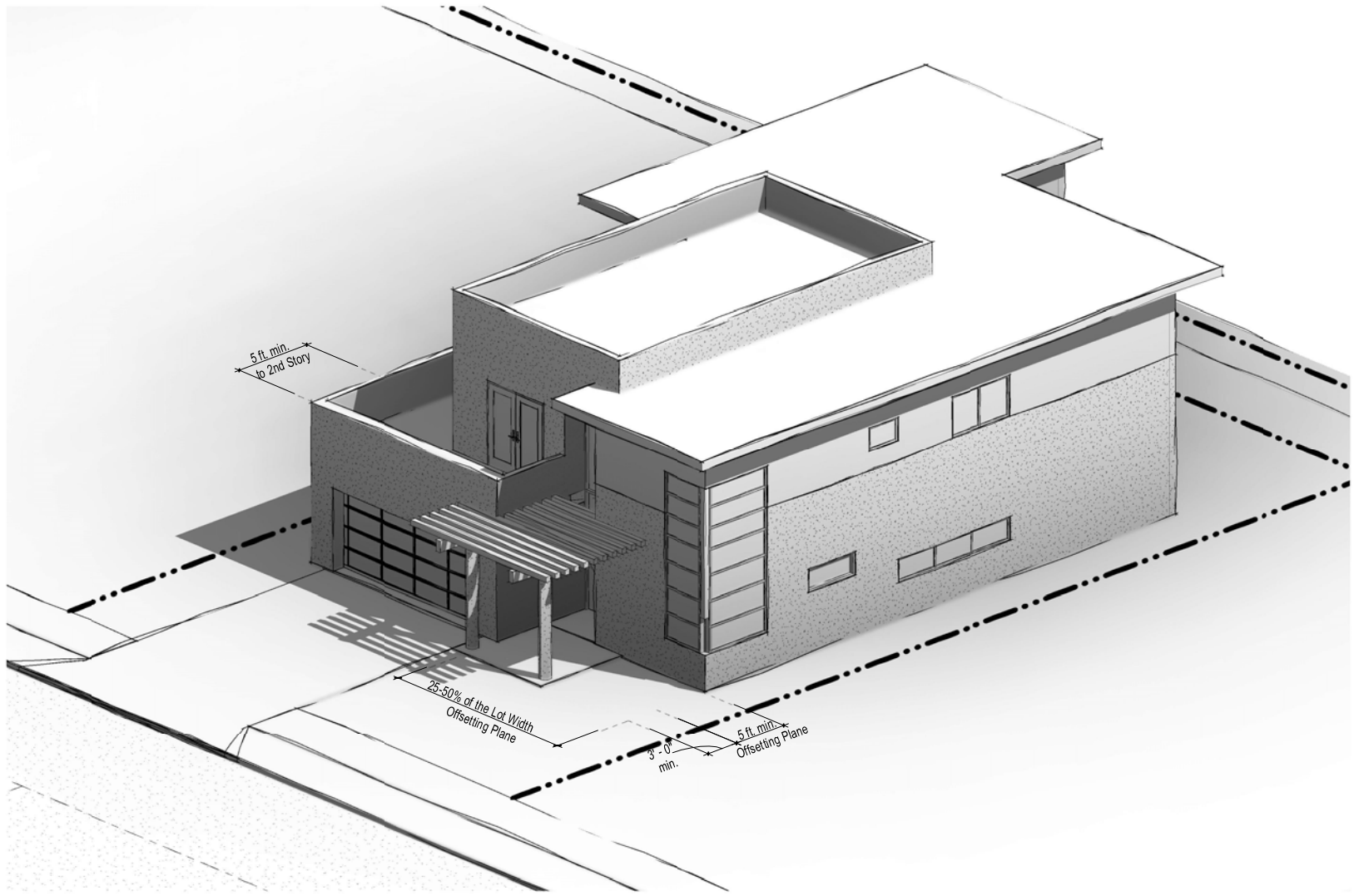
4 Signage - Rear
1/4" = 1'-0"

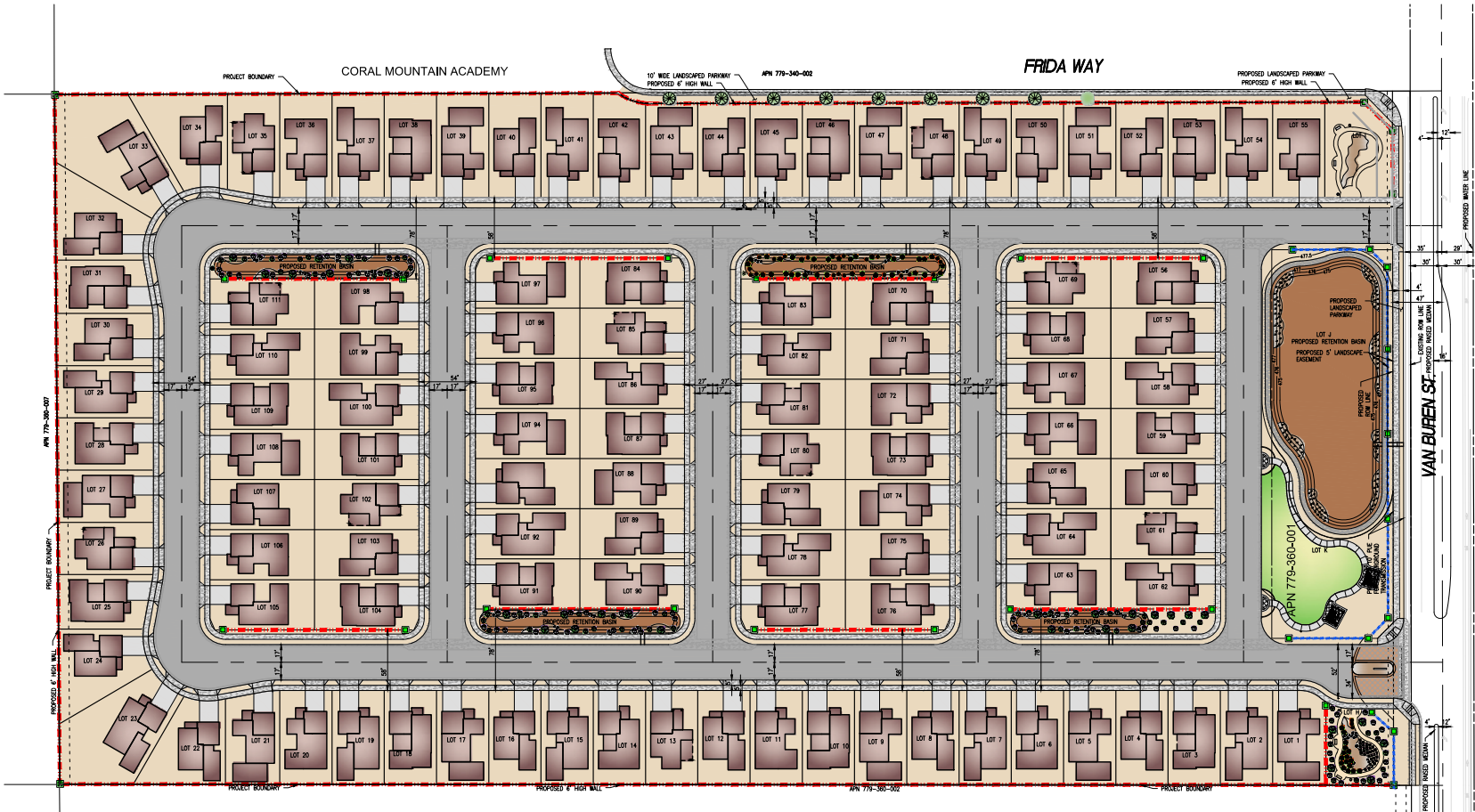


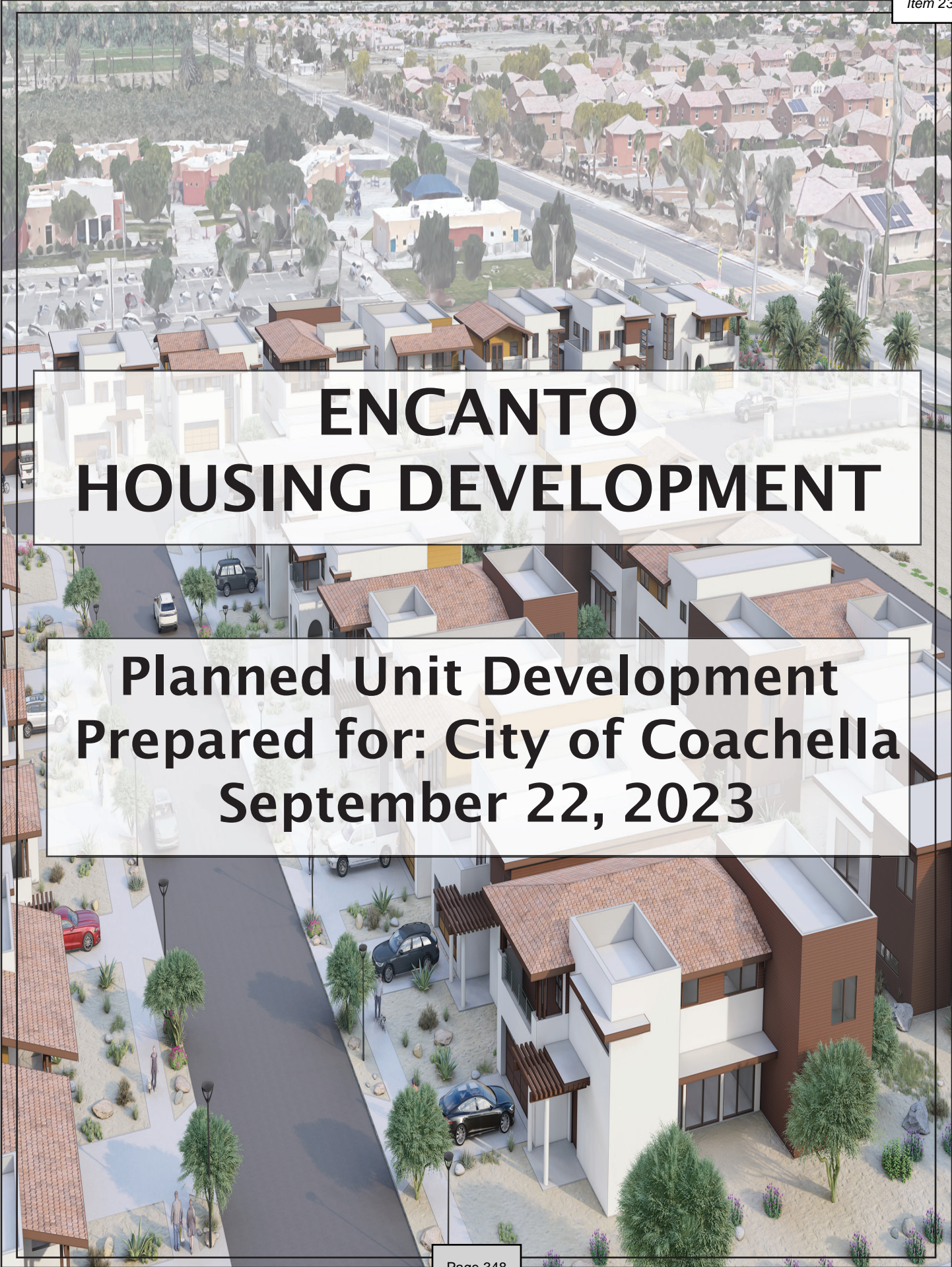
5 Signage - Right
1/4" = 1'-0"

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ENCANTO HOUSING DEVELOPMENT

**Planned Unit Development
Prepared for: City of Coachella
September 22, 2023**

Prepared for:

Global Investment & Development, LLC
3470 Wilshire Boulevard, Suite 1020
Los Angeles, CA 90010

Prepared by:



Rich Malacoff, AICP

760.346.4750

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1. INTRODUCTION

1.1 Purpose and Intent

The purpose of this Planned Unit Development (PUD) document is to set the use regulations, development standards, and design guidelines for the Encanto Housing Development Project, applicable to the respective underlying Residential Suburban (R-S) Zoning District. The PUD will provide the necessary development criteria to guide the developer and homebuilders in the design and construction of the residential structures, open space, and associated amenities and the City of Coachella with the review criteria for the approval of entitlements and permits.

The Encanto Housing Development is a private, residential community encompassing 111 residential lots, pedestrian walkways, and 2 open spaces on approximately 19.2 acres. The PUD serves to implement the City of Coachella's General Plan and Zoning by specifying specific land uses, intensity of use, and development standards which are consistent with General Plan goals, objectives, and policies and protocols of the City of Coachella.

The proposed development plan has been derived from studies prepared by the applicant's civil engineer, architect, traffic engineer, land planners, and other consultants; and has been reviewed by the City of Coachella. As a result, the plan addresses development related to issues in the form of proposed physical improvements, guidelines for future development, technical data, and implementation procedures and regulations.

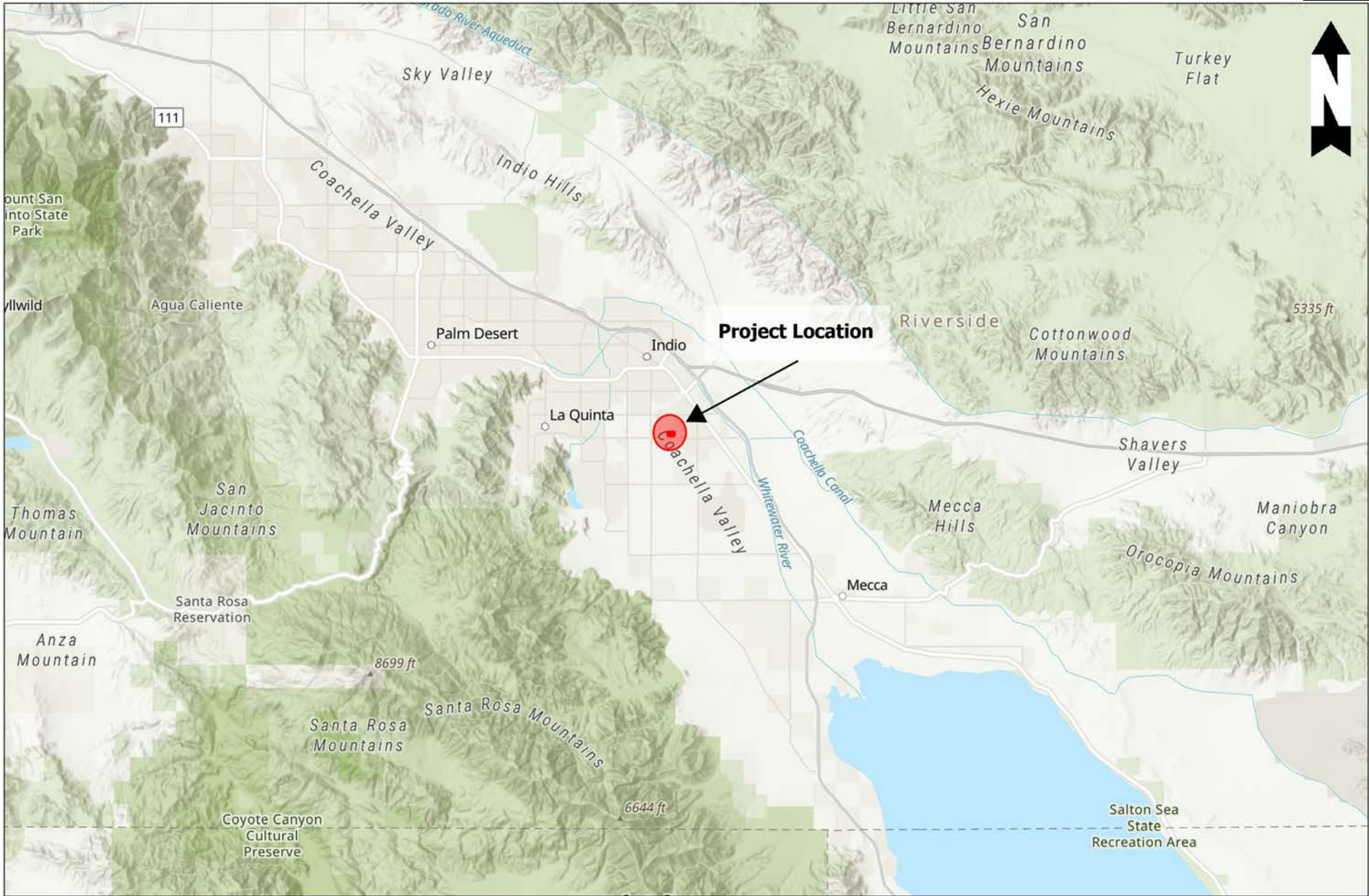
1.2 Project Location

From a regional perspective, the project area is located in the Coachella Valley within the incorporated city limits of Coachella as shown in Exhibit 1, Regional Location Map. Locally, the project site is bounded by vacant, undeveloped land to the west and south, an elementary school (Coral Mountain Academy) to the north, and Van Buren Street to the east, with agricultural land uses just beyond the roadway. The project site is shown in Exhibit 2, Vicinity Map. The 19.2 acre site consists of APN 779-360-001.

1.3 Project Summary

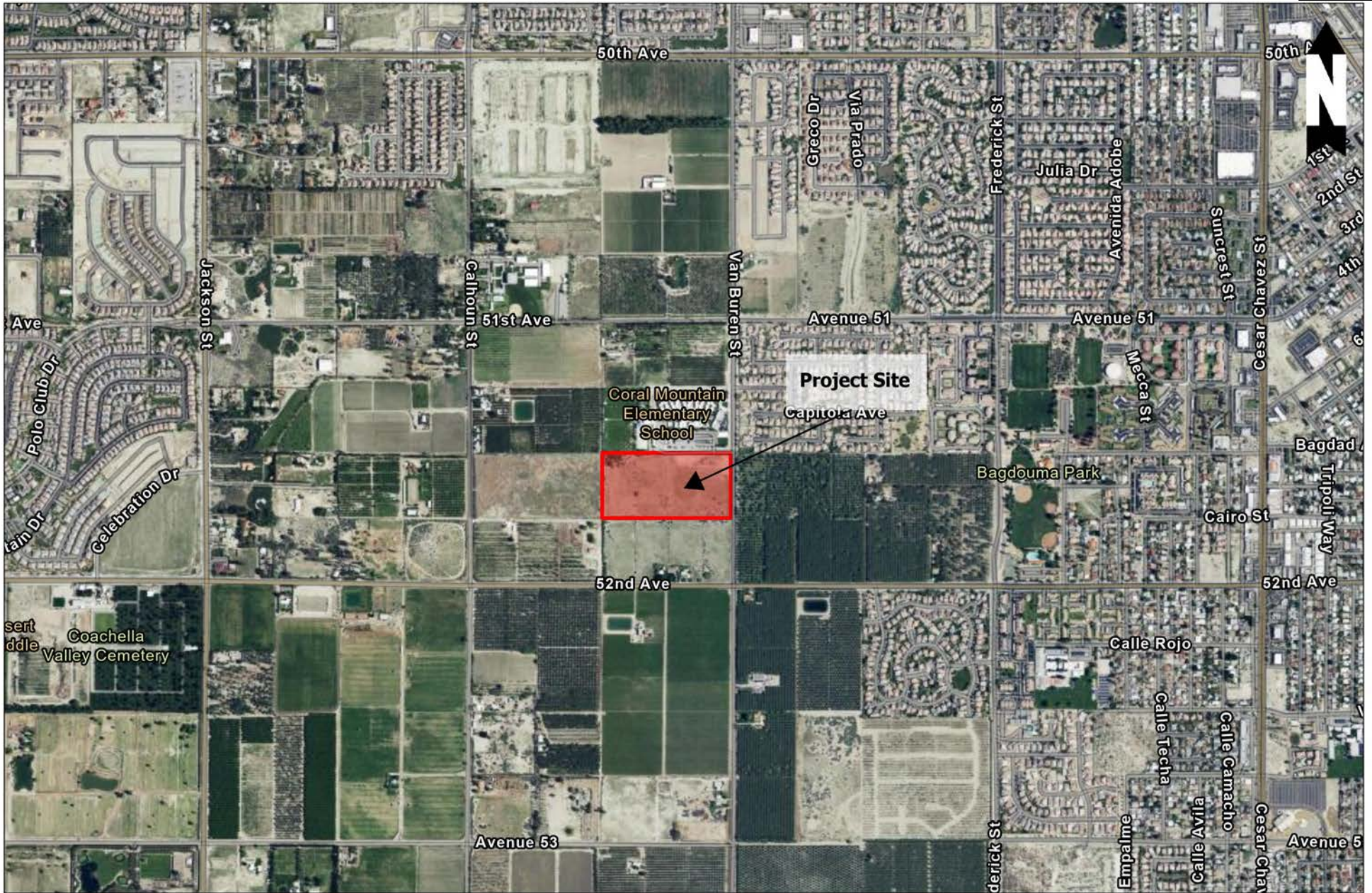
The project consists of a 111-lot residential development on an approximately 19.20 acre undeveloped site at the southwest corner of Van Buren Street and Frida Way in the City of Coachella. The development proposes 4,500 square foot minimum lot sizes and includes a common park, internal roads, on-site landscaping and retention, and common open space.

The community park areas will include a meandering path, shade structures, open turf area, and regionally appropriate landscaping. The development proposes 81 of the lots to have single family homes with attached accessory dwelling units (ADU's). The remaining 30 lots are proposed to have only single family homes. However, all lots could have accessory dwelling units as allowed by state and local requirements. The ADU's have been added to the project in order to comply with the regulations of SB-330 which prohibits down-zoning. Adding ADU's to 81 of the 111 dwelling units brings the density to 10 dwelling units per acre.

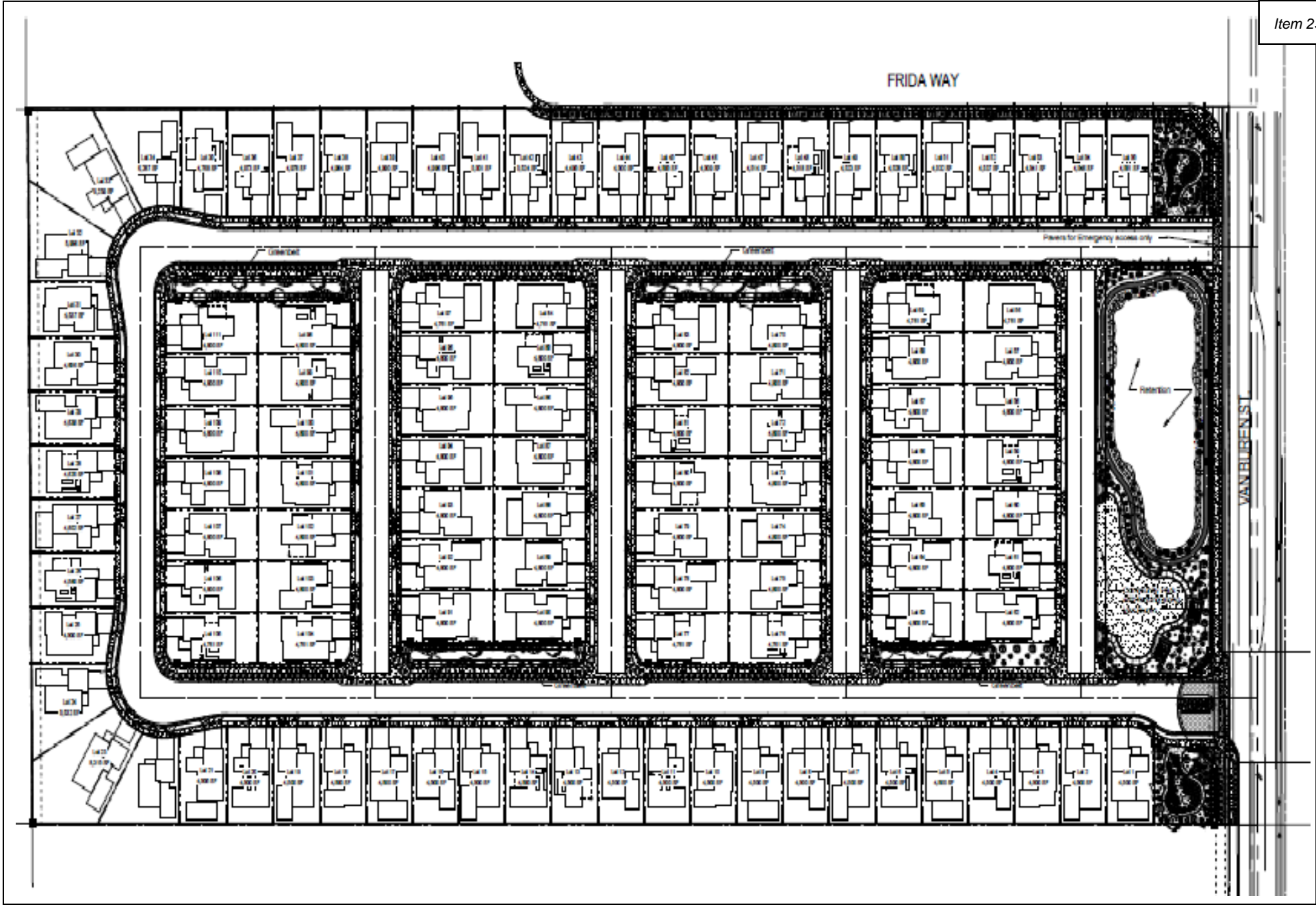


1 in = 5.9 mi





1 in = 0.26 mi



2. MODIFICATIONS TO THE PLANNED UNIT DEVELOPMENT

Development within Encanto Housing Development is required to substantially conform to the physical characteristics and design concepts set forth in this Planned Unit Development (PUD). The City has the discretion to determine if implementing actions substantially conform to the development standards in this document. If an implementing action does not substantially conform, a formal modification to this PUD may be required. The process required to modify the PUD will require a modification to the Conditional Use Permit (CUP) associated with the PUD. The process to modify a CUP is outlined in Section 17.74.020 of the City of Coachella Development Code.

3. ADMINISTRATION

3.1 Planned Unit Development

Upon its approval/adoption, the Encanto Housing Development, as approved by the City of Coachella City Council, will become the primary document governing land use regulations. The Encanto Housing Development PUD has development standards and land use regulations that will replace the corresponding standards in the City of Coachella's Municipal Code. Where the Planned Unit Development does not address a standard or subject, the applicable City code and/or ordinance shall apply. The Corresponding Conditional Use Permit for the Encanto Housing Development shall run with the property once the project is built and is transferrable to future owners of the property.

Per section 17.74.050, the Conditional Use Permit shall expire and shall become void one year following the date on which the conditional use became effective, unless prior to the expiration of one year a building permit is issued and construction is commenced and diligently pursued toward completion, or a certificate of occupancy is issued.

Per section 17.74.050, prior to the expiration of the Conditional Use Permit, the property owner may renew the CUP for three one-year time extensions only if an application stating reasons for renewal is filed prior to one year after the effective date of the conditional use approval by the planning commission. In the event that the planning commission acts to approve a time extension for the conditional use permit, the planning commission may impose any reasonable conditions on the conditional use permit as a condition of the time extension, provided a modification to the conditional use permit is processed. In the event that such additional conditions are not acceptable to the applicant and/or owner, the planning commission shall deny the time extension request.

3.2 Interpretation

Unless otherwise provided, should ambiguities occur concerning the content and appropriate application of the Encanto Housing Development PUD, said ambiguities shall be resolved by the Development Services Director or equivalent of the City of Coachella or their designee, in a manner most consistent with the intent, goals and policies set forth in the Encanto Housing Development PUD and the City's General Plan as outlined in Section 17.70.080. The Director's decision is appealable to the Design and Development Director and or Planning Commission in accordance with City of Coachella Municipal Code.

3.3 Implementation Program

According to Government Code 65451 of the California Planning Law, the Encanto Housing Development PUD shall include a program for implementation including regulations, conditions, programs, and additional measures as necessary to carry out the plan. In response to this requirement, the Implementation Program for the PUD and Mitigated Negative Declaration consists of the following:

3.4 Environmental Review and Mitigation Monitoring Program

The Planned Unit Development has been subjected to Environmental Review pursuant to the provisions of CEQA for a Mitigated Negative Declaration.

The Mitigation Measures adopted for this project shall comply during all stages and phases of the project's construction and operation of the facility.

3.5 Adoption of the Encanto Housing Development and Approval of the Planned Unit Development

The Encanto Housing Development PUD shall be approved by Ordinance which includes a first reading, second reading, and then take effect 30 days after the second reading. The Conditional Use Permit will be processed concurrently with the PUD Overlay change of zone and shall take effect after the 30-days have expired.

4. PROJECT SETTING

4.1 Existing Site Characteristics

The subject property is currently undeveloped, consisting of semi-disturbed natural desert areas. The property is generally flat with a gentle eastern slope from approximately 59 feet below sea level at the eastern end of the property to 53 feet below sea level in the west. Scattered, low lying desert scrub vegetation is located throughout the site. Information regarding soil type, groundwater levels, earthquake faults in the region and other pertinent environmental conditions are evaluated in the project Initial Study.

Environmental studies that have been prepared for this plan include:

- Air Quality, Greenhouse Gas and Energy Impact Study
- Biological Resources Assessment
- Cultural Resource Investigation
- Geotechnical Engineering Report
- Noise Impact Study
- Paleontological Resource Assessment
- Preliminary Hydrology Report
- Preliminary Water Quality Management Plan
- Traffic Analysis

4.2 Surrounding Land Use

As shown in Exhibit 4, Existing Land Uses, the Coral Mountain Academy elementary school is located along the northern border of the project site. Access to the school is taken from Frida Way, which borders the project's northern boundary. We have proposed to provide a sidewalk on the southern side of Frida Way, that will abut the northern parcels of Encanto Housing Development.

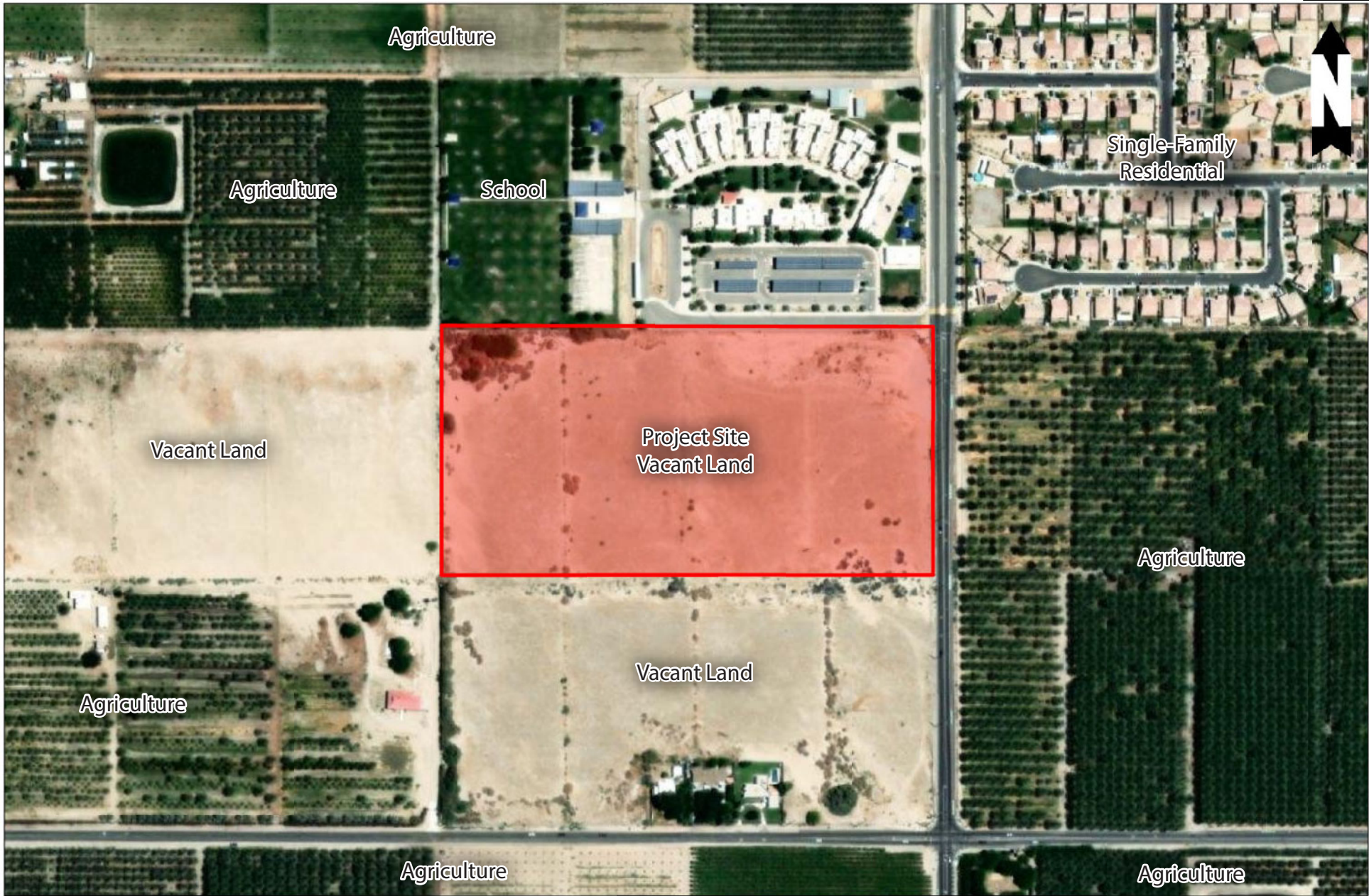
To the south and west, the project site is bordered by vacant, undeveloped land. Beyond the southern bordering parcel are three (3) single-family homes. To the west, the parcel is bordered by Van Buren Street and then agricultural uses beyond the street.

4.3 Existing General Plan and Zoning

The project site is currently zoned Residential Suburban (R-S) District. The Residential Suburban District is intended to provide areas within the city where development is limited to low-density concentrations of single-family dwellings, and to stabilize and protect the residential character of such areas. It has the further purpose of the provision of community facilities needed to complement urban residential areas and for institutions which require a residential environment and to minimize traffic congestion and to avoid an overload of utilities designed to service only low-density residential uses. The provisions of this zone are intended to encourage a suitable environment for family life through the regulation of densities of development, yards, fencing, heights and similar aspects of development.

The project site is designated as Regional Retail District in the City of Coachella General Plan. The Regional Retail District is intended to provide commercial opportunities, with residential uses supporting the retail environment with a residential density of 10-15 units per acre.

The project site is located within the Van Buren Corridor Subarea 3 in the City of Coachella General Plan. The addition of the ADU's will bring the project into compliance with the density of 10-15 du/acre. This subarea is intended to transform the areas along Van Buren Street from Avenue 50 to 53 into an area of diverse mix of pedestrian oriented retail and services along the Van Buren Corridor to serve neighboring residential neighborhoods. The proposed project will provide a residential buffer between the existing

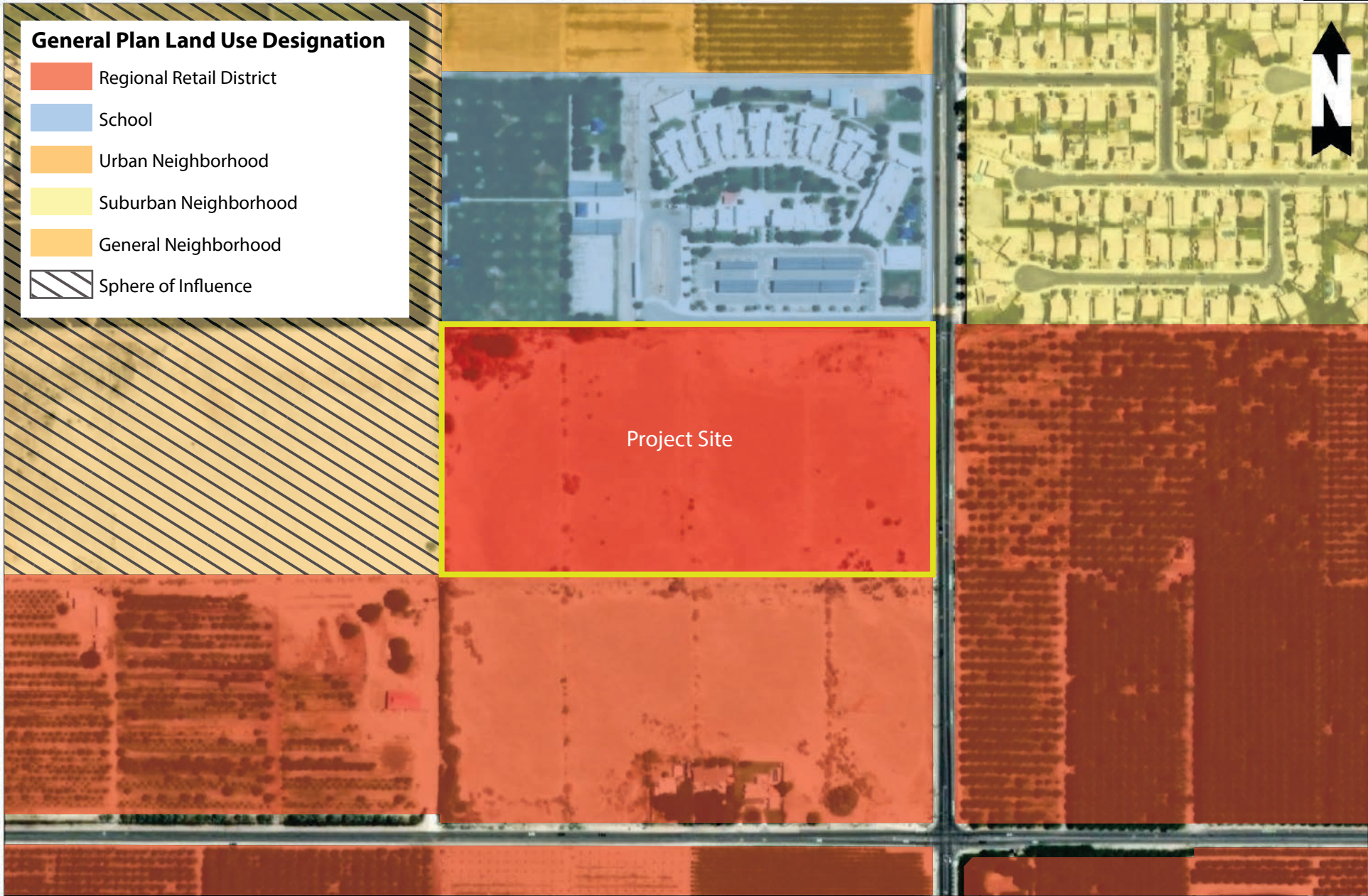


1 in = 0.07 mi

school and any future commercial uses. Once this subarea has been fully built out, residents of Encanto Housing Development will be within walking distance of retail and public services.

4.4 Proposed Zoning

The entitlements for this project include Planned Unit Development Overlay (PD-Overlay) (see Exhibit 7) to the Residential Suburban (R-S) District (see Exhibit 5). The Planned Unit Development Overlay (PD-Overlay) will allow for the development of Encanto Housing Development to provide higher standards of development, operation, light, air, safety, convenience, and aesthetics, than if developed under the underlying Residential Suburban (R-S) District.





1 in = 0.07 mi

5. PROJECT DESCRIPTION

The proposed Project (Encanto) will consist of approximately 111 single-family homes with attached accessory dwelling units (ADU's) on 81 of the units and associated site improvements on a currently vacant 19.2 acre property (APN 779-360-001) located in the City of Coachella, Riverside County, California. The project site is located west of Van Buren Street and between 51st Avenue and 52nd Avenue. (See Exhibit 3, Site Plan). The development proposes 4,500 square foot minimum lot sizes and includes a common park, internal roads, on-site landscaping and retention, and common open space. The development proposes 81 of the 111 lots to have single family homes with attached accessory dwelling units (ADU's). The addition of the ADU's will not increase the height of the proposed buildings beyond that of the main building and will be consistent with the models as proposed in Exhibit 3. The remaining 30 lots are proposed to have only single-family homes. However, future owners can have accessory dwelling units as allowed by state and local requirements.

The development focuses on providing homes that create outdoor rooms and an indoor/outdoor lifestyle for the residents. The two-story homes range from 2,000 square foot 3 bedroom and 2 ½ baths to 2,800 square foot 5 bedrooms and 3 ½ baths. The homes are generally oriented in an east/west direction to minimize the east/west exposures and maximize the north/south exposures for sun control and daylighting. The Accessory Dwelling Units are two-story and range from 900 to 1200 square feet.

The homes are to be California Mission Style, incorporating light colored Santa Barbara exterior plaster, dark colored siding with wide overhangs, wood trellises and covered patios to create a cohesive and unifying style that responds to the desert environment. The garage doors are to be located behind entry porches/trellises to appear recessive. Second story balconies facing the streets provide visual interest and a layering to the front façade.

The Project is in the Regional Retail District of the General Plan which allows a mix of residential and commercial land uses. This District allows high-density residential with commercial uses. The residential density requirement is 10-15 units per acre and without the ADU's the project will not satisfy the density requirement. The addition of 81 ADU's to the 111 dwelling units brings the density to 10 dwelling units per acre and therefore will satisfy the density requirements of the Regional Retail District of the General Plan. (City of Coachella General Plan 2035; April 2015). See Exhibits 5, Existing General Plan, and Exhibit 7, Proposed Zoning.

The site is zoned Residential Suburban (R-S); the Applicant intends to keep the existing R-S designation while implementing a Planned Unit Development (PUD) overlay. See Exhibit 7, Proposed Zoning.

Associated site improvements will include landscaping, utility infrastructure and on-site retention and Primary Project access will be provided along the site's eastern frontage along Van Buren Street. A roadway network will be constructed throughout the site to provide circulation. This roadway will be designed for adequate fire and access and turn radii. See Exhibit 3, Proposed Site Plan. Project construction is expected to take approximately 1.5 years.

6. DEVELOPMENT REGULATIONS

6.1 Purpose and Intent

The development regulations contained herein provide specific standards relative to permitted land use in addition to site design and construction regulations to be applied within the developed area. They are intended to protect the public health, safety and welfare and to create a harmonious relationship with the surrounding land. In general, the proposed development is consistent with the development standards of the City's Planned Unit Development Overlay (PD-Overlay) and R-S (Residential Suburban) zoning districts unless a different standard is identified below (the City's PUD and R-S Zoning Regulations are attached as Appendix A and B respectively). Should a development standard contained in this PUD conflict with an equivalent standard contained in the City of Coachella City Zoning Code, the provisions of the PUD shall take precedence. In instances where the PUD is silent, the applicable portion of the City of Coachella Zoning Code shall govern. The Development Services Director shall have the authority to approve minor adjustments during the Development Permit Review, so long as it's determined such adjustments are consistent with the PUD Land Use Plan. Any decision of the Development Services Director can be appealed, subject to the procedures outlined in City of Coachella Municipal Code Section 17.70.080.

6.2 Permitted Uses

The following identifies specific uses which are permitted in the underlying R-S (Residential Suburban) zoning district as prescribed in Section 17.16.020 of the City of Coachella Municipal Code and are considered appropriate uses within the Planned Unit Development.

1. Single-family detached dwelling;
2. Family daycare homes;
3. Public parks and playgrounds;
4. Temporary subdivision sales offices;
5. The keeping of household pets so long as the number thereof does not exceed four dogs or cats, or a combination thereof, over four months of age, and other household pets that shall not be a public nuisance due to odors, noise or public health considerations;
6. Licensed day care centers for five or less children;
7. Congregate Care Facilities are only permitted subject to the rules and regulations of the State of California;
8. Community Gardens per any applicable City of Coachella Ordinance;
9. Such other similar uses as are approved by the planning commission.

6.3 Accessory Uses

The following identifies specific uses which are permitted accessory uses in the underlying R-S (Residential Suburban) zoning district as prescribed in Section 17.16.020 of the City of Coachella Municipal Code and are considered appropriate incidental uses within the Planned Unit Development.

1. Accessory Dwelling Units or Junior Dwelling Units Subject to Section 17.60.010 of the City of Coachella Municipal Code or applicable changes in State Law;
2. Utility and recreational uses including garages, carports, pool cabana, storage shed, laundry room, electrical equipment room, shade structure, and similar uses subject to the provisions of Chapter 17.60;
3. Swimming pools and related equipment, outdoor kitchen countertops and gas-fired pits/barbeque grills, subject to the provisions of Chapter 17.60;
4. Outdoor play courts with lighting up to ten (10) feet in height;

5. Greenhouses, date orchards, and other fruit and vegetable gardens for private use;
6. Home occupations, and cottage food operations, subject to the provisions of Section 17.58.010 of the City of Coachella Municipal Code;

6.4 Conditional Uses

The following identifies specific uses which are conditional uses in the underlying R-S (Residential Suburban) zoning district as prescribed in Section 17.16.020 of the City of Coachella Municipal Code and are considered appropriate uses within the Planned Unit Development. Conditional uses are subject to the issuance of a Conditional Use Permit by the City of Coachella in accordance with the procedures established by the City.

1. Single-family detached residential subdivisions;
2. Parks, playgrounds, court games and community centers;
3. Public utility distribution substations and public service facilities;
4. Private lighted or unlighted tennis courts and such other similar uses not to include swimming pools and spas;

6.5 Prohibited Uses

The following identifies specific uses which are prohibited uses in the underlying R-S (Residential Suburban) zoning district as prescribed in Section 17.16.020 of the City of Coachella Municipal Code, and are considered inappropriate uses within the Planned Unit Development.

1. Outdoor advertising displays and billboards;
2. Storage, Parking, Maintenance of recreation vehicles or Mobile Homes;
3. Carports;
4. Maintenance of Autos and Trucks;
5. Kennels¹ and Catteries;
6. Keeping of barnyard, wild, exotic², and dangerous animals;
7. Agricultural Uses except for Community Gardens;
8. Multiple family units except when allowed by state law;
9. All other uses not specifically listed within this Planned Unit Development are prohibited.

6.6 Site Development Standards

The Encanto Housing Development PUD is intended to provide a high-quality residential environment. The character of the area shall be determined by the quality and consistency of the development standards.

To create a successful mix of diverse land uses requires that the land planning, architecture, and landscaping be fully integrated so that the buildings complement on another, and the landscaping creates necessary buffers, open space and recreational amenities.

¹ "Kennel" means any lot or structure whereon or wherein four or more dogs are kept or maintained for any purposes.

² "Exotic" animal is defined as any animal which is not normally domesticated in the United States including, but not limited to any lion, tiger, bear, non-human primate (monkey, chimpanzee, etc.), wolf, coyote, cougar, bobcat, ocelot, wildcat, skunk, boa, python, reptile, amphibian, bird, or venomous snake, irrespective of its actual or asserted state of docility, tameness or domesticity.

The following Site Development Standards are intended to be guidelines. Since all projects must be submitted and reviewed through the Architectural Review process, consistent with the requirements of this PUD, creative planning and design is encouraged. The City’s Development Services Director shall determine if final plans are in general conformance with these guidelines and shall have the authority to allow deviations at their discretion for proposed developments that are in conformance with the City of Coachella Vision Plan Guidelines for Community Design. Modification to or deviations from these standards may be granted by the City through the procedures described in Section 2 of this PUD. Any development standard not covered by the Planned Unit Development shall use the standards of the Residential Suburban (R-S) Zone, which is Chapter 17.16 of the City of Coachella Municipal Code.

Table 1. Site Development Standards	
Minimum Lot Size	4,500 square feet
Minimum Lot Width	45 feet ¹
Minimum Lot Depth	90 feet ²
Maximum Height	28 feet above grade at any point.
Maximum Number of Stories	2 stories
Maximum Lot Coverage ³	50% (Building, ADU and garage area divided by the lot area). This calculation excludes all porches, outdoor rooms, covered patios and trellis areas.
Minimum Front Setbacks	15 feet to entry porch or trellis ⁴ .
	20 ft. to building/garage 20 Feet to garage door and/or building (garage measured from centerline of door).
Second Story Setbacks ⁵	5 ft. min. from the front most façade of the building not including the porch or trellis ³ .
Minimum Rear Setback	15 feet to building or covered porches ³ . 4 ft. for ADU’s more than 16ft. in height 0 ft. for ADU’s 16ft. or less in height
Minimum Side Setback	4 ft. (interior and street side)
	0 ft. for ADU’s 16 ft. or less in height
Garage Size	Must be a minimum of 400 square feet.

Minimum Off-Street Parking

Each dwelling unit will be required to provide a 2-car garage.

Accessory Dwelling Units and Junior Accessory Dwelling Units

¹ Lot width of knuckle lots shall be measured from 15-foot front yard setback line. Definition of lot width can be found in City of Coachella Municipal Code Section 17.06.130.

² Lot depth of knuckle lots shall be measured by taking the average of both the lots depths and must be a minimum of 90 feet.

³ Calculated by adding building and garage area and excluding all porches, outdoor rooms, covered patios and trellis areas divided by the lot area.

⁴ A porch or trellis must be open on two sides.

⁵ Second story setback does not include 2nd story covered porches.

The architectural character is to be consistent with the primary dwelling unit. Development of Accessory Dwelling Units and Junior Accessory Dwelling Units are subject to Section 17.60.010 of the City of Coachella Municipal Code or applicable changes in State Law. Accessory Dwelling Units and Junior Accessory Dwelling Units: Allowed per State and/or City regulations. The architectural character is to be consistent with the primary dwelling unit.

Fencing

The function of walls and/or fences in the Encanto Housing Development will be to provide safety, security, and privacy to all the tenants. All fencing needs to complement the architecture and landscaping on site. Block walls and fencing in the Encanto Housing Development shall comply with Section 17.16.030 of the City of Coachella Municipal Code and the following:

1. All walls/fences shall start at the 20-foot front setback line.
2. Maximum height of 6-feet
3. Block Walls are the preferred barrier along the perimeter of the Planned Unit Development Area, however wrought iron or tubular steel fencing is also appropriate. For purposes of this Planned Unit Development, tubular steel and wrought iron shall be considered the same.
4. Wrought Iron Fencing shall have rungs facing inward as shown in Figure 2. The decorative top to the fence shall be a spear or similar decoration on the top of the fence. These items are to make it more difficult for trespassers and/or those with nefarious intentions to climb the fence.
5. To provide surface relief on both wrought iron and block walls there shall be a decorative pilaster placed no more than 40 feet apart and at each corner or turn as shown in Figure 3.
6. Every wall off-set or corner turn shall also have a matching pilaster.
7. Block walls shall be composed of masonry block with a decorative cap and matching grout as shown in Figure 1. Rolled concrete is specifically prohibited.
8. Gates shall be aesthetically pleasing and be automatic as opposed to manual and have a Knox Box or other means of access for Police and Fire emergencies as approved by the Riverside County Fire Department.
9. The use of vinyl, wood, mesh, wire, chain link, serpentine, and barbed wire fences are strictly prohibited and shall not be used anywhere on within the Planned Unit Development.



Figure 1 Decorative Cap Example



Figure 2 Wrought Iron Fencing Example



Figure 3 Decorative Pilaster Example

7. DESIGN GUIDELINES

The Design Guidelines for the Encanto Housing Development have been developed as a method of achieving a high quality, cohesive design character for the proposed development. They provide specific design criteria for the development of the project, as well as encouraging creativity, imagination, and a high level of harmony and consistency within the surrounding community. Adherence to the Design Guidelines will create a desirable asset to the community and enhance the project's overall value.

These guidelines will govern the design quality for implementation of the project in the following ways:

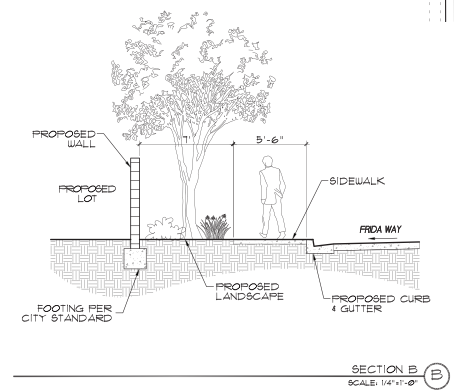
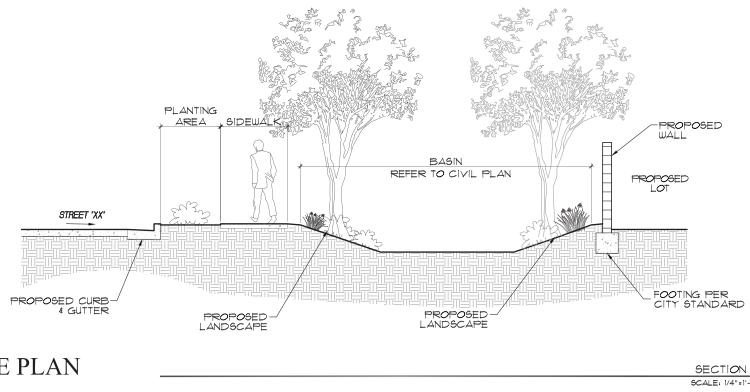
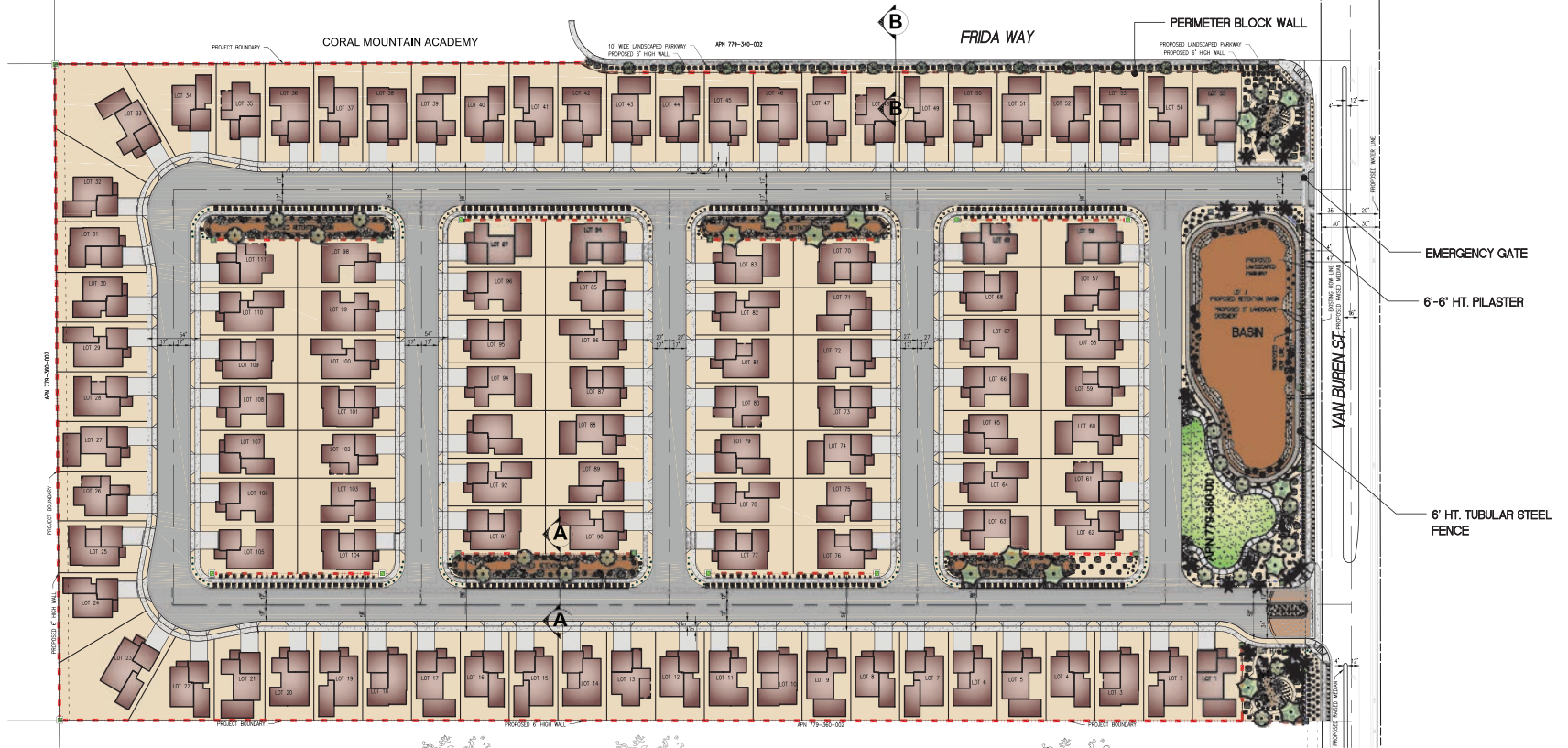
- To comply with SB-330 by adding ADUs to 81 of the 111 lots that will comply with the existing General Plan Designation of Regional Retail District with a density of 10-15 du/acre.
- To provide the City of Coachella with the necessary assurance that the PUD area will develop in accordance with the quality and character proposed;
- To provide guidance to developers, builders, engineers, architects, landscape architects, and other professionals in order to maintain the desired design quality;
- To provide for adequate recreational open space, circulation, off-street parking, and other pertinent amenities as related to the intended use and intensity of the development;
- To provide common areas which shall be located so as to be readily accessible to all of the residences within the PUD;
- To provide overall development which shall be compatible with existing and planned land uses and with circulation pattern of adjoining properties;
- To provide guidance to City staff, the Planning Commission, and the City Council in the review of construction plans for the PUD area;
- To provide guidance in the formulation of Covenants, Conditions and Restrictions for the use of land in the PUD area.

These Design Guidelines are not intended to limit design possibilities, but rather to allow flexibility and freedom of expression. They are therefore illustrative in nature, offering a typical visual expression of potential character and appropriate design response. Since rigid rules tend to produce uniformly mediocre development projects, the Design Guidelines are intended as a statement of general design "intent" which encourage excellence and creativity on the part of the builders and design professionals in achieving exceptional results. In addition, flexibility enhances the project's economic viability in response to ever changing conditions including buyer's lifestyles and tastes, economic conditions, community desires and the marketplace.

7.1 Circulation and Streets Plan

The internal streets to the Encanto Project will be public. The main entry will be accessed via the proposed southern entrance from Van Buren Street along the project's eastern boundary. A second entryway on the northern entrance from Van Buren Street along the project's eastern boundary will be gated and use for emergency access only due to its proximity to the Coral Mountain Academy's main access road. Exhibit 21 highlights both the primary and secondary access paths as well as pedestrians' paths within the PD Overlay. The following guidelines have been developed to maintain the variation and accessibility related to circulation:

- Provide landscaping on both sides of the internal project roadways where appropriate and feasible, consistent with the overall project theme and plant palette.
- Provide a 6-foot-wide pedestrian walkway along Van Buren Street for public use.



ENCANTO
PRELIMINARY LANDSCAPE PLAN
COACHELLA, CA 92236

HERMANN DESIGN GROUP
77-899 WOLF RD.
SUITE 102
PALM DESERT, CA 92211
LIC# 2754, EXP 04/30/24
PH (760) 775-9131
FAX (760) 775-9132
JOB NO. 2201 DATE 4/13/23

Not to Scale



- Promote pedestrian circulation through the community by linking the common open space with a combination of pedestrian walkways and sidewalks.

1. Street Standards

Figures 4 through 8 provide cross section profiles of the affected public and private streets, while Table 2 describes the associated design characteristics of these affected roadways. This shall conform with the conditions of approval set by engineering. This does not include the landscape median.

Table 2. Street Classifications and Standards	
Classification/Location	Right of Way Width
Van Buren Street (Primary Arterial with Bicycle Facility; Public)	94' ROW with 11' to 12' travel lane widths, 6' sidewalk, and a 5' bike lane. See Figure 4.
Lot 'G' (Main and Emergency Access, Private)	50' ROW including two 15' travel lane widths. 6' streetscape on one (1) side. 5' streetscape and 5' sidewalk on other side. See Figure 6.
	<i>Located adjacent to Lineal Retention:</i> 72' ROW with two (2) 15' travel lane widths, 5' sidewalk and 5' streetscape area on one (1) side. 28' of ROW including a retention basin on opposite side. See Figure 5.
Lot 'D' through Lot 'F' and the North/South directed Lot 'G' (Private)	54' ROW with two (2) 15' travel lane widths, 5' streetscape area and 5' sidewalk on both sides of the ROW, see Figure 7.
Lot 'C' (Private)	54' ROW with two (2) 15' travel lane widths, 5' streetscape and 5' sidewalk on one side. On the opposite side, 10' streetscape with retention basin beyond the ROW. See Figure 8.

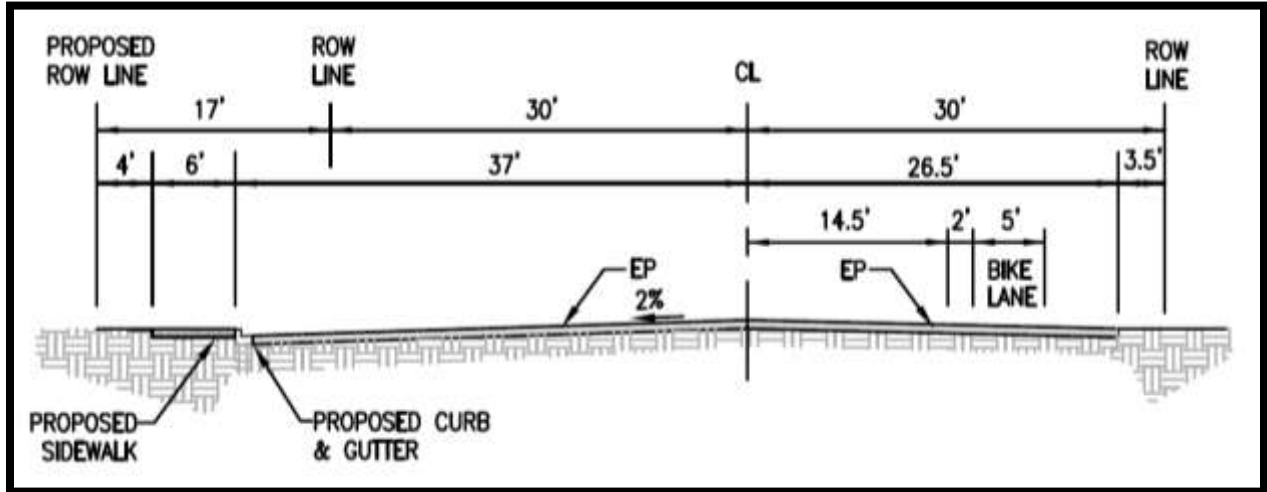


Figure 4 Van Buren Street Section

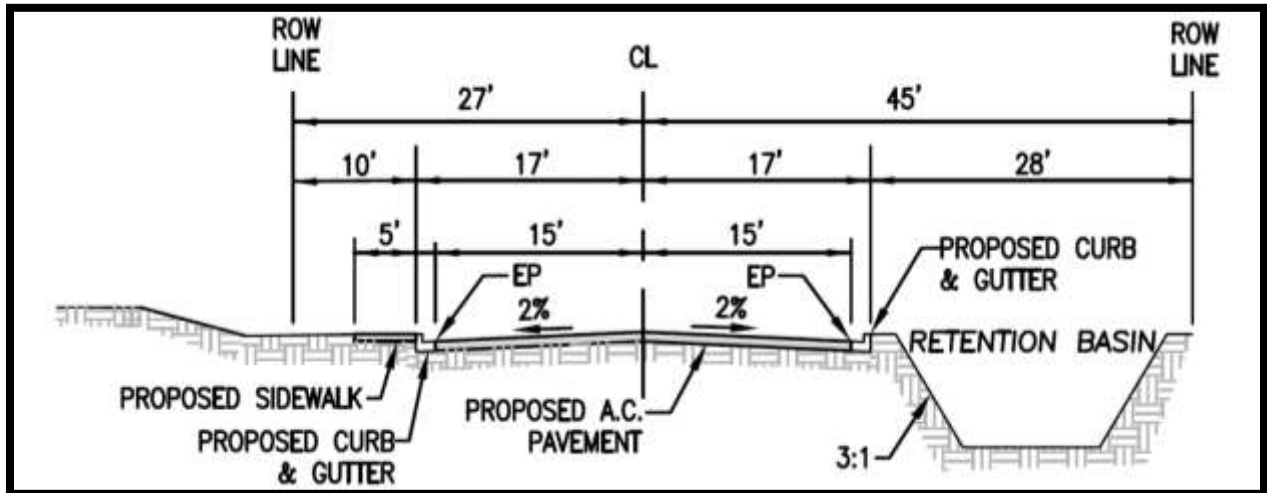


Figure 5 Lot 'G' Retention Basin Section

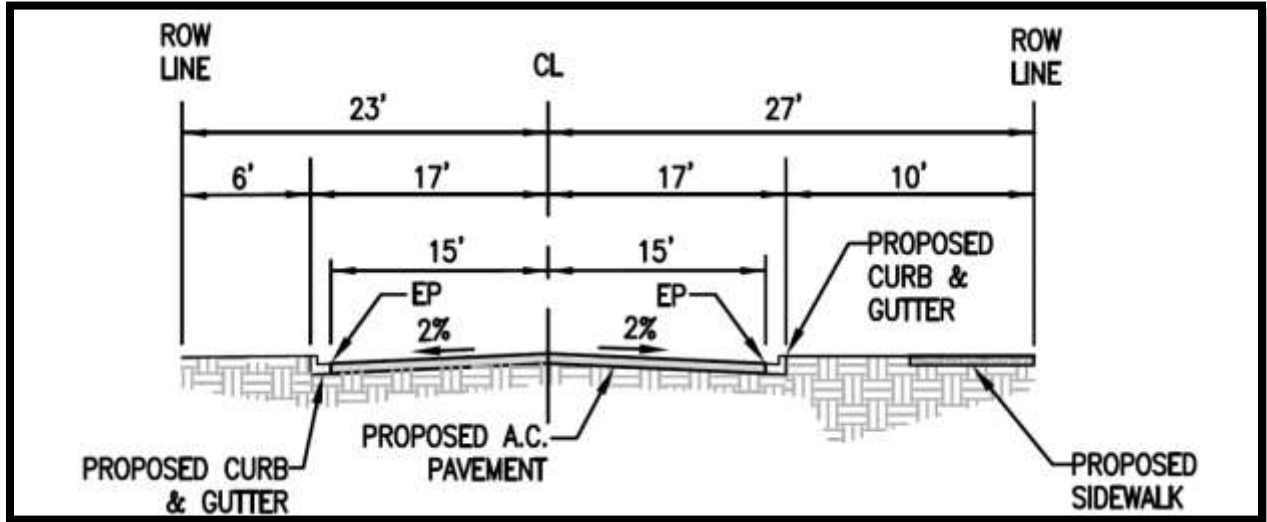


Figure 6 Lot 'G' East & West Bound Section

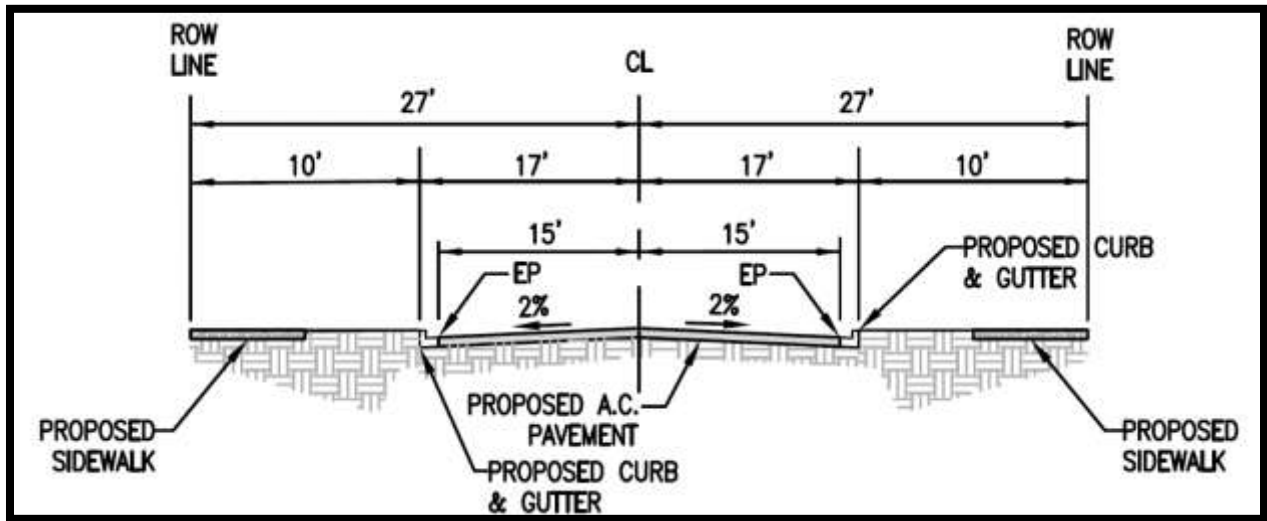


Figure 7 Lot 'G' North & South Bound and Lots 'D' through 'F' Section

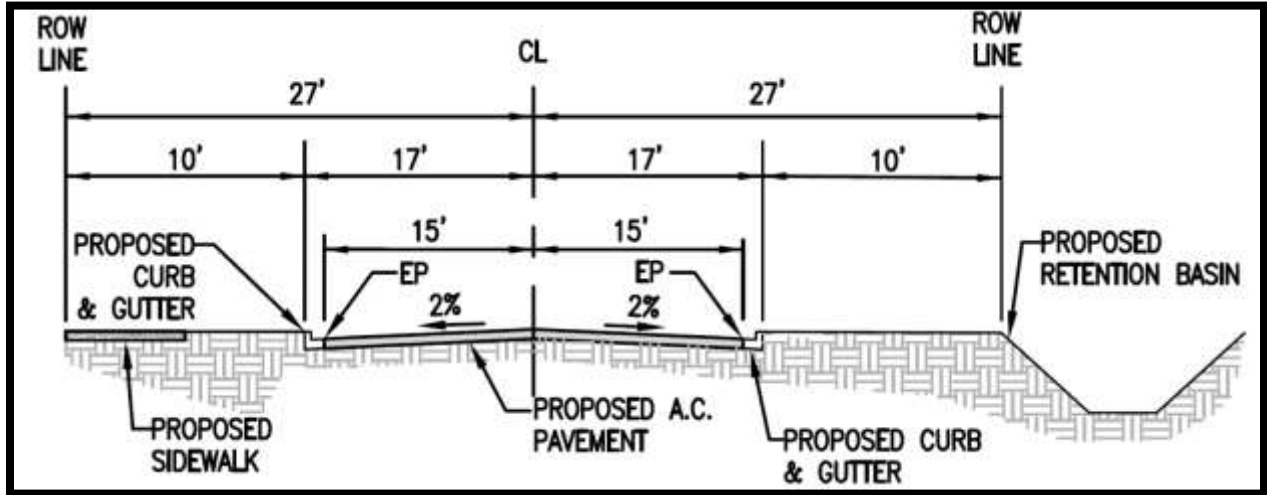


Figure 8 Lot 'C' Section

2. Pedestrian Circulation

A public walkway is to be located along the project frontage with Van Buren Street. The proposed project will install the pedestrian streetscape including sidewalk, landscaping, and fencing along Frida Way on the north border of the project site, see Figure 9. This sidewalk will provide additional pedestrian access to the Coral Mountain Academy.

Internal walkways will be located along the proposed roads within the Planned Development Overlay (See Exhibit 20). Lot 'G' will serve as the primary public roadway access to the residential community. This street connects to four main internal roadways (Lot 'C' through 'F') within the proposed community. Open Space and landscaped areas are located at key locations throughout the development and have been designed to promote safe and convenient pedestrian circulation.

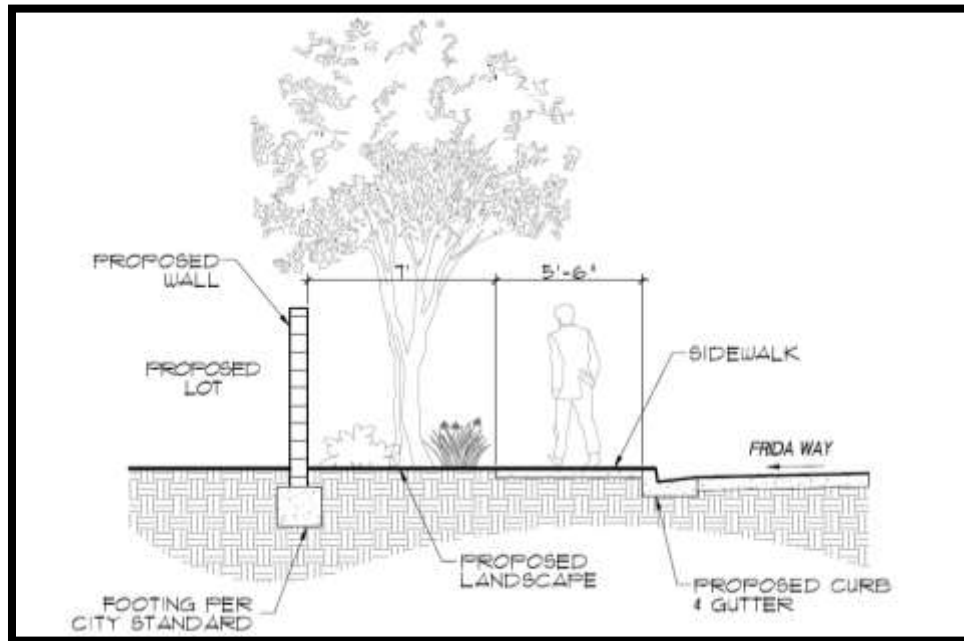


Figure 9 Frida Way Pedestrian Improvements

3. Transit Plan

The SunLine Transit Agency provides bus service to the City of Coachella and throughout the Coachella Valley. There is currently no transit service to the project site. Service nearest to the project site is offered by SunBus Lines 8, 6 and 1, which provide service on Vine Avenue. The nearest bus stop to the project site is located to the north of the project site at the intersection of Van Buren Street and Avenue 50. SunBus Line 8 provides service into the City of Indio to the north and the City of Coachella Transfer Point to the east. The developer will be required to coordinate with the SunLine Transit Agency for any new bus stops or upgraded transit facilities required to serve the project.

4. Circulation Design and Processing Requirements

- a. The project will comply with the conditions and requirements set forth by the City of Coachella Development Services Department, in accordance with this Planned Development Overlay.
- b. All intersection spacing and/or access opening shall be in accordance with the City of Coachella standards and ordinances, or as approved by the Development Services Department.
- c. All access points will conform to the traffic analysis with regards to access spacing.
- d. Whenever access into private property is controlled through the use of gates, barriers, or similar means, provisions will be made to facilitate access devices that are power operated and will have an approved override system capable of opening the gate when activated by a special key located in emergency vehicles. Devices will be equipped with backup facilities to operate in the event of power failure. The fire department will also approve all controlled access devices that are not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet, 6 inches.
- e. Approved illuminated addressed will be provided for all new buildings in such a position as to be plainly visible and legible from the street or road fronting the property.

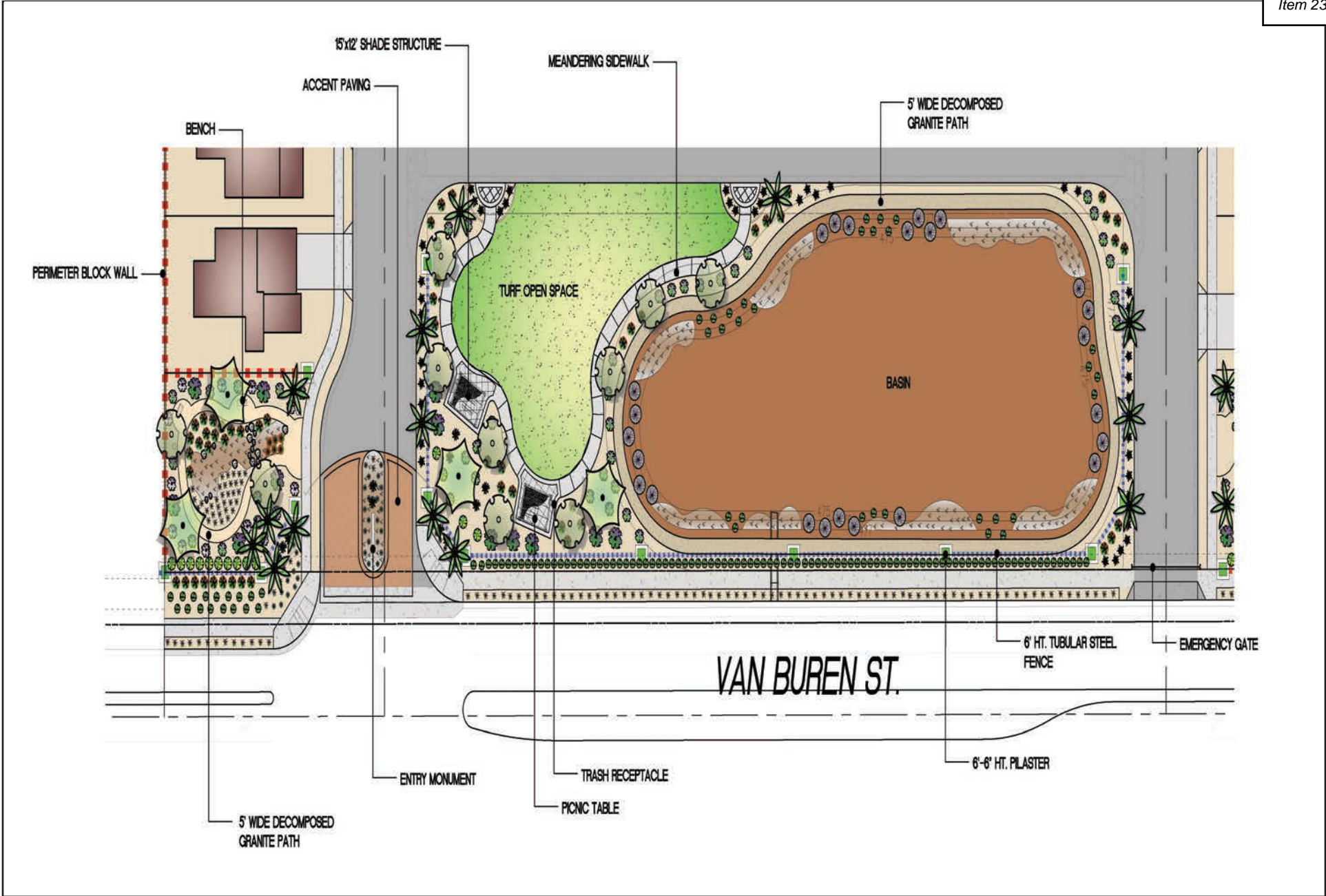
- f. Emergency access roads will be designed and maintained to support the imposed loads of fire apparatus and will be provided with a surface so as to provide all-weather driving capabilities, pursuant to the City Engineer. Fire apparatus access roads will have an unobstructed width of not less than 20 feet and an unobstructed clearance of not less than 13 feet, 6 inches.
- g. Any landscaping within the public road rights-of-way will require approval by the Development Services Department and Engineering Services to assure the continued maintenance through the establishment of a landscape maintenance district, HOA or similar means.
- h. Phased areas that are dependent on adjacent phased areas for access will be planned in a manner that demonstrates an ability to provide the necessary infrastructure and access prior to the final tract map approval.
- i. Internal project streets will be designed as shown in this PUD to enhance traffic and pedestrian safety, as well as provide a visually interesting streetscape. All turning radii shall be approved by the Fire Department. Plans for all gated entrances and traffic calming designs or devices shall be subject to approval by the Fire Department.
- j. All proposed streets will be designed and constructed to standards acceptable by the City of Coachella. Half of the ultimate street improvements will be constructed by the developer along the frontage of the property at Van Buren Street. This public road will be entered into the City system of roads and maintenance. The landscape adjacent to this public road will be maintained by the homeowner's association.
- k. The minimum grade on concrete will be 0.35% as may be adjusted by the City Engineer and the minimum grade on asphalt will be 1.0% as may be adjusted by the City Engineer.
- l. On-street parking will be allowed on streets, except that only emergency vehicles will be allowed to park on the entry roads prior to the gate entrance.

7.2 Open Space Plan

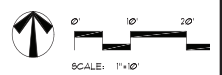
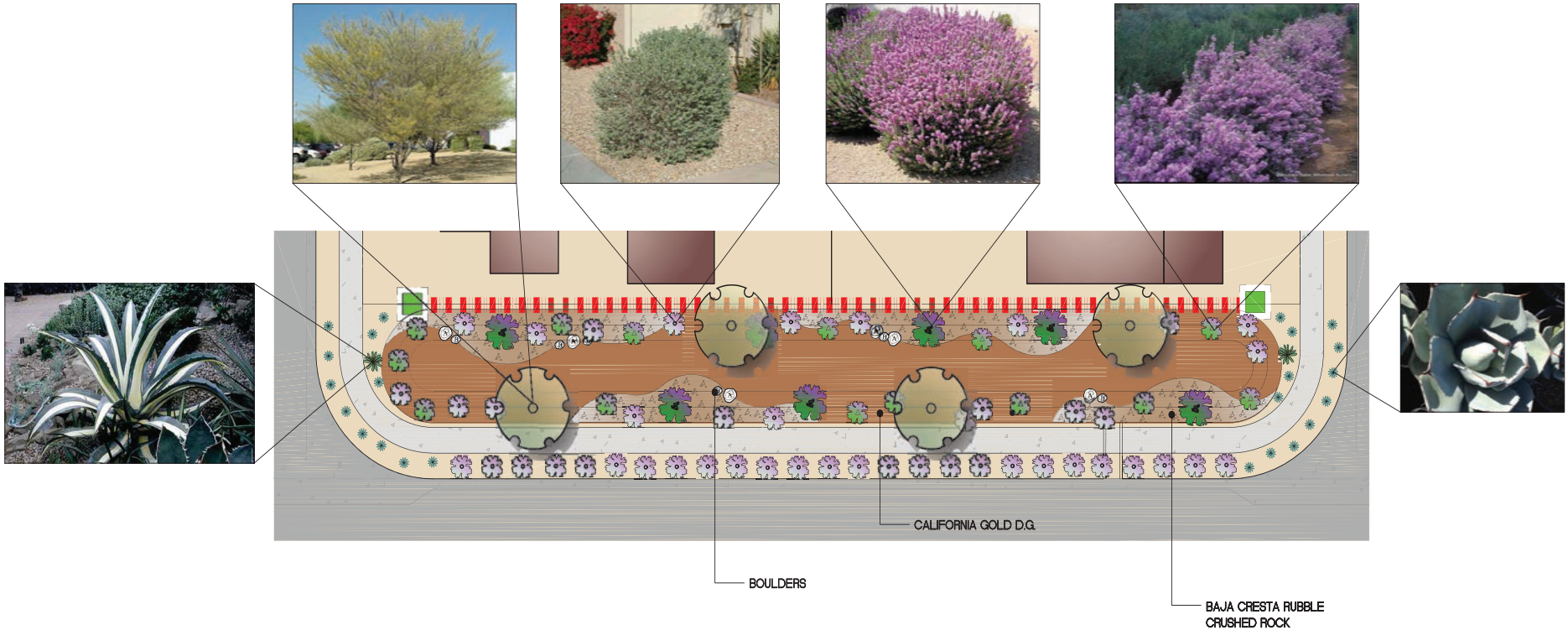
The Planned Development Overlay will provide 1.13 acres of open space for the residents and neighboring communities. The development shall have two open space areas, both on the east side of the subject property. The open space areas will provide outdoor recreational amenities that will enhance the health and quality of life for all residents in the area.

These open space areas will consist of a turf open space, picnic tables, shade structures, shaded seating areas, a meandering sidewalk and desert landscaping. Adjacent to these open space areas, there will be a retention basin with a landscaped area along the perimeter, see Exhibit 15 & 19. Together, these open space areas will serve as a community amenity and a landscaped buffer from Van Buren Street.

Open space areas will be landscaped with desert plant materials that comply with state and the City of Coachella's Landscape Development Standards. The conceptual planting list (see Exhibit 21) contained herein are intended to ensure that landscaping within the Planned Unit Development will be complementary within the development, the environment and with the adjacent community.



Not to Scale



Not to Scale

PLANT LIST

SYMBOL QTY. BOTANICAL NAME COMMON NAME SIZE NOTES WATER USE



TREES & PALMS

	PARKINSONIA X 'DESERT MUSEUM'	24" BOX SINGLE TRK. STND.	0.2 LOW
	ACACIA ANEURA 'MLSA'	24" BOX SINGLE TRK. STND.	0.2 LOW
	RHUS LANCEA 'AFRICAN SUMAC'	24" BOX	0.5 MOD
	PHOENIX DACTYLIFERA 'DATE PALM'	18" B.T.H. DIAMOND CUT	0.5 MOD

TREES WITHIN EXISTING OR FUTURE ROWS OR WITHIN 3 FEET OF PUBLIC SIDEWALKS WILL INCLUDE DEEP ROOT BARRIERS.

ACCENTS

*	ASAVE AMERICANA 'CENTURY PLANT'	5 GAL.	0.2 LOW
*	ASAVE MEDIOPICTA 'MEDIOPICTA AGAVE'	5 GAL.	0.2 LOW
*	HESPERALOE PARVIFLORA 'VAR. DESERT FLAMENCO'	5 GAL.	0.2 LOW
*	ASAVE PARRYI VAR. TRUNCATA 'ARTICHOKE AGAVE'	5 GAL.	0.2 LOW

SHRUBS

	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD'	5 GAL.	0.2 LOW
	TECOMA STANS 'YELLOW BELLS'	5 GAL.	0.5 MOD
	LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY'	5 GAL.	0.2 LOW
	RUSSELLIA EQUITIFORMIS 'CORAL BELLS'	5 GAL.	0.5 MOD
	LEUCOPHYLLUM FRUTESCENS 'WHITE CLOUD'	5 GAL.	0.2 LOW

GROUNDCOVER & GRASSES

	MULLENBERGIA CAPILLARIS 'RESAL MIST'	5 GAL.	0.5 MOD
	CARISSA 'GREEN CARPET'	5 GAL.	0.5 MOD
	3/8" MINUS 'MOJAVE GOLD' DECOMPOSED GRANITE LAID 2" THICK LAYER		
	LAWN TO BE TIPGREEN 920' SOD, OVERSEEDED W/ BERMUDA (OCTOBER-MAY INSTALLATION)		

IRRIGATION SPECIFICATIONS:

- THE FOLLOWING ITEMS WILL BE INCORPORATED INTO THE FINAL IRRIGATION DESIGN PLANS AND SPECIFICATIONS
- SMART CONTROLLER WITH AN ET GAGE WITH ACCESS TO REAL-TIME ET (MINIMUM CONTROLLER RATING SHALL BE LIGHT COMMERCIAL).
 - MASTER VALVE AND FLOW SENSOR (EXCEPT FOR PRIVATE RESIDENTIAL LOTS)
 - RAIN SENSING DEVICE
 - ANTI-DRAIN CHECK VALVES
 - PRESSURE REGULATOR (IF NEEDED)
 - HYDROZONES WILL BE PROPERLY DESIGNATED
 - NO OVERHEAD IRRIGATION WITHIN 24" OF NON-PERMEABLE SURFACES. (NO RESTRICTIONS TO METHOD IF ADJACENT TO PERMEABLE SURFACE WITH NO RUNOFF/OVERSPRAY)
 - SUBSURFACE OR LOW-VOLUME IRRIGATION WILL BE USED FOR IRREGULARLY SHAPED AREAS, OR AREAS LESS THAN 8 FEET IN WIDTH.
 - IRRIGATION DESIGN WILL MEET LOCAL AND STATE WATER CONSERVATION REQUIREMENTS.

Not to Scale

7.3 Building Massing Plan

The purpose of this section is to establish a cohesive building scale and mass within the Planned Development Overlay. The building massing guidelines contained herein are intended to ensure that the design of individual structures will be complementary within the development and with the adjacent community. The main objective is to encourage superior architectural design, while permitting the developer or designer flexibility to design a variety of products with their own unique identity and design integrity.

Roofs

House Roofs shall be either low slope (1"/ft. or less) or gabled/hip roofs with a 3:12 minimum slope.

Roof Overhangs

Sloped Roofs shall have a minimum 2' – 0" overhang.

Offsetting Planes

Offsetting Planes: The front building façade shall have at least two offsetting planes with an offset at the first floor of 5 ft. or more (exclusive of front porch or trellis) for 25 to 50% of the lot width. See Exhibit 10 & 12.

Front Porch or Trellis Requirement

Front Porch or Trellis Requirement: Each home shall have a front porch or trellis at the front entrance that extends at least 3 ft. closer to the street than the garage doors as measured to the vertical support. See Exhibit 11 & 13.

Outdoor Room

Each house shall have an exterior open space within the building setbacks. This outdoor room shall be 150 SF Minimum with a Minimum Dimension of 10 ft. and covered with a roof or building above. The Outdoor room is to be accessed by a minimum of 6 ft. of net clear opening width. See Exhibit 12 & 14.

Mechanical Equipment

Shall not be visible from the street.

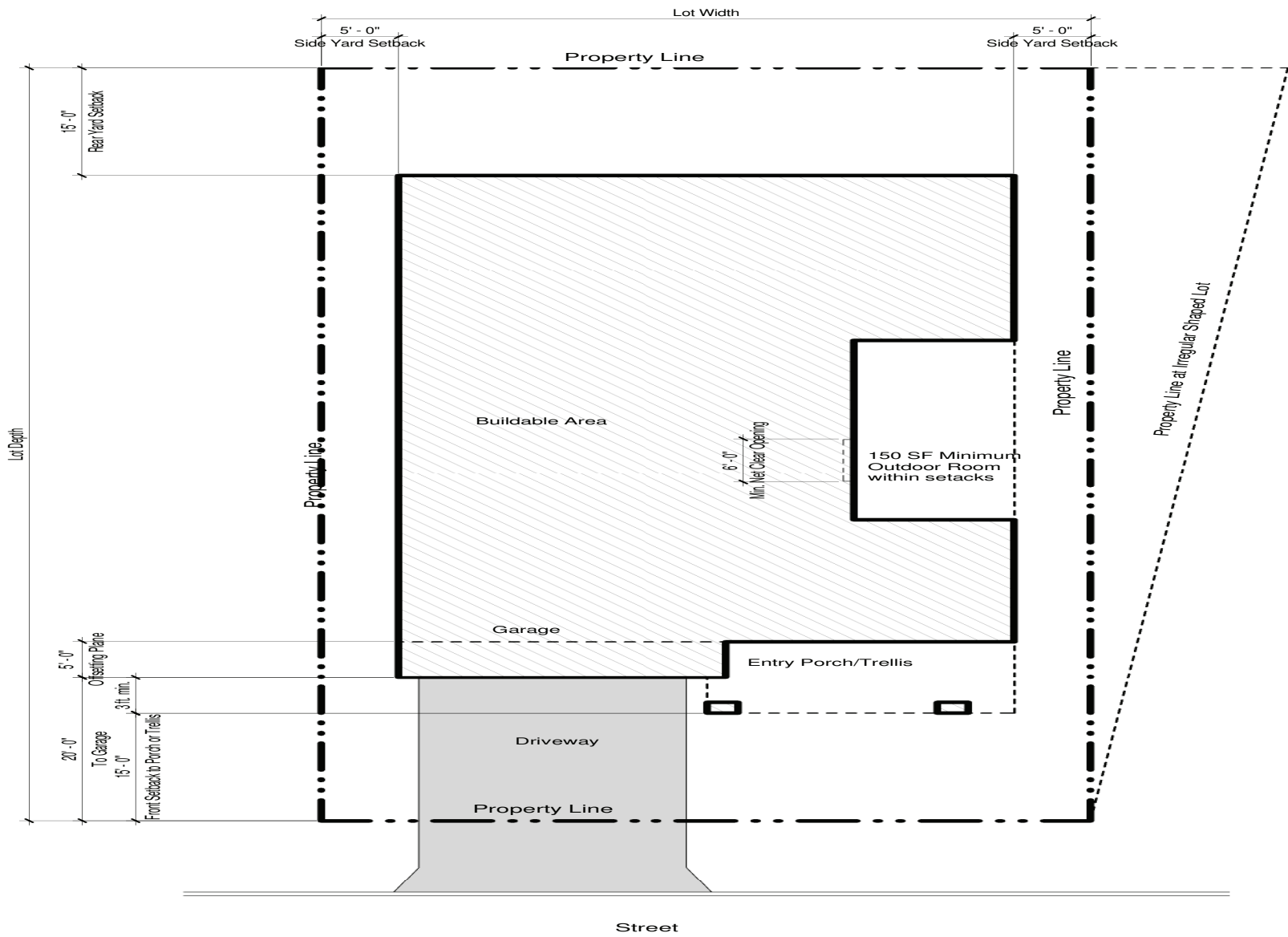
Photovoltaic Panels (Solar Panels)

Shall be screened behind parapets or mounted in the same plane as the roof structure.

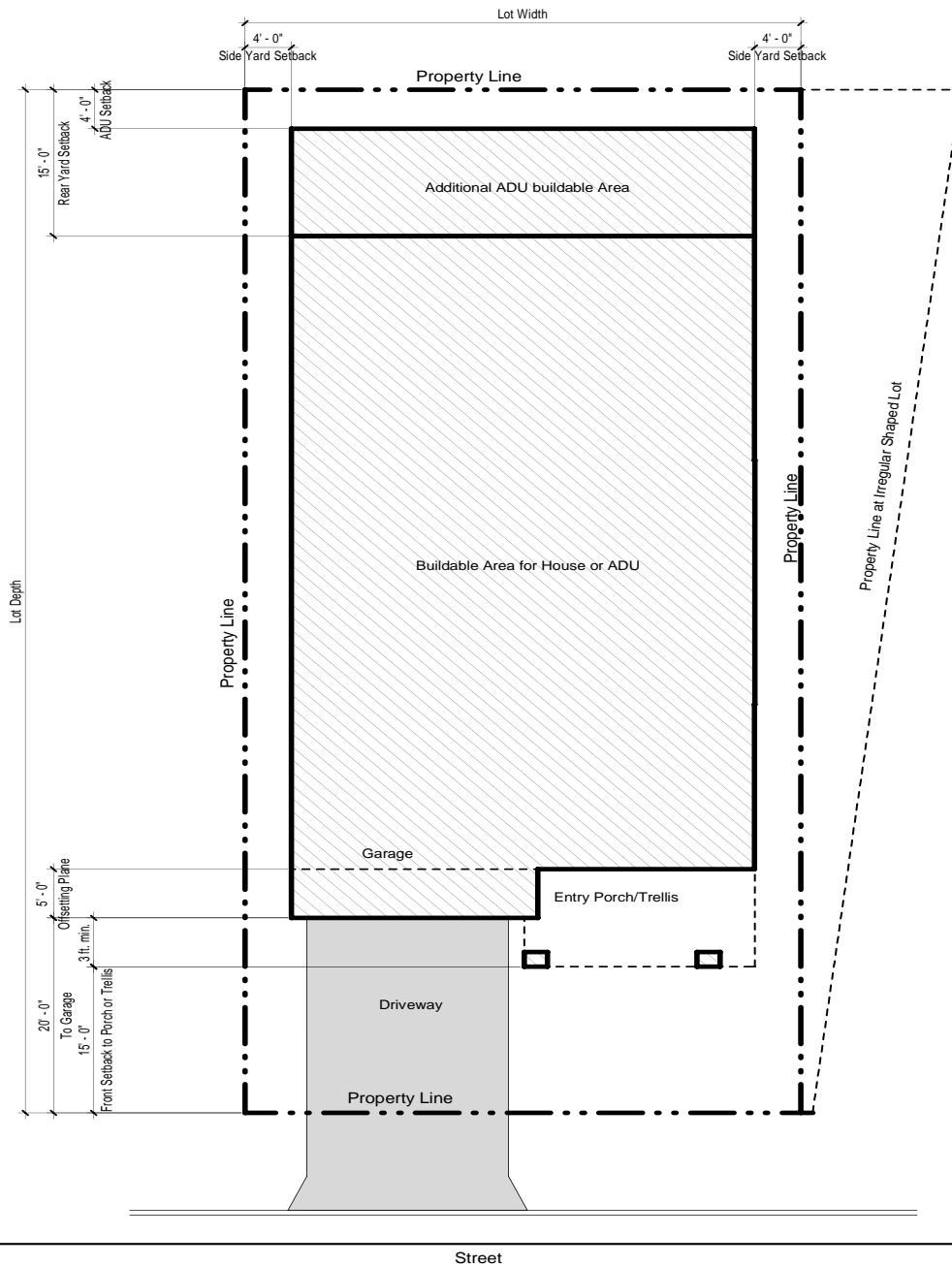
Building Accents

Each home shall have least one of the following accents that faces the street:

1. Trellis with 12" min. diameter round or 12"x18" min. rectangular exterior plaster columns, 4"x12" min. wood beams and 4"x4" min. secondary wood members. Trellises shall provide 25% shade, minimum, and/or
2. Arch with exterior plaster finish that is a semi-circle with a 5 ft. min. radius dimension. Flattened arches are not allowed.

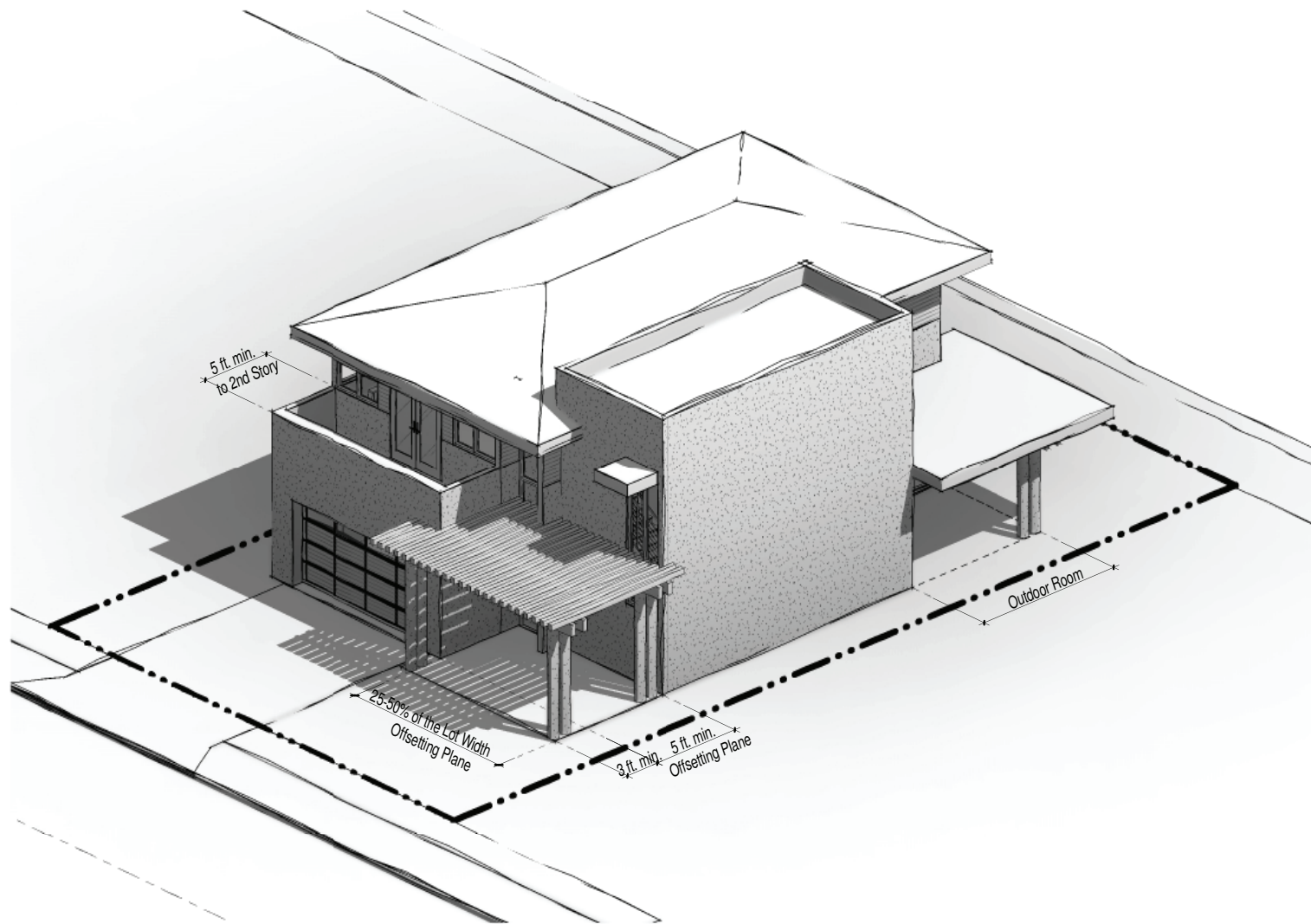


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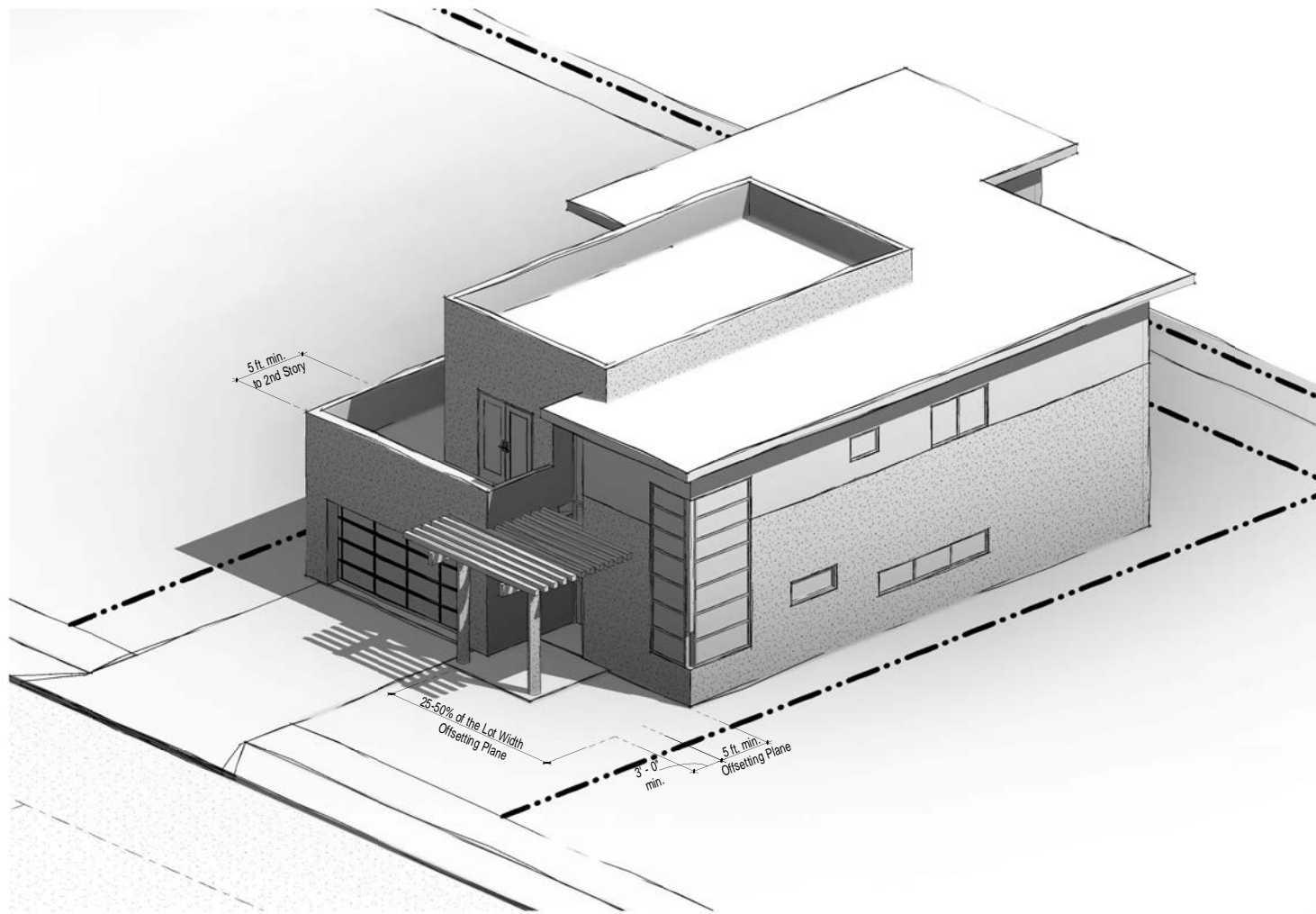


Not to Scale

Street



Not to Scale

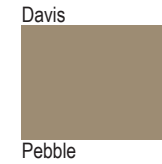


Not to Scale

Roofing (sloped)
'S' Tile



Exterior Concrete
Natural Finish



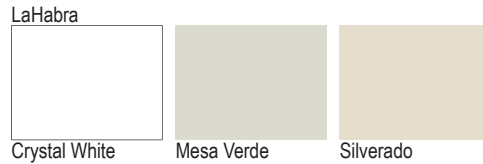
Roofing (flat)



Siding and Trim
Natural Finish
Cementitious w/ Wood Grain



Exterior Plaster
Finish - Santa Barbara



Fascia and Soffits



Windows and Doors



Trellises



Front and Garage
Wood Grain Doors



7.4 Architectural Theming

The purpose of this section is to establish the architectural character for the proposed development and set a framework of quality standards within which the developer/designer will be afforded the greatest possible opportunity for creativity. The design guidelines contained herein are intended to ensure that the design of individual structures will be responsive and complementary to the overall development and the adjacent community.

The main objective is to encourage superior architectural design, while permitting the developer/builder flexibility to design a variety of products with their own unique identity and design integrity. Plans have been submitted for typical architectural style in this document that are within the theme of California Mission/Spanish Architecture. The eventual builder can submit to the Architectural Review Committee with the detailed Elevations, Floorplans, and Colors for final approval. Exhibits 9, 10, 11, 12, 13 14, and 15 provide the broad outline of the architecture.

Specific architectural objectives are written below, and can be found in Exhibit 14 Materials Board:

Table 3. Exterior Finish Materials		
Roofing	Sloped	3:12 minimum shall be with clay or concrete barrel or ‘S’ tile roofing in earth tones
	Flat	Membrane Roofing ⁸
Wall Finishes	Exterior Plaster finish to be Santa Barbara.	
	Siding, where provided, is to be wood or cementitious with wood grain	
Windows	All windows to be recessed 2” minimum from face of exterior wall finish	
Garage Doors	Wood Grain with windows of at least 15% of door area	
Front Doors	Wood Grain	

7.5 Signs

Signage will be submitted to the Community Development Director or their designee for final approval and will provide the specifics to include the following:

Signage should be designed with appropriate scale and proportion and should relate visually to buildings and surroundings.

- Signs colors, materials, and lighting should be restrained and harmonious with the building and site to which it principally relates.
- The number of graphic elements on a sign should be limited to the necessary minimum and should be composed in proportion to the area of the sign face.
- Each sign should be compatible with signs on adjoining premises and should not compete for attention.

⁸ A low slope or flat roof consisting of single-ply material.



Not to Scale



Not to Scale



Not to Scale

- The type, location, height and size of signs shall be determined as a part of the permit and shall relate to the location and design of the PUD.

Exhibit 16 provides a conceptual view of the Entry Monument on Van Buren Street.



Not to Scale



Not to Scale

8. OPERATIONAL GUIDELINES

8.1 Maintenance

Open space and retention basin areas shall be maintained by the community's Homeowners Association (HOA). The Streets will be public and maintained by the city.

8.2 Other Rules and Guidelines

Asphalt and artificial turf: Use of asphalt or artificial turf will not be permitted for the purpose of surfacing driveways, sidewalks or other walkways.

Building Permits: No improvement requiring a permit or approval of any kind from any state or local governmental agency, department, bureau, or officer, may be constructed, installed, or used anywhere in the project unless the required permit(s) or approval(s) are obtained.

Codes, Covenants, and Restrictions: To be submitted to the City prior to recordation of the final map.

Clothes Lines: Must be located in rear or side yards, not more than 5-feet high and screened from view from neighboring lots and from any abutting streets, alleys, sidewalks, and walkways.

Fire Sprinklers: In accordance with City of Coachella Code Section 15.08.030, one- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

9. LIST OF PREPARERS

Madeline Luke
Assistant Planner
The Altum Group

Rich Malacoff, AICP
Principal Planner
The Altum Group

ORDINANCE NO. 1210

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE 24-01 THAT PROPOSES TO ADD THE PUD (PLANNED UNIT OVERLAY ZONE TO THE EXISTING R-C (REGIONAL COMMERCIAL) ZONE AMENDING THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED SOUTH OF AVENUE 50, NORTH OF AVENUE 51, WEST OF VAN BUREN STREET, THE PULTE GROUP, APPLICANT. (1st Reading)

WHEREAS, Joseph Rivani of Global Investment and Development filed applications on a vacant 19.2 acre project site located west of Van Buren Street, south of Avenue 51 and north of Avenue 52 (APN #'s 779-360-001); and,

WHEREAS, the City has processed Change of Zone 24-01 pursuant to the Coachella Municipal Code, the California Government Code, including a tribal consultation review period, and the California Environmental Quality Act of 1970 as amended; and,

WHEREAS, on April 17, 2024, the Planning Commission conducted a duly noticed public hearing on Change of Zone No. 24-01 in the City Council Chambers, 1515 6th Street, Coachella, California; and,

WHEREAS, the City Council of the City of Coachella finds that the applicant's request for Change of Zone No. 24-01 is internally consistent with the overall goals, objectives, policies and implementation measures of the Coachella General Plan 2035.

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

Section 1. That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone 24-01 Map marked "Exhibit A" from R-C (Regional Commercial) to Regional Commercial-Planned Unit Overlay (R-C-PUD) Zone on property located on property located west of Van Buren Street, south of Avenue 51 and north of Avenue 52 with the findings listed below:

Findings for Change of Zone 24-01:

1. The proposed change of zone is consistent with the intent and purpose of the City's General Plan in that the proposed Regional Commercial-Planned Unit Overlay zone (GN-PUD) allows the development of the proposed project that is in keeping with the goals and policies of the General Plan. The future uses permitted in the R-C-PUD zone are compatible with the surrounding areas and the levels of traffic characteristic of roads such as Van Buren Street, Avenue 51 and Avenue 52. The subject site is a 19.2-acre vacant parcel with adequate access and lot dimensions to allow for the intended single-family residential lot development in a manner consistent with the Regional Retail District land use designation of the General Plan and Regional Commercial-Planned Unit Development Zoning Designation. The project will substantially comply with the General Plan 2035 document which calls for high density residential development with a predominance of

small-lot, single-family residential neighborhoods.

2. The proposed change of zone is consistent with the intent and purposes of the R-C-PUD zoning district in that the proposed project will provide for a single-family home development consistent with the General Plan.

Section 2. SEVERABILITY

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

Section 3. EFFECTIVE DATE

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

Section 4. CERTIFICATION

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

PASSED AND APPROVED at a meeting of the City Council of the City of Coachella this 8th day of May 2024 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

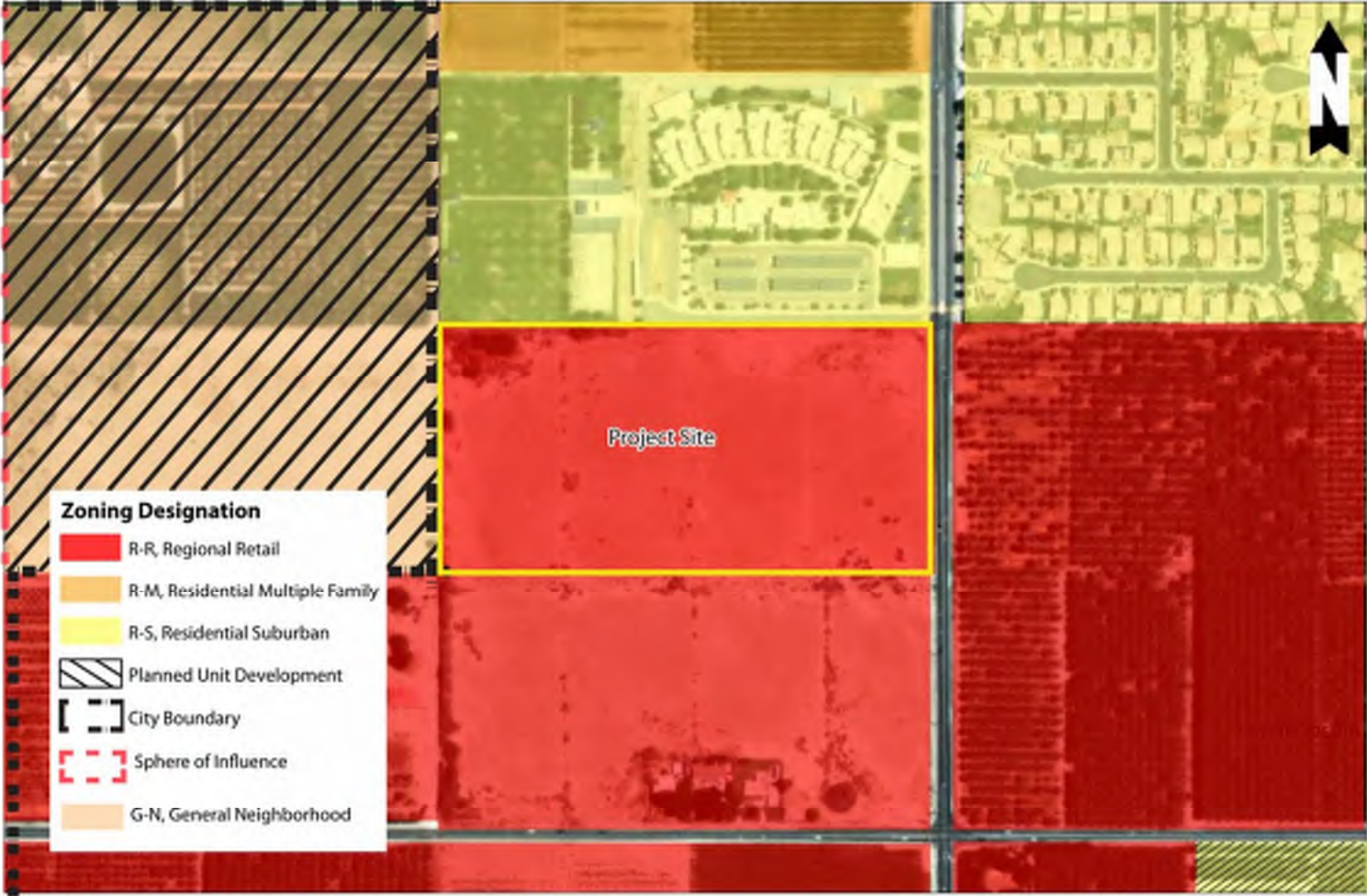
Steven Hernandez
 Mayor
 City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
 City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

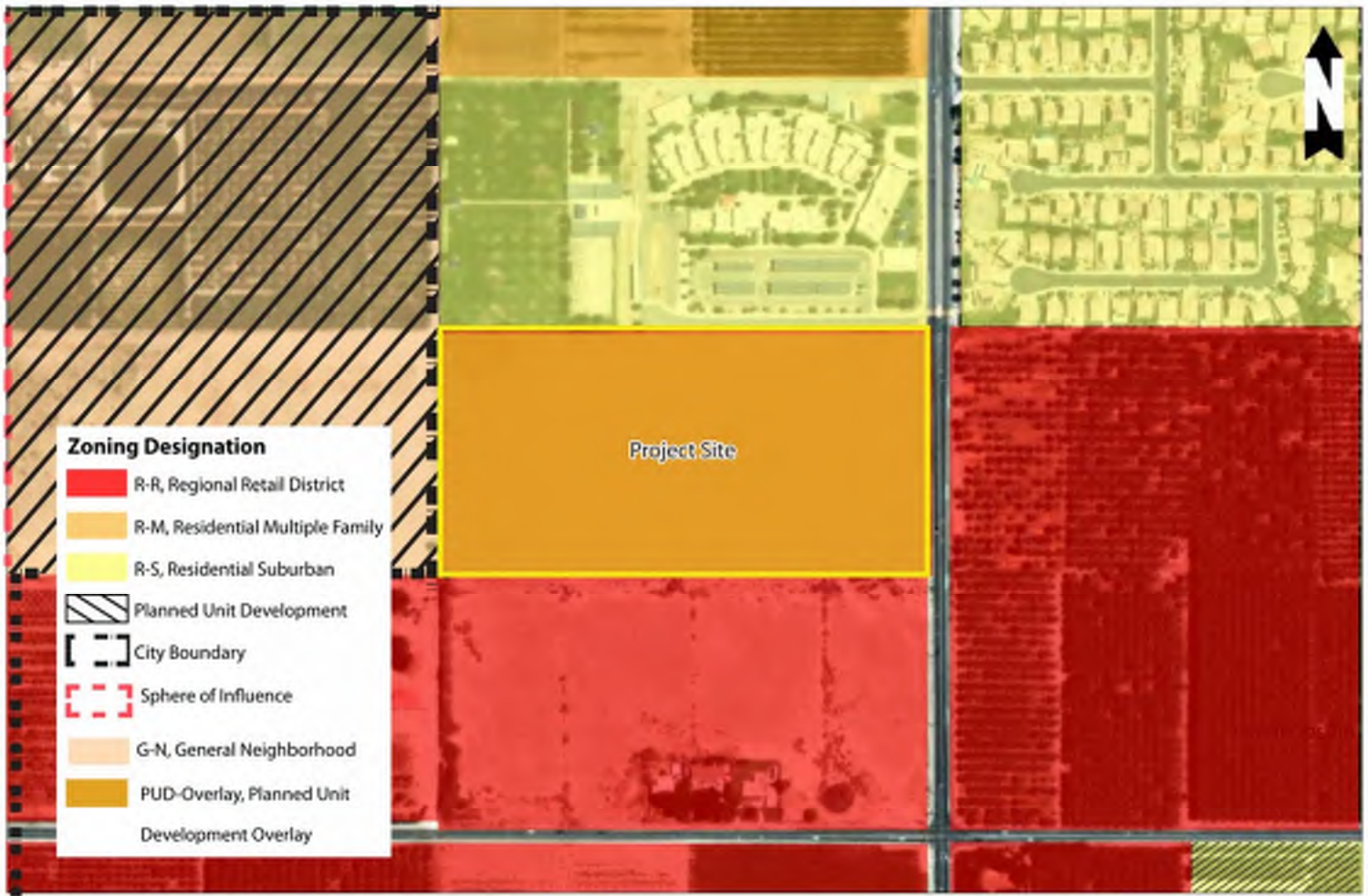


1 in = 0.07 mi



Existing Zoning
 Encanto Housing Development

Exhibit
 5



1 in = 0.07 mi



Proposed Zoning with Planned Unit Development Overlay
Encanto Housing Development

Exhibit
6

AGUA CALIENTE BAND OF CAHUILLA INDIANS

TRIBAL HISTORIC PRESERVATION



03-017-2022-005

March 04, 2024

[VIA EMAIL TO:gperez@coachella.org]
 City of Coachella
 Mr. Gabriel Perez
 53-990 Enterprise Way
 Coachella, CA 92236

Re: Encanto MND

Dear Mr. Gabriel Perez,

The Agua Caliente Band of Cahuilla Indians (ACBCI) appreciates your efforts to include the Tribal Historic Preservation Office (THPO) in the GPA No. 22-04 project. We have reviewed the documents and have the following comments:

*The presence of an approved Agua Caliente Native American Cultural Resource Monitor(s) during any ground disturbing activities (including archaeological testing and surveys). Should buried cultural deposits be encountered, the Monitor may request that destructive construction halt and the Monitor shall notify a Qualified Archaeologist (Secretary of the Interior's Standards and Guidelines) to investigate and, if necessary, prepare a mitigation plan for submission to the State Historic Preservation Officer and the Agua Caliente Tribal Historic Preservation Office.

*Please provide the Cultural Resources Report.

*At the bottom of page 2 in the IS/MND it states AB 52 will be initiated after the project is deemed complete. We received a consultation request in 2022, was that for a different project on the same property? Consultation should be done prior to a project's completion.

Again, the Agua Caliente appreciates your interest in our cultural heritage. If you have questions or require additional information, please call me at (760) 423-3485. You may also email me at ACBCI-THPO@aguacaliente.net.

Cordially,

Xitlaly Madrigal
 Cultural Resources Analyst
 Tribal Historic Preservation Office
 AGUA CALIENTE BAND
 OF CAHUILLA INDIANS

From: [Santos, Barbara](#)
To: [Gabriel Perez](#)
Cc: [Rull, Paul](#); [Vega, Jaqueline](#)
Subject: Encanto Tentative Tract Map - TTM38429; CZ 24-01; CUP 376
Date: February 26 24 3:33:15 PM
Attachments: [image001.wmz](#)
[image002.wmz](#)
[image003.png](#)

Hello Gabriel,

Thank you for transmitting the above reference project to ALUC for review. Please note that the proposed project is outside the airport influence area.

Should you have any questions, please contact Jackie Vega, ALUC Urban Regional Planner at (951) 955-0982.

Thanks,

Barbara Santos
Executive Assistant II

Confidentiality Disclaimer

This email is confidential and intended solely for the use of the individual(s) to whom it is addressed. The information contained in this message may be privileged and confidential and protected from disclosure. If you are not the author's intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this email in error please delete all copies, both electronic and printed, and contact the author immediately.

[County of Riverside California](#)



Yana Garcia
Secretary for
Environmental Protection

Department of Toxic Substances Control

Meredith Williams, Ph.D., Director
8800 Cal Center Drive
Sacramento, California 95826-3200



Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

March 6, 2024

Gabriel Perez
Development Services Director
City of Coachella
53990 Enterprise Way
Coachella, CA 92236
gperez@coachella.org

RE: MITIGATED NEGATIVE DECLARATION (MND) FOR THE ENCANTO HOUSING PROJECT 38429, DATED FEBRUARY 12, 2024 STATE CLEARINGHOUSE # [2024020432](#)

Dear Gabriel Perez,

The Department of Toxic Substances Control (DTSC) received a MND for the Encanto Housing Project 38429. The proposed Project will consist of 111 single-family homes with 81 having an attached accessory dwelling unit (ADU). Additionally, there will be associated site improvements on a currently vacant 19.2 acre property (APN 779-360-001) located in the City of Coachella, Riverside County, California. The Project site is located west of Van Buren Street, 1,000 feet north of 51st Avenue, and 600 feet to the south of 52nd Avenue. The development proposes 4,500 square foot minimum lot sizes and includes 111 residential units, on-site landscaping, interior roadways, open space, and on-site retention basin on the east portion of the site. Following our review of the Project, DTSC recommends consideration of the following comments:

1. DTSC recommends that all imported soil and fill material should be tested to ensure any contaminants of concern are within approved screening levels for

the intended land use. To minimize the possibility of introducing contaminated soil and fill material there should be documentation of the origins of the soil or fill material and, if applicable, sampling be conducted to ensure that the imported soil and fill material meets screening levels for the intended land use. The soil sampling should include analysis based on the source of the fill and knowledge of the prior land use.

2. In 3.10 and 3.10.1 of the Initial Study (Hazards and Hazardous Materials), there are no controls or mitigation measures mentioned in the event contaminants and/or hazards are encountered. If they are encountered, notify the Department of Toxic Substances Control or the Riverside County Department of Environmental Health of your findings to receive guidance on how to proceed and handle the hazardous waste.
3. If there are any recognized environmental conditions in the project area, then proper investigation, sampling and remedial actions overseen by the appropriate regulatory agencies should be conducted prior to the new development or any construction.

DTSC believes the City of Coachella must address these comments to determine if any significant impacts under the California Environmental Quality Act (CEQA) will occur and, if necessary, avoid significant impacts under CEQA.

DTSC appreciates the opportunity to comment on Encanto Housing Project 38429. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like any clarification on DTSC's comments, please respond to this letter or via [email](#) for additional guidance.

Sincerely,

Dave Kereazis

Dave Kereazis
Associate Environmental Planner
HWMP - Permitting Division – CEQA Unit
Department of Toxic Substances Control
Dave.Kereazis@dtsc.ca.gov

cc: (via email)

Governor's Office of Planning and
Research State Clearinghouse
State.Clearinghouse@opr.ca.gov

Tamara Purvis
Associate Environmental Planner
HWMP – Permitting Division - CEQA Unit
Department of Toxic Substances Control
Tamara.Purvis@dtsc.ca.gov

Scott Wiley
Associate Governmental Program Analyst
HWMP – Permitting Division - CEQA Unit
Department of Toxic Substances Control
Scott.Wiley@dtsc.ca.gov



March 11, 2024
Sent via email

Gabriel Perez
Development Services Director
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

Encanto Housing Project TTM 38429 (PROJECT)
Mitigated Negative Declaration (MND)
SCH# 2024020432

Dear Gabriel Perez:

The California Department of Fish and Wildlife (CDFW) received a Mitigated Negative Declaration (MND) from the City of Coachella (City) for the Project pursuant to the California Environmental Quality Act (CEQA) and CEQA guidelines.¹

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, we appreciate the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

CDFW ROLE

CDFW is California’s **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State. (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a).) CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. (*Id.*, § 1802.) Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on Projects and related activities that have the potential to adversely affect fish and wildlife resources.

¹CEQA is codified in the California Public Resources Code in section 21000 et seq. The “CEQA Guidelines” are found in Title 14 of the California Code of Regulations, commencing with section 15000.

Gabriel Perez, Development Services Director
 City of Coachella
 March 11, 2024
 Page 2

CDFW is also submitting comments as a **Responsible Agency** under CEQA. (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381.) CDFW expects that it may need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority. (Fish & G. Code, § 1600 et seq.) Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the Project proponent may seek related take authorization as provided by the Fish and Game Code.

PROJECT DESCRIPTION SUMMARY

Proponent: Joseph Rivani

Objective: The proposed Project will consist of 111 residential units, on-site landscaping, interior roadways, open space, and on-site retention basin on the east portion of the site on a currently vacant 19.2-acre property. The eastern portion of the proposed Project would include a landscaped turf park, retention basin, along with two landscaped walking paths on both the northeast and southeast of the site. Internal concrete walkways throughout the site will be lit by streetlights. Security lighting will also be installed and dispersed throughout the roadways and any designated walkways, and these would provide new sources of nighttime lighting. Project access will be provided along the site's eastern frontage along Van Buren Street.

Location: The proposed Project is located west of Van Buren Street, 1,000 feet north of 51st Avenue, and 600 feet to the south of 52nd Avenue on a currently vacant 19.2-acre property (APN 779-360-001) located in the City of Coachella, Riverside County, California.

Timeframe: The MND does not indicate a timeline for the start of Project construction. Project construction is expected to take approximately 1.5 years.

COMMENTS AND RECOMMENDATIONS

CDFW has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species (i.e., biological resources). CDFW offers the comments and recommendations below to assist the City in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct and indirect impacts on fish and wildlife (biological) resources. The MND has not adequately identified and disclosed the Project's impacts (i.e., direct, indirect, and cumulative) on biological resources and whether those impacts are reduced to less than significant.

Gabriel Perez, Development Services Director
City of Coachella
March 11, 2024
Page 3

CDFW's comments and recommendations on the MND are explained in greater detail below and summarized here. CDFW is concerned that the MND does not adequately identify or mitigate the Project's significant, or potentially significant, impacts to biological resources. CDFW also concludes that the MND lacks sufficient information to facilitate a meaningful review by CDFW, including a complete and accurate assessment of biological resources on the Project site and an incomplete Project description. CDFW requests that additional information and analyses be added to a revised MND, along with avoidance, minimization, and mitigation measures that avoid or reduce impacts to less than significant.

Project Description

Compliance with CEQA is predicated on a complete and accurate description of the proposed Project. Without a complete and accurate Project description, the MND likely provides an incomplete assessment of Project-related impacts to biological resources. CDFW has identified gaps in information related to the Project description.

The MND lacks an adequate discussion of plans for artificial nighttime lighting. CDFW requests that the MND is revised to include design plans for artificial nighttime lighting and lighting specifications. Artificial nighttime lighting can negatively impact biological resources in a variety of ways as discussed in the Artificial Nighttime Lighting section below. To conduct a meaningful review and provide biological expertise on how to protect biological resources, CDFW requires a complete and accurate Project description.

Existing Environmental Setting

Compliance with CEQA is predicated on a complete and accurate description of the environmental setting that may be affected by the proposed Project. CDFW is concerned that the assessment of the existing environmental setting has not been adequately analyzed in the MND. CDFW is concerned that without a complete and accurate description of the existing environmental setting, the MND may provide an incomplete analysis of Project-related environmental impacts.

The MND lacks a complete assessment of biological resources within the Project site and surrounding area specifically as it relates to burrowing owl (*Athene cunicularia*). A complete and accurate assessment of the environmental setting and Project-related impacts to burrowing owl is needed to both identify appropriate avoidance, minimization, and mitigation measures and demonstrate that these measures reduce Project impacts to less than significant.

Mitigation Measures

CEQA requires that an MND include mitigation measures to avoid or reduce significant

Gabriel Perez, Development Services Director
City of Coachella
March 11, 2024
Page 4

impacts. CDFW is concerned that the mitigation measures proposed in the MND are not adequate to avoid or reduce impacts to biological resources to below a level of significance. To support the City in ensuring that Project impacts to biological resources are reduced to less than significant, CDFW recommends adding mitigation measures for burrowing owl, artificial nighttime lighting, Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) compliance, as well as revising the mitigation measure for nesting birds.

1) Nesting Birds

It is the Project proponent's responsibility to comply with all applicable laws related to nesting birds and birds of prey. Fish and Game Code sections 3503, 3503.5, and 3513 afford protective measures as follows: section 3503 states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. § 703 et seq.).

Page 5 of the Project's Biological Resources Assessment indicates that the "project site has the potential to provide suitable nesting habitat for year-round and seasonal avian residents, as well as migrating songbirds that could occur in the area that are adapted to urban environments." The MND includes Mitigation Measures BIO-1 for nesting birds, which indicates that "in order to reduce impacts to nesting birds located at the proposed Project site, a pre-construction nesting bird clearance survey shall be conducted by the proposed Project Applicant at the site prior to ground disturbance." CDFW considers the Mitigation Measure BIO-1 to be insufficient in scope and timing to reduce impacts to nesting birds to less than significant. CDFW is concerned about impacts to nesting birds including loss of nesting/foraging habitat and potential take from ground-disturbing activities and construction. Conducting work outside the peak nesting season is an important avoidance and minimization measure. CDFW also recommends the completion of nesting bird surveys *regardless* of the time of year to ensure that impacts to nesting birds are avoided. The timing of the nesting season varies greatly depending on several factors, such as bird species, weather conditions in any given year, and long-term climate changes (e.g., drought, warming, etc.). In response to warming, birds have been reported to breed earlier, thereby reducing temperatures that nests are exposed to during breeding and tracking shifts in availability

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of resources (Socolar et al., 2017²). CDFW staff have observed that climate change conditions may result in nesting bird season occurring earlier and later in the year than historical nesting season dates. CDFW recommends that disturbance of occupied nests of migratory birds and raptors within the Project site and surrounding area be avoided any time birds are nesting on-site. CDFW therefore recommends the completion of nesting bird surveys *regardless of the time of year* to ensure compliance with all applicable laws pertaining to nesting and migratory birds.

CDFW recommends the City revise Mitigation Measure BIO-1 with the following additions in **bold** and removals in ~~strikethrough~~:

Mitigation Measure BIO-1: Nesting Birds

Regardless of the time of year, nesting bird surveys shall be performed by a qualified avian biologist no more than 3 days prior to vegetation removal or ground-disturbing activities. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the pre-construction nesting bird surveys, a qualified biologist shall establish an appropriate nest buffer to be marked on the ground. Nest buffers are species specific and shall be at least 300 feet for passerines and 500 feet for raptors. A smaller or larger buffer may be determined by the qualified biologist familiar with the nesting phenology of the nesting species and based on nest and buffer monitoring results. Construction activities may not occur inside the established buffers, which shall remain on site until a qualified biologist determines the young have fledged or the nest is no longer active. Active nests and adequacy of the established buffer distance shall be monitored daily by the qualified biologist until the qualified biologist has determined the young have fledged or the Project has been completed. The qualified biologist has the authority to stop work if nesting pairs exhibit signs of disturbance. ~~In order to reduce impacts to nesting birds located at the proposed Project site, a pre-construction nesting bird clearance survey shall be conducted by the proposed Project Applicant at the site prior to ground disturbance.~~

Pursuant to the CEQA Guidelines, section 15097(f), CDFW has prepared a draft mitigation monitoring and reporting program (MMRP) for revised MM BIO-1 as well as CDFW-recommended MM BIO-[A], MM BIO-[B], and MM BIO-[C].

² Socolar JB, Epanchin PN, Beissinger SR and Tingley MW (2017). Phenological shifts conserve thermal niches. Proceedings of the National Academy of Sciences 114(49): 12976-12981.

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2) *Burrowing Owl*

Burrowing owl is a California Species of Special Concern. Take of individual burrowing owls and their nests is defined by Fish and Game Code section 86, and prohibited by sections 3503, 3503.5, and 3513. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. § 703 et seq.). Take is defined in Fish and Game Code section 86 as “hunt, pursue, catch, capture or kill, or attempt to hunt, pursue, catch, capture or kill.”

Table D-1 in the MND indicates that burrowing owl have a low potential to occur onsite, and “the project site provides line of-sight observations favored by burrowing owls and limited suitable burrows (>4 inches) were observed during the field investigation. However, the site is surrounded by tall trees and utility poles that provide perching opportunities for large raptors that prey on burrowing owls and there are no corridors connecting the site to known occupied areas.” CDFW notes that utility poles only exist along the eastern edge of the Project site, and the only tall trees on the Project site are limited to several in the northwest corner. It does not appear that perching habitat for burrowing owl predators would be a significant factor in limiting the occupancy of burrowing owls across the large 19-acre site. CDFW also notes that in California, preferred habitat for burrowing owl is generally typified by short, sparse vegetation with few shrubs,³ and that burrowing owls may occur in ruderal grassy fields, vacant lots, and pastures if the vegetation structure is suitable and there are useable burrows and foraging habitat proximity.⁴ In addition, burrowing owls frequently move into disturbed areas prior to and during construction activities since they are adapted to highly modified habitats^{5,6} Page 5 of the Biological Resources Assessment indicates that California ground squirrel (*Otospermophilus beecheyi*) were detected during the field investigation. In California, California ground squirrel burrows are frequently used by burrowing owls⁷. The Project site contains suitable habitat for burrowing owl, and burrowing owl have the potential to move onto the Project site before the start of Project construction.

³ Haug, E. A., B. A. Millsap, and M. S. Martell. 1993. Burrowing owl (*Speotyto cunicularia*), in A. Poole and F. Gill, editors, *The Birds of North America*, The Academy of Natural Sciences, Philadelphia, Pennsylvania, and The American Ornithologists' Union, Washington, D.C., USA.

⁴ Gervais, J. A., D. K. Rosenberg, R. G. Anthony. 2003. Space use and pesticide exposure risk of male burrowing owls in an agricultural landscape. *Journal of Wildlife Management* 67: 155-164.

⁵ Chipman, E. D., N. E. McIntyre, R. E. Strauss, M. C. Wallace, J. D. Ray, and C. W. Boal. 2008. Effects of human land use on western burrowing owl foraging and activity budgets. *Journal of Raptor Research* 42(2): 87-98.

⁶ Coulombe, H. N. 1971. Behavior and population ecology of the Burrowing Owl, *Speotyto cunicularia*, in the Imperial Valley of California. *Condor* 73:162-176.

⁷ Ronan, N. A. 2002. Habitat selection, reproductive success, and site fidelity of burrowing owls in a grassland ecosystem. Thesis, Oregon State University, Corvallis, Oregon, USA.

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CDFW is also concerned about the limited information provided in the MND and its supporting documents regarding surveys for burrowing owl. Regarding survey methods, the Biological Resources Assessment indicates that the field assessment “inventoried and evaluated the extent and conditions of the plant communities found within the boundaries of the project site and a 200-foot buffer on March 10, 2022. Plant communities identified on aerial photographs during the literature review were verified by walking meandering transects through the plant communities and along boundaries between plant communities.” The Project’s Biological Resources Assessment does not indicate if a habitat assessment for burrowing owl was conducted or how surveys for burrowing owl were implemented during the field survey on March 10, 2022. The MND and supporting documentation also lack the findings of a burrowing owl survey, such as a map showing the locations of suitable burrows for burrowing owl.

Given the MND’s lack of discussion on survey methods for burrowing owl and lack of findings from a recent habitat assessment and surveys for burrowing owl following the guidelines in the *Staff Report on Burrowing Owl Mitigation*, the number of suitable and occupied burrows within the Project site and surrounding areas is unknown. The Biological Resources Assessment indicates that “limited suitable burrows (>4 inches) were observed” (Table D-1 of the MND). Because suitable habitat for burrowing owls exists within the Project site, CDFW recommends the MND is revised to include the findings of focused surveys for burrowing owl following guidelines outlined in the *Staff Report on Burrowing Owl Mitigation*⁷. Focused surveys for burrowing owl provide information needed to determine the potential effects of proposed projects and activities on burrowing owls, and to avoid take in accordance with Fish and Game Code sections 86, 3503, 3503.5, and 3513. If focused surveys confirm occupied burrowing owl habitat in or adjacent to the Project area, CDFW recommends that the MND is revised to include an impact assessment per guidelines in the Staff Report on Burrowing Owl Mitigation. Impact assessments evaluate the extent to which burrowing owls and their habitat may be impacted, directly or indirectly, on and within a reasonable distance of the proposed Project. Focused surveys and an impact assessment will also inform appropriate avoidance, minimization, and mitigation measures for the Project and help demonstrate that impacts to burrowing owls are less than significant.

The MND lacks avoidance and minimization measures for burrowing owl and a mitigation measure for burrowing owl. To support the City in reducing impacts to burrowing owl to a level less than significant, CDFW recommends that the City add the following mitigation measure to a revised MND:

Mitigation Measure BIO-[A]: Burrowing Owl Surveys

Suitable burrowing owl habitat has been confirmed on the site; therefore, focused burrowing owl surveys shall be conducted by a qualified biologist according to

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the *Staff Report on Burrowing Owl Mitigation* prior to vegetation removal or ground-disturbing activities. If burrowing owls are detected during the focused surveys, the qualified biologist and Project proponent shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval prior to commencing Project activities. The Burrowing Owl Plan shall describe proposed avoidance, minimization, mitigation, and monitoring actions. The Burrowing Owl Plan shall include the number and location of occupied burrow sites, acres of burrowing owl habitat that will be impacted, details of site monitoring, and details on proposed buffers and other avoidance measures if avoidance is proposed. If impacts to occupied burrowing owl habitat or burrow cannot be avoided, the Burrowing Owl Plan shall also describe minimization and relocation actions that will be implemented. Proposed implementation of burrow exclusion and closure should only be considered as a last resort, after all other options have been evaluated as exclusion is not in itself an avoidance, minimization, or mitigation method and has the possibility to result in take. If impacts to occupied burrows cannot be avoided, information shall be provided regarding adjacent or nearby suitable habitat available to owls along with proposed relocation actions. The Project proponent shall implement the Burrowing Owl Plan following CDFW and USFWS review and approval.

Preconstruction burrowing owl surveys shall be conducted no less than 14 days prior to the start of Project-related activities and within 24 hours prior to ground disturbance, in accordance with the *Staff Report on Burrowing Owl Mitigation* (2012 or most recent version). Preconstruction surveys should be performed by a qualified biologist following the recommendations and guidelines provided in the *Staff Report on Burrowing Owl Mitigation*. If the preconstruction surveys confirm occupied burrowing owl habitat, Project activities shall be immediately halted. The qualified biologist shall coordinate with CDFW and prepare a Burrowing Owl Plan that shall be submitted to CDFW and USFWS for review and approval prior to commencing Project activities.

3) *Artificial Nighttime Lighting*

The Proposed project will result in new sources of artificial nighttime lighting. Page 13 of the MND indicates that “security lighting will also be installed and dispersed throughout the roadways and any designated walkways, and these would provide new sources of nighttime lighting”. The MND lacks any additional details on the Project’s lighting plans and lighting specifications or additional avoidance and minimization measures associated with artificial nighttime lighting. The Project is located adjacent to open-space areas to the west and south and agricultural areas to the east and northwest—areas that provide suitable nesting, roosting, foraging, and refugia habitat for birds, migratory birds that fly at night, bats, other nocturnal and crepuscular wildlife.

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Agricultural areas to the east and northwest of the Project site comprise date palm (*Phoenix dactylifera*) orchards. In California, western yellow bats (*Lasiurus xanthinus*; California Species of Special Concern; CVMSHCP Covered Species) appear to roost exclusively in the skirts of dead fronds of both native and non-native palm trees and appear to be limited in their distribution by availability of palm habitat.⁸ Western yellow bats likely form small maternity groups in palm trees.⁹ Some individuals or populations may be migratory, although some individuals appear to be present year-round, even in the northernmost portion of the range including southern California. Table D-1 in the MND indicates that “date palms orchards and water detention basin to the northwest provide suitable foraging habitat and potential roosting opportunities” for western yellow bats. Birds like hooded oriole (*Icterus cucullatus*) primarily nest in palm trees and build hanging nests on the undersides of palm fronds¹⁰. The open-space areas to the south of the Project site include vegetation that provides suitable habitat for nesting birds.

The Project’s proposed artificial nighttime lighting has the potential to significantly and adversely affect wildlife in the open-space and agricultural areas adjacent to the Project site. Artificial lighting alters ecological processes including, but not limited to, the temporal niches of species; the repair and recovery of physiological function; the measurement of time through interference with the detection of circadian and lunar and seasonal cycles; the detection of resources and natural enemies; and navigation¹¹. Many species use photoperiod cues for communication (e.g., bird song¹²), determining when to begin foraging¹³, behavioral thermoregulation¹⁴, and migration¹⁵. Phototaxis, a phenomenon that results in attraction and movement towards light, can disorient, entrap, and temporarily blind wildlife species that experience it⁸.

CDFW recommends the MND is revised to include an analysis of the direct, indirect, and cumulative impacts of artificial nighttime lighting expected to adversely affect biological resources within open-space and agricultural areas adjacent to the Project site. CDFW also recommends the MND is revised to include lightning design plans and

⁸ Bolster, B.C., Bolster, B.C., (ed.). 1998. Terrestrial Mammal Species of Special Concern in California. Draft Final Report. May. Sacramento, CA. Prepared by Paul W. Collins. Prepared for California Department of Fish and Game, Nongame Bird and Mammal Conservation Program, Sacramento, CA.

⁹ Life History Account for Western Yellow Bat, California Department of Fish and Wildlife, February 2008.

¹⁰ Garrett, K., and J. Dunn. 1981. Birds of southern California. Los Angeles Audubon Soc., Los Angeles.

¹¹ Gatson, K. J., Bennie, J., Davies, T., Hopkins, J. 2013. The ecological impacts of nighttime light pollution: a mechanistic appraisal. Biological Reviews, 88.4: 912-927.

¹² Miller, M. W. 2006. Apparent effects of light pollution on singing behavior of American robins. The Condor 108:130–139.

¹³ Stone, E. L., G. Jones, and S. Harris. 2009. Street lighting disturbs commuting bats. Current Biology 19:1123–1127.

¹⁴ Beiswenger, R. E. 1977. Diet patterns of aggregative behavior in tadpoles of *Bufo americanus*, in relation to light and temperature. Ecology 58:98–108.

¹⁵ Longcore, T., and C. Rich. 2004. Ecological light pollution - Review. Frontiers in Ecology and the Environment 2:191–198.

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lighting specifications to allow CDFW to conduct a meaningful review and provide appropriate biological expertise. Also, the MND lacks a mitigation measure for artificial nighttime lighting. To support the City in avoiding or reducing impacts of artificial nighttime lighting on biological resources to less than significant, CDFW recommends that the City add the following mitigation measure to a revised MND:

Mitigation Measure BIO-[B]: Artificial Nighttime Lighting

Throughout construction and the lifetime operations of the Project, the City of Coachella and Project proponent shall eliminate all nonessential lighting throughout the Project area and avoid or limit the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. The City of Coachella and Project proponent shall ensure that all lighting for the Project is fully shielded, cast downward and directed away from surrounding open-space and agricultural areas, reduced in intensity to the greatest extent possible, and does not result in lighting trespass including glare into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at <http://darksky.org/>). The City of Coachella and Project proponent shall ensure use of LED lighting with a correlated color temperature of 3,000 Kelvins or less, proper disposal of hazardous waste, and recycling of lighting that contains toxic compounds with a qualified recycler.

4) Coachella Valley Multiple Species Habitat Conservation Plan

Local Development Mitigation Fee

The Project is located within the CVMSHCP Plan Boundary and outside of a Conservation Area. Page 9 of the Project's Biological Resources Assessment indicates that "with implementation of these measures, and payment of the CVMSHCP mitigation fee, the proposed project would be fully consistent with the biological goals and objectives of the CVMSHCP." To document the City's obligation as a Local Permittee under the CVMSHCP to impose a local development mitigation fee for this Project, CDFW recommends the City add the following mitigation measure to a revised MND:

Mitigation Measure BIO-[C]: CVMSHCP Compliance

Prior to construction and issuance of any grading permit, the City of Coachella shall ensure compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) and its associated Implementing Agreement and shall ensure the collection of payment of the CVMSHCP Local Development Mitigation Fee and transfer of revenues to the Coachella Valley Conservation Commission.

5) Landscaping

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Page 37 of the MND indicates that the Project “shall only use drought-tolerant landscaping”. No other details are provided in the MND on the Project’s proposed landscaping plans. CDFW recommends incorporation of water-wise concepts in any Project landscape design plans. In particular, CDFW recommends xeriscaping with locally native California species and installing water-efficient and targeted irrigation systems (such as drip irrigation). Native plants support butterflies, birds, reptiles, amphibians, small mammals, bees, and other pollinators that evolved with those plants. More information on native plants suitable for the Project location and nearby nurseries is available at Calscape: <https://calscape.org/>. Local water agencies/cities and resource conservation cities in your area may be able to provide information on plant nurseries that carry locally native species, and some facilities display drought-tolerant locally native species demonstration gardens. Information on drought-tolerant landscaping and water-efficient irrigation systems is available on California’s Save our Water website: <https://saveourwater.com/>. CDFW also recommends that the MND include recommendations regarding landscaping from Section 4.0 of the CVMSHCP “Table 4-112: Coachella Valley Native Plants Recommended for Landscaping” (pp. 4-180 to 4-182; <https://cvmshcp.org/plan-documents/>).

ENVIRONMENTAL DATA

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e).) Accordingly, please report any special status species and natural communities detected during Project surveys to the California Natural Diversity Database (CNDDDB). The CNDDDB field survey form can be filled out and submitted online at the following link: <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. The types of information reported to CNDDDB can be found at the following link: <https://www.wildlife.ca.gov/Data/CNDDDB/Plants-and-Animals>.

ENVIRONMENTAL DOCUMENT FILING FEES

The Project, as proposed, would have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required in order for the underlying Project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089.)

CONCLUSION

CDFW appreciates the opportunity to comment on the MND to assist the City in identifying and mitigating Project impacts to biological resources. CDFW concludes that

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the MND does not adequately identify or mitigate the Project's significant, or potentially significant, impacts to biological resources. CDFW also concludes that the MND lacks sufficient information for a meaningful review of impacts to biological resources, including a complete assessment of biological resources and Project description. The CEQA Guidelines indicate that recirculation is required when insufficient information in the MND precludes a meaningful review (§ 15088.5) or when a new significant effect is identified and additional mitigation measures are necessary (§ 15073.5). CDFW recommends that a revised MND, including a complete assessment of biological resources and Project description, be recirculated for public comment. CDFW also recommends that revised and additional mitigation measures and analysis as described in this letter be added to a revised MND.

CDFW personnel are available for consultation regarding biological resources and strategies to avoid and minimize impacts. Questions regarding this letter or further coordination should be directed to Jacob Skaggs, Senior Environmental Scientist Specialist, at jacob.skaggs@wildlife.ca.gov.

Sincerely,

DocuSigned by:

84F92FFEEFD24C8...

Kim Freeburn
Environmental Program Manager

Attachment 1: MMRP for CDFW-Proposed Mitigation Measures

ec:

Heather Brashear, Senior Environmental Scientist (Supervisor), CDFW
Heather.Brashear@Wildlife.ca.gov

Office of Planning and Research, State Clearinghouse, Sacramento
state.clearinghouse@opr.ca.gov

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ATTACHMENT 1: MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

Mitigation Measures	Timing and Methods	Responsible Parties
<p>Mitigation Measure BIO-1: Nesting Birds</p> <p>Regardless of the time of year, nesting bird surveys shall be performed by a qualified avian biologist no more than 3 days prior to vegetation removal or ground-disturbing activities. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the pre-construction nesting bird surveys, a qualified biologist shall establish an appropriate nest buffer to be marked on the ground. Nest buffers are species specific and shall be at least 300 feet for passerines and 500 feet for raptors. A smaller or larger buffer may be determined by the qualified biologist familiar with the nesting phenology of the nesting species and based on nest and buffer monitoring results. Construction activities may not occur inside the established buffers, which shall remain on site until a qualified biologist determines the young have fledged or the nest is no longer active. Active nests and adequacy of the established buffer distance shall be monitored daily by the qualified biologist until the qualified biologist has determined the young have fledged or the Project has been completed. The qualified biologist has the authority to stop work if nesting pairs exhibit signs of disturbance.</p>	<p>Timing: No more than 3 days prior to vegetation removal or ground-disturbing activities.</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: City of Coachella and Project proponent</p> <p>Monitoring and Reporting: City of Coachella</p>
<p>Mitigation Measure BIO-[A]: Burrowing Owl Surveys</p> <p>Suitable burrowing owl habitat has been confirmed on the site; therefore, focused burrowing owl surveys shall be conducted by a qualified biologist according to the <i>Staff Report on Burrowing Owl Mitigation</i> prior to vegetation removal or ground-disturbing activities. If burrowing owls are detected during the focused surveys, the qualified biologist and Project proponent shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval prior to commencing Project activities. The</p>	<p>Timing: Focused surveys: Prior to vegetation removal or ground-disturbing activities. Pre-construction surveys: No less than 14 days prior to start of Project-related activities and within 24</p>	<p>Implementation: City of Coachella and Project proponent</p> <p>Monitoring and Reporting: City of Coachella</p>

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<p>Burrowing Owl Plan shall describe proposed avoidance, minimization, mitigation, and monitoring actions. The Burrowing Owl Plan shall include the number and location of occupied burrow sites, acres of burrowing owl habitat that will be impacted, details of site monitoring, and details on proposed buffers and other avoidance measures if avoidance is proposed. If impacts to occupied burrowing owl habitat or burrow cannot be avoided, the Burrowing Owl Plan shall also describe minimization and relocation actions that will be implemented. Proposed implementation of burrow exclusion and closure should only be considered as a last resort, after all other options have been evaluated as exclusion is not in itself an avoidance, minimization, or mitigation method and has the possibility to result in take. If impacts to occupied burrows cannot be avoided, information shall be provided regarding adjacent or nearby suitable habitat available to owls along with proposed relocation actions. The Project proponent shall implement the Burrowing Owl Plan following CDFW and USFWS review and approval.</p> <p>Preconstruction burrowing owl surveys shall be conducted no less than 14 days prior to the start of Project-related activities and within 24 hours prior to ground disturbance, in accordance with the <i>Staff Report on Burrowing Owl Mitigation (2012 or most recent version)</i>. Preconstruction surveys should be performed by a qualified biologist following the recommendations and guidelines provided in the <i>Staff Report on Burrowing Owl Mitigation</i>. If the preconstruction surveys confirm occupied burrowing owl habitat, Project activities shall be immediately halted. The qualified biologist shall coordinate with CDFW and prepare a Burrowing Owl Plan that shall be submitted to CDFW and USFWS for review and approval prior to commencing Project activities.</p>	<p>hours prior to ground disturbance.</p> <p>Methods: See Mitigation Measure</p>	
<p>Mitigation Measure BIO-[B]: Artificial Nighttime Lighting</p> <p>Throughout construction and the lifetime operations of the Project, the City of Coachella and Project proponent shall eliminate all nonessential lighting throughout the Project area and avoid or limit the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. The City of Coachella and Project proponent shall ensure that all lighting for the Project is fully shielded, cast downward and directed away from</p>	<p>Timing: Throughout construction and the lifetime operations of the Project.</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: City of Coachella and Project proponent</p> <p>Monitoring and Reporting: City of Coachella</p>

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<p>surrounding open-space and agricultural areas, reduced in intensity to the greatest extent possible, and does not result in lighting trespass including glare into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at http://darksky.org/). The City of Coachella and Project proponent shall ensure use of LED lighting with a correlated color temperature of 3,000 Kelvins or less, proper disposal of hazardous waste, and recycling of lighting that contains toxic compounds with a qualified recycler.</p>		
<p>Mitigation Measure BIO-[C]: CVMSHCP Compliance</p> <p>Prior to construction and issuance of any grading permit, the City of Coachella shall ensure compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) and its associated Implementing Agreement and shall ensure the collection of payment of the CVMSHCP Local Development Mitigation Fee and transfer of revenues to the Coachella Valley Conservation Commission.</p>	<p>Timing: Prior to construction and issuance of any grading permit.</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: City of Coachella</p> <p>Monitoring and Reporting: City of Coachella</p>

From: [Liao, William](#)
To: [Gabriel Perez](#)
Cc: [SCG SE Region Redlands Utility Request](#); [Davalos, Lorena](#)
Subject: FW: Encanto TTM 38429 Draft Initial Study
Date: February 28 24 9:00:57 AM
Attachments: [20240227123626.pdf](#)

Hi Gabriel.

I just reviewed the package for the proposed Encanto TTM 38429 Draft Initial Study.

There is a 3" stub near the northeast corner of TTM 38429 on Van Buren and appears to be the nearest source of supply for gas.

Please help us ensure everyone's safety and have the Developer contact 811 / DigAlert prior to any excavation / demolition activities so we can get out to Locate & Mark to verify.

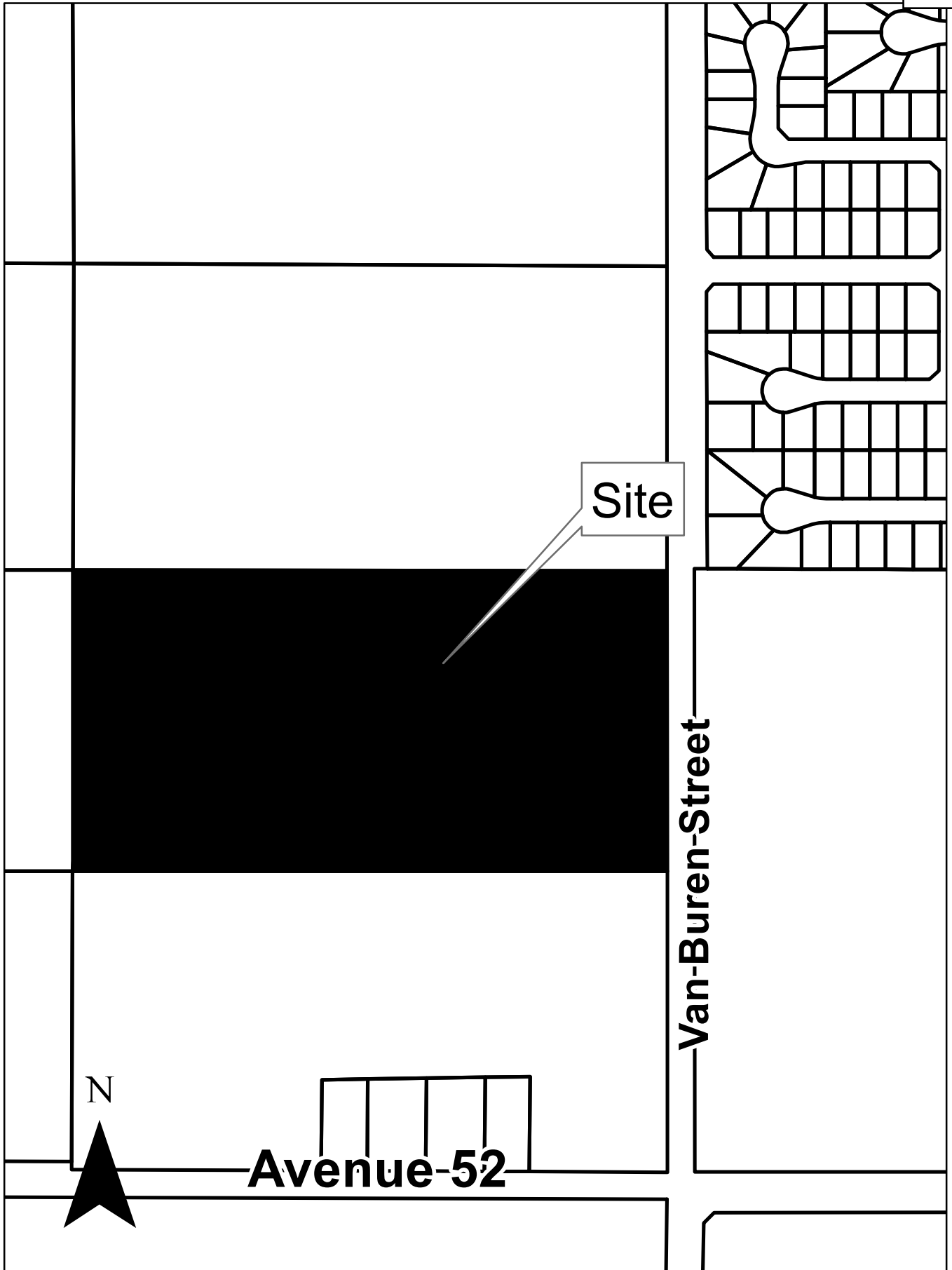
Also, if the Developer needs new gas service, please have them reach out to our Builder Services group to begin the application process as soon as practicable, at <https://www.socalgas.com/for-your-business/builder-services>.

Please let me know if you have any questions.

Will Liao
Region Planning Supervisor
Redlands HQ / Southeast Region
Mobile: 840-213-5899

-----Original Message-----

From: Liao, William <WLiao@socalgas.com>
Sent: Tuesday, February 27, 2024 12:37 PM
To: Liao, William <WLiao@socalgas.com>
Subject:



Secondary Image Corridor

Major Arterial

Streets classified as Arterials or Collectors are designated as Secondary Image Corridors. These streets require special treatment and design features reflecting the City's identity and heritage. Secondary Image Corridors would follow the same concepts as Primary Image Corridors, the difference being the extent of the treatment and size of public landscape areas.

Secondary Image Corridors include the following streets:

- Monroe Street
- Jackson Street
- Van Buren Street
- Fredrick Street
- Tyler Street
- Polk Street
- Fillmore Street
- Pierce Street
- Avenue 48
- Avenue 54
- Avenue 60

The Secondary Image Corridor for Major Arterials contain street lights in the center median and in the parkways which are a 30" ht. and are spaced further apart due to being less traveled pedestrian areas. Tall palms in the medians and canopy trees in the parkways create the appropriate vehicular scale.

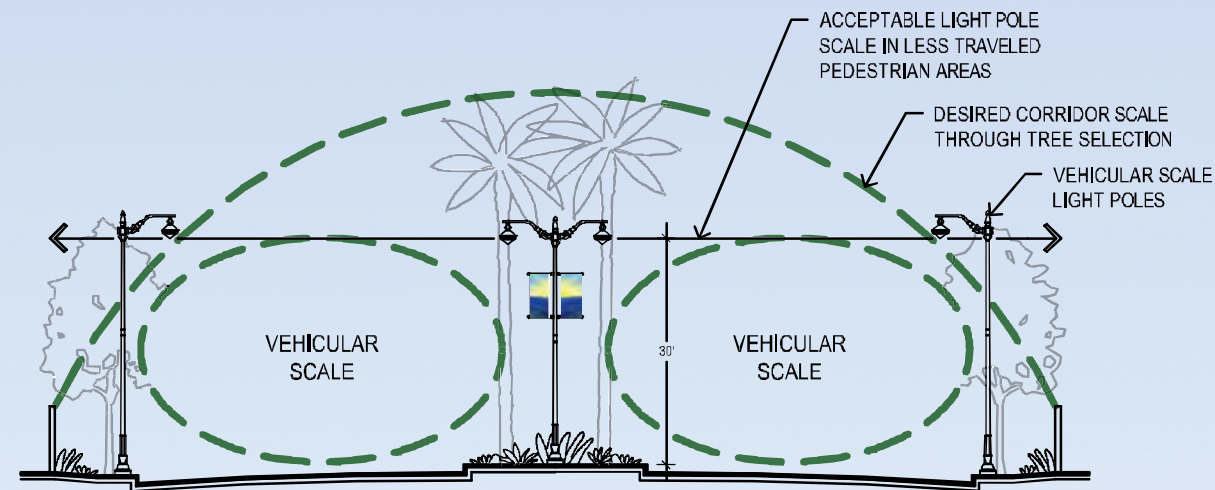


Fig. 18
Typical Street Section- Primary Arterial

DESIGN EMPHASIS

The design emphasis for the secondary image corridors in plan view resembles the primary image corridors. The medians are intended to incorporate large canopy trees consistent with the 'Shady Oasis' concept. Shrub selection should focus on the ease of maintenance through appropriate plant selection, placement, and spacing. Emphasis should be placed on the use of grasses in large swaths through the medians in shrub Group 'E'. Secondary image corridors in business districts and near civic facilities should incorporate lighting, seasonal lighting, and banner poles.

Secondary Image Corridor

Major Arterial

MEDIAN PLANTING

Accent Trees

Botanical Name	Common Name
Cassia sp.	Cassia
Cercidium 'Desert Museum'	Palo Verde
Chitalpa x sp.	Pink Dawn Tree
Lagerstroemia sp.	Crepe Myrtle

Canopy Trees

Botanical Name	Common Name
Chorisia speciosa	Floss Silk Tree
Ficus microcarpa	Indian Laurel Fig
Tipuana tipu	Tipu Tree

Palms

Botanical Name	Common Name
Phoenix dactylifera	Date Palm
Washingtonia filifera	California Fan Palm
Washingtonia robusta	Mexican Fan Palm

Shrub Groupings to be selected per conceptual shrub layout plan. Shrubs to be approved by the City.

Shrubs

Group	Botanical Name	Common Name
A	Agave parryi	Barrel Cactus
	Echinocactus sp.	Mexican Evening Primrose
	Oenothera speciosa	
B	Callistemon 'Little John'	Bottle Brush
	Lantana camera 'New Gold'	Shrub Lantana
C	Artemesia sp.	Artemesia
	Baccharis 'Pigeon Point'	Coyote Bush
	Bougainvillea 'Purple Queen'	Bougainvillea
	Calliandra californica	Fairy Duster
	Carissa macrocarpa	Natal Plum
	Muhlenbergia sp.	Deer Grass
	Senna sp.	Senna
D	Caesalpinia pulcherrima	Dwarf Poinciana
	Leucophyllum 'Thunder Cloud'	Texas Ranger
E	Acacia 'Desert Carpet'	Desert Carpet
	Carex sp.	Carex
	Dalea pulchra	Indigo Bush
	Lantana camera 'Patriot'	Shrub Lantana

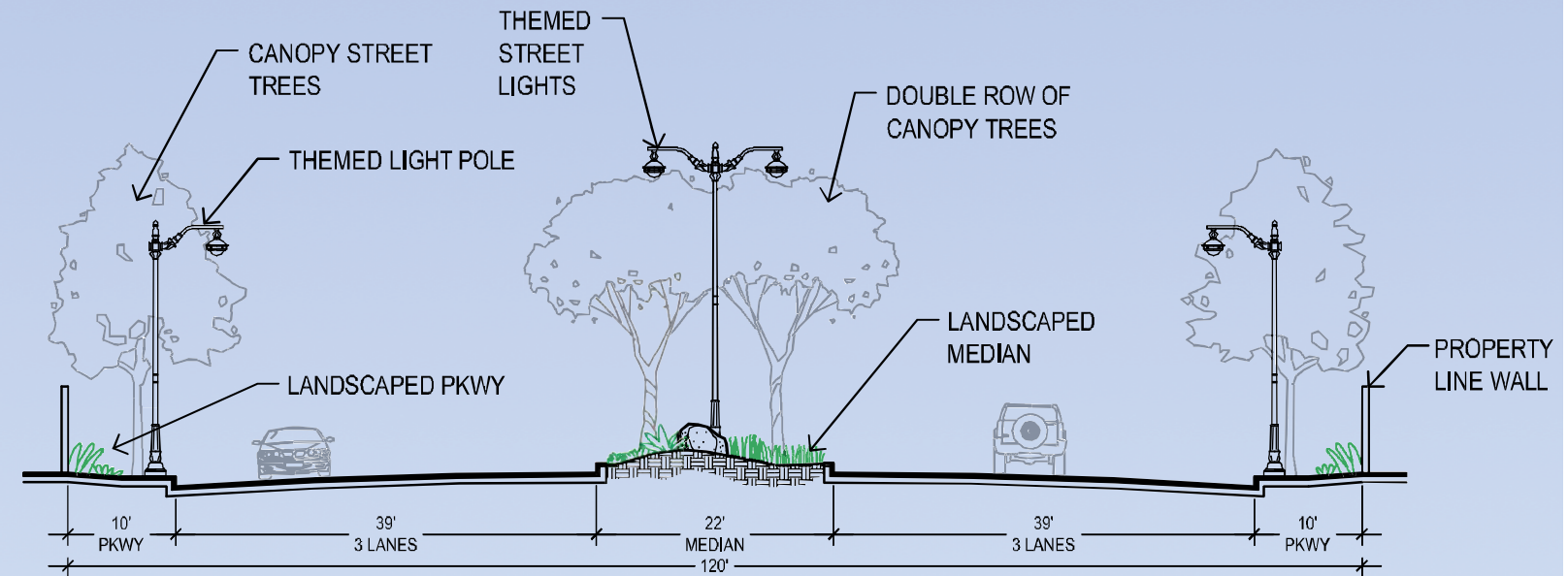


Fig. 19

Typical Street Section- Primary Arterial

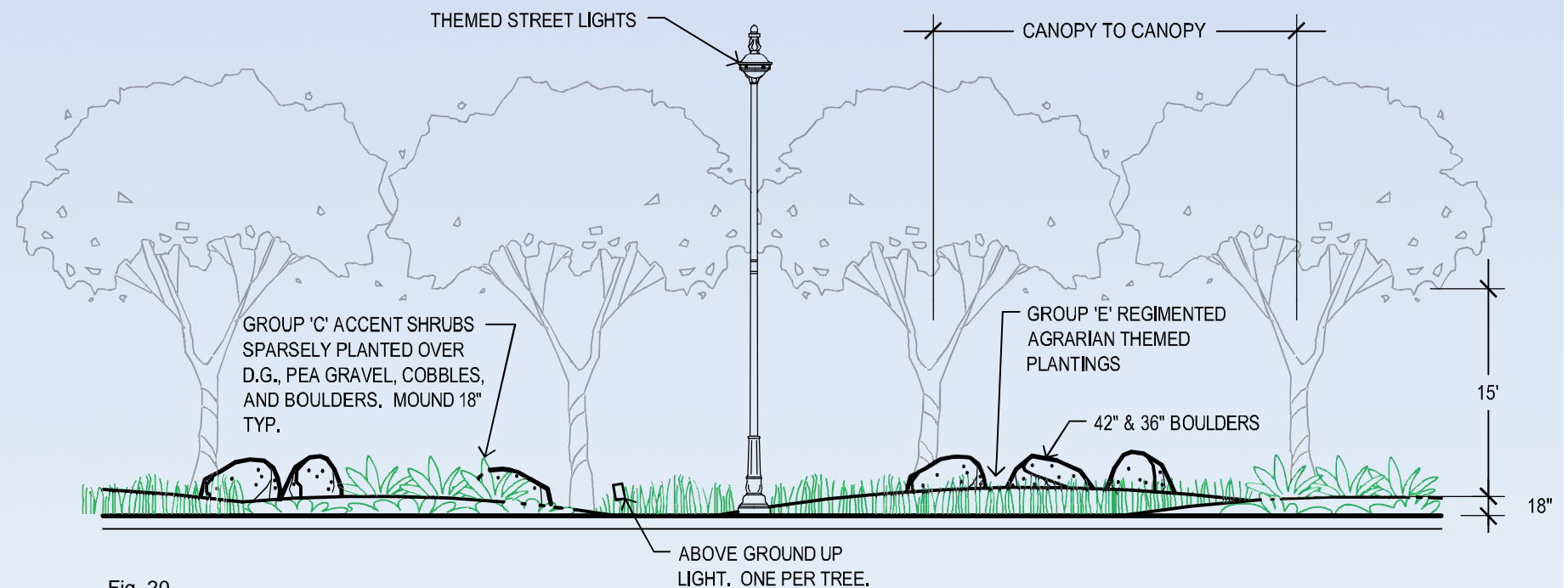


Fig. 20

Typical Median Elevation- Primary Arterial

Secondary Image Corridor

Major Arterial

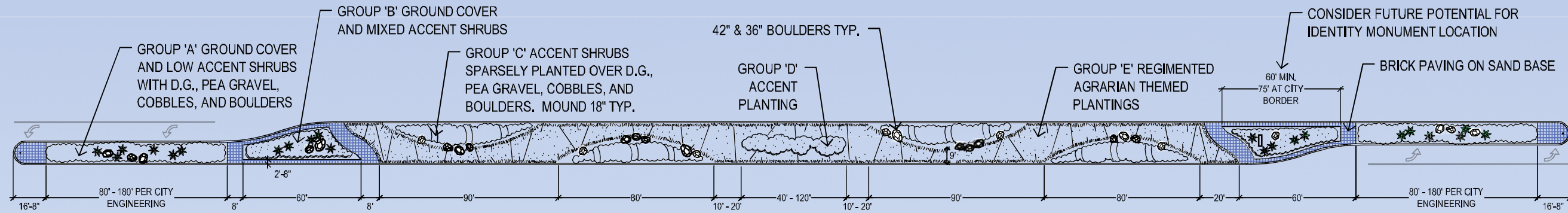


Fig. 21
Conceptual Hardscape and Shrub Layout

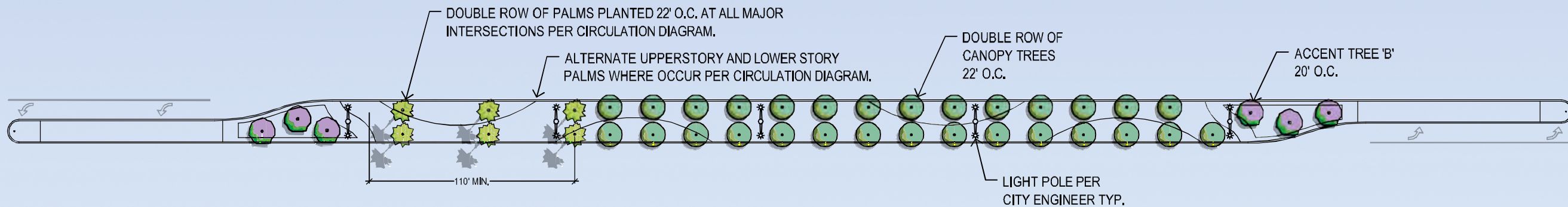


Fig. 22
Conceptual Tree Layout

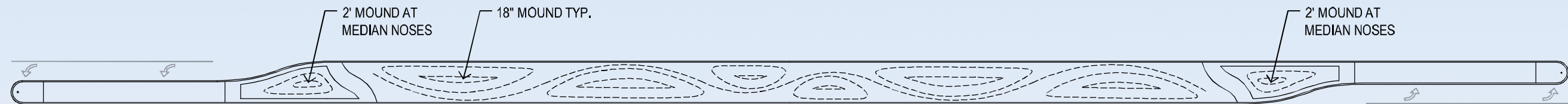


Fig. 23
Conceptual Grading

