



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

# AGENDA

OF A REGULAR MEETING  
OF THE

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

**February 13, 2019**

5:00 p.m. Closed Session

6:00 p.m. Regular Meeting

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1. **CALL TO ORDER: — 5:00 P.M.**
2. **ROLL CALL:**
3. **PUBLIC COMMENTS (CLOSED SESSION ITEMS):**
4. **ADJOURN TO CLOSED SESSION:**
  - a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
City of Indio v. City of Coachella, et al,  
Superior Ct. of California, County of Riverside, Case No. PSC 1804374
  - b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Citizens for Responsible Cannabis Development v. City of Coachella, et al,  
Superior Ct. of California, County of Riverside, Case No. RIC 1900596
  - c. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Desert Valleys Builders Association v. City Of Coachella, et al,  
Superior Ct. of California, County of Riverside, Case No. RIC 1900832
  - d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)  
Two (2) potential cases
  - e. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)  
One (1) potential case

- f. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION pursuant to Government Code section 54956.9(d)(1). Name of case: City of Coachella v. Thomas, Superior Court case number PSC 1504858
- g. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION pursuant to Government Code section 54956.9(d)(1). Name of case: Genevieve Thomas v. City of Coachella Superior Court case number PSC 1801086

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

6. **PLEDGE OF ALLEGIANCE:**

7. **CLOSED SESSION ANNOUNCEMENTS:**

8. **APPROVAL OF AGENDA:**

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

9. **APPROVAL OF THE MINUTES:**

- a. Special Meeting Minutes of a Coachella City Council Study Session held on January 23, 2019.
- b. Regular Meeting Minutes of January 23, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- c. Special Meeting Minutes of a Joint Coachella City Council and Coachella Planning Commission Study Session held on February 6, 2019.

10. **PROCLAMATIONS/PRESENTATIONS:**

None.

11. **WRITTEN COMMUNICATIONS:**

12. **CONSENT CALENDAR:**

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

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

- b. Resolution No. 2019-06 approving an Agreement for Exchange of Real Property and Joint Escrow Instructions between the City of Coachella and Imperial Irrigation District to convey fee title of a 3.37-acre electrical substation site located at 86-351 Avenue 52 (APN: 763-131-002) and convey a 30-foot public utility right-of-way over an abutting Agency-owned parcel (APN: 763-131-001), in exchange for a 1.73-acre vacant parcel of land located at the southwest corner of 9th Street and Shady Lane (APN: 778-120-001).
- c. Notice of Completion - Street R.E.A.S. Rehabilitation Project, Phase I, City project No. ST-77
- d. Authorizing the City Manager to Execute Agreement between the County of Riverside and the City of Coachella for Avenue 52 and Avenue 54 Street Roadway Improvements, City Project ST-116.
- e. Recommend approval of First Amendment to Memorandum of Understanding (MOU) for Library Operations at the Coachella Library between the City of Coachella and County of Riverside.
- f. Approve a Community Based Grant to Coachella Valley Rescue Mission in the Amount of \$1,000.00 to Support their Shelter Program

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

- a. Direct staff pertaining advertisement of vacancies for Parks and Recreation Commission membership due to consecutive absences by two current members.
- b. Authorize the City Manager to Amend the Professional Service Agreement with TKE Engineering as Amendment No. 1; Receive and File the Coachella Water Authority Water Master Plan 2017

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

- a. Desert Research Park #2 Commercial Cannabis Project Modification, including the following applications:
  - 1) Resolution No. 2019-01, approving an Addendum to Environmental Assessment (EA 17-02) adopting an Addendum to the Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA) Guidelines;
  - 2) Resolution No. 2019-02, approving Conditional Use Permit (CUP 280) Modification No. 1 and Architectural Review (AR 17-04) Modification to allow six freestanding buildings totaling 505,520 square feet including 98,520 square feet of indoor grow building area and 404,308 of greenhouse building area and a total of 668 parking spaces;
  - 3) Resolution No. 2019-03 approving Variance No. 18-05 to allow increased roof heights on two buildings from 45 ft. to 54 ft. and the top parapet height from 50 ft. to 59 ft. and from 54 ft. to 61 ft.;
  - 4) Ordinance No. 1133, approving a Development Agreement between the City of Coachella and Desert Rock Development LLC for the Desert Research Park #2 Project. (First Reading)

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

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

16. **REPORTS AND REQUESTS:**

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

17. **ADJOURNMENT:**

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

**ITEM 9.a.**





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(760) 398-3502 ♦ [www.coachella.org](http://www.coachella.org)

**MINUTES**  
OF A SPECIAL MEETING

COACHELLA CITY COUNCIL  
**STUDY SESSION**

**January 23, 2019**  
4:00 p.m.

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**CALL TO ORDER:**

The Study Session of the City Council of the City of Coachella began at 4:05 p.m. **Mayor Pro Tem Emmanuel Martinez** presiding.

**ATTENDANCE:**

Present: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez (*Arrived at 4:38 p.m.*).

Absent: None.

**STUDY SESSION ITEMS:**

- **Discussion on Retail Cannabis Zoning Regulations and Industrial Park Overlay Regulations for Cannabis Cultivation Uses; and Number of allowable Retail Cannabis (Dispensary) Licenses in the various (RC) “Sub-Zones” of the City.**


*(Mayor Hernandez arrived at 4:38 p.m. during the discussion item.)*

Public Comments: Richard Polanco  
Christopher Martinez  
Rosalio Avila  
Paula Turner

**ADJOURNMENT:**

There being no further business, the meeting concluded at 5:13 p.m.

Respectfully submitted,

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

# ITEM 9.a.

**Coachella City Council  
Study Session**

**January 23, 2019**

*[Note: Study Sessions are special meetings of the City Council that are conducted informally. No action is contemplated other than familiarization of the Council on specific topics and potential referral to a future agenda.]*



**ITEM 9.b.**





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## MINUTES

OF A REGULAR MEETING  
OF THE

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

**January 23, 2019**

5:00 p.m. Closed Session

6:00 p.m. Regular Meeting

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**1. CALL TO ORDER: — 5:00 P.M.**

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:14 p.m. in the Council Chamber at City Hall by Mayor Hernandez.

**2. ROLL CALL:**

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

Absent: None.

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

None.

**4. ADJOURN TO CLOSED SESSION:**

City Attorney Campos asked Council to add to the agenda by four fifths vote one item under Closed Session as Item 4.f.

Motion: **To add to the agenda by 4/5 vote as Item 4.f.**

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Bautista

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

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

Mayor Hernandez asked Council to convene into Closed Session at 5:16 p.m. to discuss the following items:

- a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
City of Coachella v. Mao Sung Ku  
Superior Ct. of California, County of Riverside, Case No. PSC 1805140
- b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
City of Indio v. City of Coachella, et al,  
Superior Ct. of California, County of Riverside, Case No. PSC 1804374
- c. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Citizens for Responsible Cannabis Development v. City of Coachella, et al,  
Superior Ct. of California, County of Riverside, Case No. RIC 1900596
- d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)  
Two (2) potential cases
- e. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)  
One (1) potential case
- f. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Desert Valleys Builders Association V. City Of Coachella, et al,  
Superior Ct. of California, County of Riverside, Case No. RIC 1900832

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

The City Council reconvened into open session at 6:18 p.m.

*Mayor Pro Tem Martinez was absent from the dais upon reconvening the regular meeting.*

**6. PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by visiting students from Coral Mountain Academy.

**7. CLOSED SESSION ANNOUNCEMENTS:**

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

**8. APPROVAL OF AGENDA:**

City Manager Pattison stated that regarding Item 14.b., the Public Hearing item will be opened and then continued to the next meeting. There were no modifications to the agenda.

Motion: To approve agenda as presented.

Made by: Councilmember Bautista  
Seconded by: Councilmember Gonzalez  
Approved: 4-0, by a unanimous voice vote.

**9. APPROVAL OF THE MINUTES:**

a. Regular Meeting of December 12, 2018, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve minutes as presented.

Made by: Councilmember Bautista  
Seconded by: Councilmember Beaman Jacinto  
Approved: 4-0, by a unanimous voice vote.

**10. PROCLAMATIONS/PRESENTATIONS:**

- a. Presentation from Lift to Rise by Its President & CEO Heather Vaikona.
- b. Certified Annual Financial Report, Results of the FY 2017-18 Audit by Frances Kuo with the Pun Group.

**11. WRITTEN COMMUNICATIONS:**

Written communication was received from:

- Sam Bayless, dated January 23, 2019, with California Fuels & Convenience Alliance regarding Consent Item 12.d.; and
- Three letters were received regarding Public Hearing Item 14.a. (*See page 7*)

The letters were entered into record and copies were placed on the dais for Council.

12. CONSENT CALENDAR:

- a. Voucher Listings — Manual Checks/Permit Refunds/Utility Billing Refunds/FY 2018-19 Expenditures as of January 23, 2019, \$3,118,469.16.
- b. Quarterly Reports
- c. Ordinance No. 1130 Denying the Appeals and Upholding the Planning Commission Approval of Change of Zone 18-09 from M-H (Heavy Industrial) to MS-IP (Manufacturing Service - Industrial Park) on 10 acres of land located at the northeast corner of Avenue 54 and Polk Street. Peter Solomon & Ron Qurashi, Applicants. (*Second Reading*)
- d. Ordinance No. 1131 amending Chapter 5.64 of the Coachella Municipal Code (Title 5 - Business Licenses & Regulations) to adopt Riverside County Ordinance No. 838 (as amended by Ordinance No. 838.2) of the Riverside County Board of Supervisors relating to tobacco businesses. (*Second Reading*)
- e. Authorize City Manager to resubmit a revised trademark application for Fiestas Patrias event name and recommended logo.
- f. Approve execution of a Master Right-of-Way Use Agreement between the City of Coachella and Mobilite, LLC.
- g. Approve a Community Based Grant to the Coachella Valley Housing Coalition in the Amount of \$1,000 to support its College Scholarship Program
- h. Approve a Community Based Grant to Alternatives for Youth in the amount of \$1,000.00 to support its Life Skills Course offered in the City of Coachella
- i. Approve a Community Based Grant to the Coachella Youth Sports Association Soccer League in the Amount of \$1,000 to Help Pay for Temporary Lighting
- j. Approve 2019 Temporary Use Agreement between City and Coachella Valley Soccer League.
- k. Investment Report - October 2018; November 2018.
- l. Notice of Completion ST-70-2017-02 Calhoun Street Widening and Rehabilitation.
- m. Authorize the City Manager to execute a Letter Agreement to Zambelli Fireworks Manufacturing Co. for special event pyrotechnic programming, for the City's 2019 Fourth of July Event, in the amount of \$33,500.
- n. Accept Public Improvements and exonerate the Improvement Bonds for Parcel Map No. 36481.

- o. Updated Library Facilities Use Agreement with the College of the Desert.
- p. Memorandum of Understanding with the Coachella Valley Water District to share cost in the preparation of a Storm Water Master Plan, City Project No. SD-03, for the City of Coachella.

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

Made by: Councilmember Bautista  
Seconded by: Councilmember Beaman Jacinto  
Approved: 4-0, by the following roll call vote:

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

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

- a. Approve Resolution 2019-04 establishing a user fee for the Coachella Library Conference Rooms 1-3 and adopting a policy for Coachella Library Conference Room Rentals.

*Mayor Pro Tem Martinez returned to the dais during this portion of the meeting at 7:01 p.m.*

Motion: To approve per staff recommendation.

Made by: Councilmember Bautista  
Seconded by: Councilmember Gonzalez  
Approved: 5-0, by the following roll call vote:

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

b. Traffic Signal Installation, Project No. ST-106:

- 1) Authorize the City Manager to Execute a Contract with DBX Inc. in an amount of \$255,363.00 for a New Traffic Signal at Van Buren and Coral Mountain School, and authorize an additional 10% Construction Contingency for the Project; and
- 2) Authorize an additional budget of \$106,000 to fund the Traffic Signal Installation. Project No. ST-106

Public Comments: Frida Arriaga  
Manuel Arriaga

Motion: To approve per staff recommendation.

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

c. Authorize the City Manager to Execute a Professional Service Agreement with Northwest Hydraulic Consultants to prepare the Existing Condition Assessment for the City of Coachella Stormwater Master Plan, City Project No. SD-03, in an amount not to exceed \$150,975.00

Motion: To approve per staff recommendation.

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.



14. PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- a. Resolution No. 2019-05, **denying** the appeal of Planning Commission's decision regarding Architectural Review No. 18-06 ("Prado by D. R. Horton") to allow construction of 61 new single-family homes on existing vacant lots inside the Prado Gated Community (Lots 47 - 50, 60 - 85 and 88 - 118 of Tract 32075-1) located on the south side of Avenue 50 between Van Buren Street and Via Prado. Better Neighborhoods, Inc., Appellant.

The following three letters were received on this item:

Two in favor of denying the appeal:

- David Watson, dated January 9, 2019, with Duane Morris LLP; and
- Erica R. Harnick, dated January 22, 2019, with the Building Industry Association of Southern California (BIA); and

One from the Appellant:

- (J. Michael Goolsby, dated January 23, 2019, with Better Neighborhoods, Inc.)

All letters were entered into record. Letters were distributed to Council and copies placed on the dais.

Mayor Hernandez opened the Public Hearing for Item 14.a. at 7:42 p.m.

Public Comment: Gurjit Singh  
David Watson  
Dan Boyd

Mayor Hernandez closed the Public Hearing for Item 14.a. at 7:52 p.m.

Motion: To **deny** the appeal.

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

- b. Desert Research Park #2 Commercial Cannabis Project Modification, including the following applications:
- 1) Resolution No. 2019-01, approving an Addendum to Environmental Assessment (EA 17-02) adopting an Addendum to the Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA) Guidelines;
  - 2) Resolution No. 2019-02, approving Conditional Use Permit (CUP 280) Modification No. 1 and Architectural Review (AR 17-04) Modification to allow six freestanding buildings totaling 505,520 square feet including 98,520 square feet of indoor grow building area and 404,308 of greenhouse building area and a total of 668 parking spaces;
  - 3) Resolution No. 2019-03 approving Variance No. 18-05 to allow increased roof heights on two buildings from 45 ft. to 54 ft. and the top parapet height from 50 ft. to 59 ft. and from 54 ft. to 61 ft.;
  - 4) Ordinance No. 1133, approving a Development Agreement between the City of Coachella and Desert Rock Development LLC for the Desert Research Park #2 Project. (First Reading)

Mayor Hernandez opened the Public Hearing for Item 14.b. at 8:03 p.m.

Public Comment: None.

*The Public Hearing Item remained open.*

Motion: To **continue** the item to the next meeting of February 13, 2019.

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Beaman Jacinto

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

**15. SUCCESSOR AGENCY:**

- a. Resolution No. SA-2019-01, Approving the Recognized Obligation Payment Schedule (ROPS) 19-20.

Motion: To approve per staff recommendation.

Made by: Chair Hernandez

Seconded by: Vice Chair Martinez

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

AYES: Agency Member Bautista, Agency Member Beaman Jacinto, Agency Member Gonzalez, Vice Chairman Martinez and Chairman Hernandez

NOES: None.

ABSTAIN: None.

ABSENT: None.

**16. PUBLIC COMMENTS (NON-AGENDA ITEMS):**

None.

**17. REPORTS AND REQUESTS:**

- a. Council Comments/Report of Miscellaneous Committees.

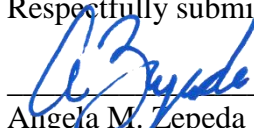
*Councilmember Bautista stepped away from the dais at 8:10 p.m. and returned at 8:14 p.m.*

- b. City Manager's Comments.

**18. ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 8:42 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Angela M. Lepeda  
City Clerk



**ITEM 9.c.**





City Hall Council Chamber  
1515 Sixth Street, Coachella, California  
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## MINUTES OF A SPECIAL MEETING

### JOINT COACHELLA CITY COUNCIL & COACHELLA PLANNING COMMISSION STUDY SESSION

February 6, 2019  
6:00 p.m.

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#### **CALL TO ORDER:**

The Study Session of the Joint City Council and Planning Commission of the City of Coachella began at 6:01 p.m. **Mayor Steven A. Hernandez** presiding.

#### **ATTENDANCE:**

- **ATTENDANCE BY COACHELLA CITY COUNCIL MEMBERS:**

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

Absent: Mayor Pro Tem Martinez.

- **ATTENDANCE BY COACHELLA PLANNING COMMISSION MEMBERS:**

Present: Commissioner Miranda, Commissioner Ramirez, Commissioner Zamora, Vice Chair Etheridge and Chair Delgado

Absent: Alternate Commissioner Davila.

**STUDY SESSION ITEMS:**

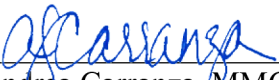
- **Permitting, Regulating and Development Standards for Cannabis Greenhouses**

Public Comments: Elvira Carrillo

**ADJOURNMENT:**

There being no further business, the meeting concluded at 7:04 p.m.

Respectfully Submitted,

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

*[Note: Study Sessions are special meetings of the City Council that are conducted informally. No action is contemplated other than familiarization of the Council on specific topics and potential referral to a future agenda.]*



**ITEM 12.a.**



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Bank : wfb WELLS FARGO BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
104138	1/24/2019	02028	PETE'S ROAD SERVICE, INC.	275036-00	10/24/2018 MOUNT/BALANCE NEW TIRE	105.83	
				273195-00	10/17/2018 DISMOUNT/MOUNT TIRES	84.53	
				275322-00	10/25/2018 FLAT REPAIR	25.57	215.93
<b>Sub total for WELLS FARGO BANK:</b>							<b>215.93</b>

-23-

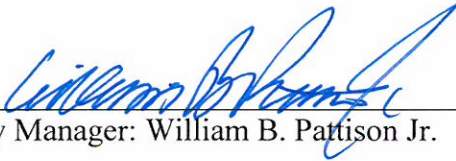
1 checks in this report.

Grand Total All Checks:

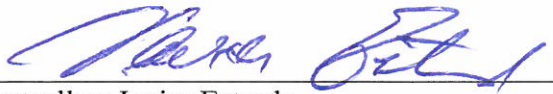
215.9

-24-

Date: January 24, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

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Bank : wfb WELLS FARGO BANK

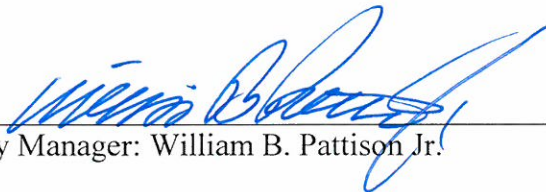
<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
104139	1/30/2019	53085	COUNTY OF RIVERSIDE	INV-00065005	1/9/2019	PRE-CNSTRCTN RECORD OF	1,700.00	1,700.00
104140	1/30/2019	45757	IMPERIAL IRRIGATION DISTRI	4026846	1/15/2019	200A UG 120/240 V 1 PH PDS	1,055.00	1,055.00
<b>Sub total for WELLS FARGO BANK:</b>							<b>2,755.00</b>	

2 checks in this report.

Grand Total All Checks:

2,755.

Date: January 30, 2019

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

  
\_\_\_\_\_  
Controller: Javier Estrada

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104141	2/13/2019	53095 AVILA, CORTNEY	Ref000201855	1/30/2019	UB Refund Cst #00045699	53.00	53.00
104142	2/13/2019	53093 CASTRO, ADRIANA	Ref000201853	1/30/2019	UB Refund Cst #00044234	79.03	79.03
104143	2/13/2019	53096 CHAVEZ, CESAR	Ref000201856	1/30/2019	UB Refund Cst #00048255	33.46	33.46
104144	2/13/2019	53092 CUPIL, ESTHER	Ref000201852	1/30/2019	UB Refund Cst #00043839	13.10	13.10
104145	2/13/2019	53104 DESERT CONCEPTS	Ref000201864	1/30/2019	UB Refund Cst #00049994	924.86	924.86
104146	2/13/2019	53103 ESTRADA, GLORIA	Ref000201863	1/30/2019	UB Refund Cst #00049989	95.79	95.79
104147	2/13/2019	53101 GRACE REAL ESTATE	Ref000201861	1/30/2019	UB Refund Cst #00049869	3.54	3.54
104148	2/13/2019	53091 LOUSTAUNAU, CHRISTINA	Ref000201851	1/30/2019	UB Refund Cst #00039462	2.86	2.86
104149	2/13/2019	53090 LUNA, ISABEL	Ref000201850	1/30/2019	UB Refund Cst #00039355	79.40	79.40
104150	2/13/2019	53099 MARTINEZ, MARITZA	Ref000201859	1/30/2019	UB Refund Cst #00049492	37.93	37.93
104151	2/13/2019	53100 MENDEZ, NOE	Ref000201860	1/30/2019	UB Refund Cst #00049636	35.62	35.62
104152	2/13/2019	53098 SAENZ, NATHAN	Ref000201858	1/30/2019	UB Refund Cst #00048429	39.68	39.68
104153	2/13/2019	53089 TORRES, MARY LOU	Ref000201849	1/30/2019	UB Refund Cst #00001175	37.81	37.81
104154	2/13/2019	53102 URBAN HABITAT	Ref000201862	1/30/2019	UB Refund Cst #00049907	934.37	934.37
104155	2/13/2019	53097 VARGAS, MARIA	Ref000201857	1/30/2019	UB Refund Cst #00048268	80.76	80.76
104156	2/13/2019	53094 WALTON, DAMIAN	Ref000201854	1/30/2019	UB Refund Cst #00044766	76.40	76.40
<b>Sub total for WELLS FARGO BANK:</b>							<b>2,527.61</b>

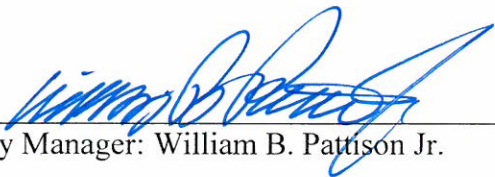
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16 checks in this report.

Grand Total All Checks: 2,527.6

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Date: February 13, 2019

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

  
\_\_\_\_\_  
Controller: Javier Estrada



Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104157	2/13/2019	51520	ADVANTEC CONSULTING ENC(9803-0054-14	3/22/2018	PE2/28: 5 TRAFFIC SIGNALS	670.00	670.00
104158	2/13/2019	02137	AGGREGATE PRODUCTS, INC45704	1/8/2019	ACCM-9.5MM (3/8") STATE CC	2,168.33	2,168.33
104159	2/13/2019	53088	ALL SMOG CENTER				
			4280	1/18/2019	SMOG CK, '03 FORD RANGEF	35.00	
			4248	1/14/2019	SMOG CK, '07 FORD RANGEF	35.00	
			4249	1/14/2019	SMOG CK, '08 FORD ESCAPE	35.00	
			4252	1/14/2019	SMOG CK, '07 FORD RANGEF	35.00	
			4253	1/14/2019	SMOG CK, '03 FORD RANGEF	35.00	
			4260	1/15/2019	SMOG CK, '06 FORD RANGEF	35.00	
			4261	1/15/2019	SMOG CK, '08 FORD RANGEF	35.00	
			4272	1/18/2019	SMOG CK, '06 FORD F150, 01	35.00	
			4273	1/18/2019	SMOG CK, '08 UTIL VAN, 3963	35.00	
			4274	1/18/2019	SMOG CK, '06 FORD RANGEF	35.00	
			4275	1/18/2019	SMOG CK, '02 CHEVY S10, 16	35.00	
			4277	1/18/2019	SMOG CK, '02 CHEVY S10, 61	35.00	
			4279	1/18/2019	SMOG CK, '04 FORD RANGEF	35.00	
			4281	1/18/2019	SMOG CK, '08 FORD RANGEF	35.00	
			4282	1/18/2019	SMOG CK, '07 HONDA CIVIC,	35.00	
			4302	1/23/2019	SMOG CK, '02 CHEVY S10, 61	35.00	560.00
104160	2/13/2019	01436	AMERICAN FORENSIC NURSE71679	12/31/2018	DEC2018 BLOOD DRAW	55.00	
			71625	12/15/2018	DEC2018 BLOOD DRAWS	110.00	
			71674	12/31/2018	DEC2018 BLOOD DRAWS	55.00	220.00
104161	2/13/2019	42837	ARAMARK UNIFORM SERVICE21270837	11/18/2018	OXFORD WRKSHRT, WMNS I	186.87	186.87
104162	2/13/2019	42837	ARAMARK UNIFORM SERVICEJAN2019 GRFT	1/31/2019	PE1/31 UNIFORMS	37.68	37.68
104163	2/13/2019	52968	ARIVITAS PARTNERS, LLC 18-005-04	12/31/2018	DEC2018 PLANNING SVCS	3,875.00	3,875.00
104164	2/13/2019	45929	BECK OIL, INC.				
			19980CL	10/31/2018	PE10/31 SENIOR CNTR FUEL	159.37	
			21994CL	1/15/2019	PE1/15 GRAFFITI DEPT FUEL	213.17	
			345268	1/9/2019	SHELL HYDRAULIC S1 M 68	157.69	530.22
104165	2/13/2019	02187	BENLO R.V. II	1/16/2019	17GAL LP GAS	71.92	71.9

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104166	2/13/2019	43462	BEST BEST & KRIEGER, LLP	841002	1/22/2019	PE12/31, #80237, GENERAL R	30,743.59
				841003	1/22/2019	PE12/31, #80237.00231, G. TH	1,866.30
				841004	1/22/2019	PE12/31, #80237.00442, C. GA	1,422.50
				841005	1/22/2019	PE12/31, #80237.00443, G. TH	373.80
				841006	1/22/2019	PE12/31, #80237.00444, CITY	3,420.10
				841007	1/22/2019	PE12/31, #80237.00810, LABO	1,955.00
				841008	1/22/2019	PE12/31, #80237.00820, ENVIF	2,363.72
				841009	1/22/2019	PE12/31, #80237.00833, TELE	694.30
				841015	1/22/2019	PE12/31, #80237.03002, AV50	1,257.72
				841016	1/22/2019	PE12/31, #80237.03003, AV50	1,137.34
				841017	1/22/2019	PE12/31, #80237.03004, AV50	398.08
				841023	1/23/2019	PE12/31, #80237.00860, DILLC	2,537.50
				841010	1/22/2019	PE12/31, #80237.00840, CANN	3,562.50
				841011	1/22/2019	PE12/31, #80237.00844, CHRC	19,307.50
				841012	1/22/2019	PE12/31, #80237.00846, CEPH	461.70
				841013	1/22/2019	PE12/31, #80237.00859, LAMB	6,760.00
				841014	1/22/2019	PE12/31, #80237.03000, AV50	412.50
							78,674.15
104167	2/13/2019	50383	BOSS DESIGNS	361	1/10/2019	10"X10" COACHELLA LOGO, F	1,366.27
104168	2/13/2019	50977	BRISAS AIR CONDITIONING	10778	1/14/2019	RPLC'D HIGH VOLTAGE FUSE	88.00
104169	2/13/2019	50839	BURRTEC ENVIRONMENTAL	AC 493979	12/31/2018	12/7 PORTOLE DELIVERY	655.20
				AC 511799	11/30/2018	11/9 PORTOLE DELIVERY	1,347.58
104170	2/13/2019	44494	BURRTEC WASTE & RECYCLIBD	12/31/18	12/31/2018	DEC2018 SWEEPER BOXES,	1,781.28
				BD 12/31/18	12/31/2018	AC 50-CO 751632, 49250 POL	281.84
							2,063.12
104171	2/13/2019	44494	BURRTEC WASTE & RECYCLIBD	1/1/19	1/1/2019	AC 44-BS 405340, 85075 AVE	86.52
							86.52
104172	2/13/2019	46730	CALPERS	1000000155551	1/15/2019	2019 RPLCMNT BENEFIT CNT	1,432.24
							1,432.24
104173	2/13/2019	43856	CARQUEST AUTO PARTS	7339-720547	1/10/2019	SWITCH	17.22
							17.22
104174	2/13/2019	50471	CASTILLO, VICTOR	Edu Reimb	1/24/2019	FY18/19 EDUCATION REIMBU	76.00
							76.00
104175	2/13/2019	07770	CCAC	247	12/22/2018	2019 MBRSHIP DUES: ANGEL,	130.00
							130.00
104176	2/13/2019	53038	CDS OFFICE INTERIORS LLC	142	11/27/2018	DRY ERASE KIT, CALENDAR,	362.78
				143	11/29/2018	WEEKLY PLANNER & CALENI	66.11
				270	1/16/2019	PAPER, Z-GRIP PEN & GEL PI	273.77
							702.66
104177	2/13/2019	53086	CENTER FOR EMPLOYMENT	Cntbtn 2018	1/24/2019	COMMUNITY BASED GRANT	108.75
							108.75
104178	2/13/2019	43470	CERTIFIED LABORATORIES	3327852	11/1/2018	PREMALUBE RED AEROSOL	273.54
							273.54
104179	2/13/2019	53107	CHARTER COMMUNICATIONS	A1710029340AL	7/30/2018	CATV RELOCATION @ AVE 48	17,209.67
							17,209.67
104180	2/13/2019	42170	CHEVROLET CADILLAC OF	107623	1/16/2019	GASKET	6.71
							6.71

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104181	2/13/2019	02327	CINTAS CORPORATION #150 698456671	1/14/2019	1/14 MAT MAINTENANCE	90.99	90.99
104182	2/13/2019	07950	CITY OF COACHELLA	Nov 2018	11/30/2018 NOV2018 WATER- ST, PARKS	27,334.90	
			Nov 2018-LLD's	11/30/2018	NOV2018 WATER- LLD'S	13,786.50	41,121.40
104183	2/13/2019	42406	COLE-PARMER INSTRUMENT 1737541	1/11/2019	CAMERA MICROSCOPE COM	3,311.98	3,311.98
104184	2/13/2019	44959	COMPUTER CONSULTANTS, 128009	11/14/2018	INTEL GEN8 I5-6 CORE 4.3 GI	1,837.88	
			28315	1/12/2019	1/2+10 SVC CALLS	198.00	2,035.88
104185	2/13/2019	53087	CV HIGH SCHOOL SOSA CLUf Cntbtn 2018	1/24/2019	COMMUNITY BASED GRANT	1,000.00	1,000.00
104186	2/13/2019	02115	CWEA-TCP	Reg 4/9-12	1/24/2019 REG 4/9-12, CWEA CONF: PS	525.00	525.00
104187	2/13/2019	02115	CWEA-TCP	GJ-1/31/19	12/4/2018 1/31 CERT RNWL LAB ANALY:	87.00	87.00
104188	2/13/2019	42500	DEKRA-LITE	ARINV007060	11/29/2018 SMD LED C9 FACETED BULB:	1,609.88	
				ARINV007192	12/4/2018 SMD LED C9 FACETED BULB	391.75	
				ARINV007397	12/12/2018 10" LED COOL WHITE LIGHT	4,175.50	6,177.13
104189	2/13/2019	12870	DEPARTMENT OF JUSTICE	352323	1/8/2019 DEC2018 BLOOD ALCOHOL A	35.00	
				352377	1/8/2019 SEPT2018 BLOOD ALCOHOL,	35.00	70.00
-31- 104190	2/13/2019	42761	DEPT OF ENVIRONMENTAL HIN0341495	1/9/2019	FAC #FA0029626, BGDMA CO	734.00	734.00
104191	2/13/2019	01089	DESERT ELECTRIC SUPPLY	S2583147.001	1/7/2019 KING BOLLARD LED/DRIVER:	660.66	
				S2597602.001	1/3/2019 LEV GFWT2-W 20A RECEP	174.98	835.64
104192	2/13/2019	52970	DESERT POOL SPECIALISTS,	121267	1/2/2019 JAN2019 FOUNTAIN SVCS	325.00	325.00
104193	2/13/2019	53007	DESERT PROMOTIONAL &	54537	12/26/2018 POLOS+EMBROIDERY FOR F	104.40	104.40
104194	2/13/2019	13700	DEWEY PEST CONTROL INC.	12365367	1/1/2019 AC1318239, JAN2019, FREDE	30.00	
				12365368	1/1/2019 AC1318244, JAN2019, BGDMA	30.00	
				12365369	1/1/2019 AC1318235, JAN2019, 84641 /	30.00	
				12365372	1/1/2019 AC1318236, JAN2019, RLF SN	40.00	
				12365375	1/1/2019 AC1215475, JAN2019, 53990 E	120.00	
				12365389	1/1/2019 AC1281215, JAN2019, SIERRA	300.00	
				12365391	1/1/2019 AC1281218, JAN2019, BAGDC	900.00	
				12376997	1/1/2019 AC1178382, JAN2019, BOXINC	42.00	
				12377005	1/1/2019 AC1161434, JAN2019, BGDMA	65.00	1,557.00
104195	2/13/2019	50551	DIV. OF THE STATE ARCHITE(OT-DC2018		1/16/2019 OCT-DEC2018 SB1186-DSA FI	129.20	129.2
104196	2/13/2019	50645	DURAN'S LOCK & KEY	04730	1/16/2019 1/16 SVC CALL: 1258 6TH ST	139.50	139.5
104197	2/13/2019	14860	E. K. WOOD LUMBER COMPAI	476126	1/15/2019 STAKES & 270' TWIST FLUO (	53.63	
				476140	1/15/2019 3" ALU LINE LEVEL	7.95	
				476144	1/15/2019 EMERGENCY PONCHO	5.79	67.3
104198	2/13/2019	14700	E. S. BABCOCK & SONS, INC. BA90776-0076V		1/8/2019 NOV-DEC2018 LAB SAMPLES	3,481.70	3,481.7
104199	2/13/2019	36050	EMPLOYMENT DEVELOPME	L1443293088	1/30/2019 AC 944-0806-9, OCT-DEC2018	1,998.00	1,998.0

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104200	2/13/2019	48149	ET WATER SYSTEMS, INC 32941	10/16/2018	JAN2019-20 IRRGTN CNTRL F	1,380.00	1,380.00
104201	2/13/2019	44713	FARMER BROTHERS CO. 68762980	1/15/2019	COFFEE, CREAMER & SUGAR	557.93	557.93
104202	2/13/2019	51141	FENCEWORKS, INC. 116095	12/31/2018	JA-MA2019 FENCE RNTL @ C	248.30	248.30
104203	2/13/2019	44088	FERGUSON ENTERPRISES, INC 6921676	1/10/2019	CVR 1.28 GPF SLOAN	461.54	461.54
104204	2/13/2019	02272	FRANKLIN TRUCK PARTS, INC IN26582CM	1/17/2019	STT LAMP	-35.59	
			IN292122	1/17/2019	STOPMATE DISC	106.15	70.56
104205	2/13/2019	51604	FRONTIER BD 1/16/19	1/16/2019	ACC 209-188-4039-091192-5,	169.14	
			3915011-JA19	1/15/2019	760/391-5011, 1/15/19	143.11	312.25
104206	2/13/2019	43672	FULTON DISTRIBUTING COMPANY 463113	1/14/2019	S/O CLNR DISINFECT PINE	719.89	
			463476	1/17/2019	AQUAFINA WATER	459.30	
			463554	1/17/2019	TISSUE TOILET, TOWEL MUL	325.54	1,504.73
104207	2/13/2019	51716	G&M HIRE ENTERPRISES LLC 066983	1/25/2019	PE1/20: M. BARROSO ARAUJO	370.31	
			067624	2/1/2019	PE1/27: M. BARROSO ARAUJO	673.30	1,043.61
104208	2/13/2019	51494	GARDA CL WEST, INC. 20348813	12/31/2018	12/13 EXCESS LIABILITY	17.00	17.00
104209	2/13/2019	52615	GM BUSINESS INTERIORS 0248241-IN	1/16/2019	LIBRARY FURNITURE	8,661.09	8,661.09
104210	2/13/2019	49100	GOLDMAN, RONALD A. Nov/Dec2018	12/31/2018	NOV/DEC2018 SVCS: DESER	3,302.90	3,302.90
104211	2/13/2019	00207	GRAINGER INC 9052540268	1/10/2019	PUSH MAG SWEEPER, FIXTL	796.63	
			9056553127	1/14/2019	FIXTURE HPS 250W	877.40	
			9052649473	1/10/2019	FIXTURE HPS 150W & 100W	696.19	2,370.22
104212	2/13/2019	25500	GRANITE CONSTRUCTION CO 1	12/3/2018	PE11/30 AVE 48 WIDENING S	11,262.40	11,262.40
104213	2/13/2019	00996	HOME DEPOT 2011590	12/12/2018	POLE LIGHT BULB CHANGER	58.63	
			3014458	1/10/2019	NAILS, MENDING PLATE, STA	161.55	
			3971779	10/2/2018	WIRE PLIERS, 6"/10" WRENCH	127.47	
			5014236	1/8/2019	36IN & 18IN FLAT STEEL STA	34.02	
			5124587	10/10/2018	BYPAS PRUNER	91.28	
			7094739	10/8/2018	KEY RACKS, KEY LOCKER, E	56.40	
			8020855	1/15/2019	DUAL COLOR HEADLAMP, GL	486.68	
			9020712	1/14/2019	27GAL TOTE, POWERLOCK T	282.68	
			9020713	1/14/2019	MAK 18V BL 2PC 2.0AH DRL/II	270.79	1,569.50
104214	2/13/2019	20150	HYDRO AG SYSTEMS 241607	1/8/2019	WELD-ON 2725 PT SOLVENT,	144.01	
			241620	1/9/2019	PVC SCH80 CPL 1 1/2 TT, ETC	117.28	
			241618	1/9/2019	FLO CONT. 2" REPAIR CPL	26.51	287.80

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104215	2/13/2019	20450	IMPERIAL IRRIGATION DISTRI	50035560-DC18	12/31/2018	AC50035560, 11/29-12/27, ST I	18,028.62
				50035734-DC18	1/7/2019	AC50035734, 12/4-1/2, CVHS F	93.72
				50035836-DC18	1/7/2019	AC50035836, 12/4-1/2, WELL #	34.64
				50217597-DC18	1/7/2019	AC50217597, 12/4-1/2	40.22
				50387122-DC18	1/8/2019	AC50387122, 12/4-1/2, SEWEF	22,642.95
				50404153-DC18	1/7/2019	AC50404153, 12/4-1/2	92.51
				50404154-DC18	1/7/2019	AC50404154, 12/4-1/2	13.01
				50404155-DC18	1/7/2019	AC50404155, 12/4-1/2	89.93
				50416425-DC18	1/7/2019	AC50416425, 12/4-1/2	127.50
				50487676-DC18	1/7/2019	AC50487676, 12/4-1/2, LIFT ST	13.45
				50516108-DC18	1/7/2019	AC50516108, 12/4-1/2	13.34
				50527782-DC18	1/7/2019	AC50527782, 12/4-1/2	12.34
				50642002-DC18	1/7/2019	AC50642002, 12/4-1/2	114.72
				50642141-DC18	1/7/2019	AC50642141, 12/4-1/2	34.43
				50705542-DC18	1/7/2019	AC50705542, 12/4-1/2, PERMI	128.28
				50705544-DC18	1/7/2019	AC50705544, 12/4-1/2, PERMI	121.59
				50733502-DC18	1/7/2019	AC50733502, 12/4-1/2	29.07
				50734422-DC18	1/7/2019	AC50734422, 12/4-1/2	43.98
				MdNV-MdDC	12/16/2018	MID NOVEMBER-MID DECEM	41,289.52
							82,963.82
104216	2/13/2019	45108	IMPERIAL SPRINKLER SUPPL	3487320-00	9/20/2018	32" BYPASS LOPPER WOOD I	262.92
104217	2/13/2019	01948	KIMBALL MIDWEST	6848684	1/10/2019	METAL/VITON GASKET & RUF	28.28
104218	2/13/2019	48293	KOA CORPORATION	JB72075x8	10/10/2018	PE9/30 AVE 50 IMPROVEMEN	46,712.07
				JB72075x9	11/8/2018	PE10/28 AVE 50 IMPROVEMEI	12,003.35
				JB72075x4	5/31/2018	PE6/3 AVE 50 IMPROVEMENT	8,026.30
				JB72075x5	6/30/2018	PE7/1 AVE 50 IMPROVEMENT	3,953.82
				JB72075x6	8/8/2018	PE7/29 AVE 50 IMPROVEMEN	14,247.08
				JB72075x7	9/12/2018	PE8/30 AVE 50 IMPROVEMEN	21,058.88
							106,001.50
104219	2/13/2019	50875	KOMODO LABORATORIES LL	7285	1/18/2019	NEWT PROFESSIONAL W/50	195.00
							195.00
104220	2/13/2019	44047	KONICA MINOLTA BUSINESS	9005320776	1/13/2019	BIZHUB C454E, CITY HALL, 12	87.47
							87.4
104221	2/13/2019	45051	LAMAR OF PALM SPRINGS	109756369	12/3/2018	12/3-30 POSTER ADVERTISIN	1,200.00
				109774964	12/10/2018	12/10 VINYL ADVERTISING	500.00
							1,700.0
104222	2/13/2019	48595	LANDES, LUCRECIA	Jan 2019	1/30/2019	JAN2019 ESL CLASS	270.00
							270.0
104223	2/13/2019	24250	LEAGUE OF CALIFORNIA CITI	2275	1/15/2019	2019 RIV. COUNTY MEMBERS	100.00
							100.0

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104224	2/13/2019	08970	LEE ESPINOZA COACHELLA V0119	1/1/2019	JAN2019 BOXING CLUB SER\	2,500.00	
			1018	10/1/2018	OCT2018 BOXING CLUB SER'	2,500.00	
			1118	11/1/2018	NOV2018 BOXING CLUB SER'	2,500.00	
			1218	12/1/2018	DEC2018 BOXING CLUB SER'	2,500.00	10,000.00
104225	2/13/2019	50501	LIVESCAN MGMT GROUP, INC01152019COC	1/15/2019	BANNERS: BASKETBALL CAM	352.35	352.35
104226	2/13/2019	02162	LOWE'S COMPANIES, INC. 27019	1/15/2019	2X4 PANEL LED & SIGMA 3/8II	418.47	
			27147	1/21/2019	USG 24-48 RADAR TILE 8-CT,	222.50	640.97
104227	2/13/2019	49857	MANPOWER US INC. 33514577	1/6/2019	WE 1/6: GARCIA	324.00	
			33534006	1/13/2019	WE 1/13: CARMONA	474.92	798.92
104228	2/13/2019	49901	MARRON, LOURDES Edu Reimb	1/31/2019	FY18/19 EDUCATION REIMBU	44.16	44.16
104229	2/13/2019	25555	MATICH CORPORATION 3	1/10/2019	PE12/31 CALHOUN ST REHAE	9,579.07	
			4	1/10/2019	RETENTION- CALHOUN ST R	20,059.10	29,638.17
104230	2/13/2019	45343	MCMASTER-CARR SUPPLY C183788149	1/15/2019	3" HIGH BLK ADHESIVE-BACK	270.41	270.41
104231	2/13/2019	25900	MEREDITH & SIMPSON CONS190115	1/8/2019	TRBLSHT ELECTRICAL TO W	102.00	102.00
104232	2/13/2019	51579	METLIFE- GROUP BENEFITS Feb2019	1/15/2019	FEB2019 DENTAL, VISION, LIF	12,056.43	12,056.43
104233	2/13/2019	51539	MICHAEL BAKER INTERNATIC1035284	12/21/2018	PE12/2 ENG SVCS FOR PJCT	1,980.52	
			1035373	12/26/2018	PE12/2 PUEBLO VIEJO IMPLE	2,180.00	4,160.52
104234	2/13/2019	43425	MOWERS PLUS, INC 180316	11/19/2018	CHAIN LOOP	153.82	153.82
104235	2/13/2019	45197	MSA CONSULTING, INC. 2405.001-08	12/31/2018	PE12/31 CASTRO'S WTR SYS	4,770.00	4,770.00
104236	2/13/2019	26950	MUNICIPAL CODE CORPORAT00323475	1/17/2019	2019 ONLINE HOSTING RENE	900.00	900.00
104237	2/13/2019	42525	MUSCO SPORTS LIGHTING, L317551	12/28/2018	AUG2018-19 CONTROL LINK :	425.00	425.00
104238	2/13/2019	53105	NATIONAL MAIN STREET CEN3216	1/18/2019	2019 CA MAIN ST ALLIANCE M	1,675.00	1,675.00
104239	2/13/2019	52344	NEOFUNDS BY NEOPOST CD 1/13/19	1/13/2019	POSTAGE BY PHONE #7900 C	1,347.75	1,347.75
104240	2/13/2019	52590	NETWORKFLEET, INC. OSV0000016495	1/1/2019	DEC2018 GPS MONITORING :	1,403.70	1,403.70
104241	2/13/2019	52757	OLLIN STRATEGIES 45	1/1/2019	JAN2019 CONSULTING SVCS	5,000.00	5,000.00

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104242	2/13/2019	47192	O'REILLY AUTO PARTS	2855-477759	1/7/2019	OIL FILTER, DISC PAD SET &	81.94
				2855-477865	1/7/2019	5GAL HYDRL OIL	52.19
				2855-478304	1/9/2019	HEADLGHT SW	44.65
				2855-478332	1/9/2019	PRO SIZE KWI	21.74
				2855-478533	1/10/2019	OIL PRES SW	22.84
				2855-478636	1/10/2019	A/C HTR RLY & OIL FILTERS	47.78
				2855-478652	1/10/2019	A/C HTR RLY	-19.06
				2855-479890	1/15/2019	WIPER BLADES	43.28
				2855-481828	1/22/2019	BLUE DEF	15.21
				2855-478651	1/10/2019	A/C FAN RLY	20.22
				2855-481955	1/23/2019	STR WHL CVR	19.56
104243	2/13/2019	01863	Perez, RICHARD	Fees	1/22/2019	REIMB TEST FEES FOR WDC	170.00
104244	2/13/2019	02028	PETE'S ROAD SERVICE, INC.	291803-00	1/3/2019	FLAT REPAIR	25.57
				293779-00	1/10/2019	MOUNT/BALANCE NEW TIRE	318.16
104245	2/13/2019	08050	PETTY CASH	Ck 2/13/19	2/4/2019	VOUCHERS 4135-4143, 12/11-	1,067.60
104246	2/13/2019	01395	PJ'S DESERT TROPHIES & GIL	21536	1/11/2019	ENGRAVE PERPETUAL PLATI	8.70
				21576	1/22/2019	18X23 CAST BRONZE PLAQU	2,304.41
104247	2/13/2019	39250	PRAXAIR DISTRIBUTION, INC.	87066261	1/11/2019	RPLC'D CIRCUIT BRKR/WIRE	327.55
104248	2/13/2019	42759	PROPER SOLUTIONS, INC.	9029	1/18/2019	WE 1/18: L. SERVIN	180.00
104249	2/13/2019	48977	PROTECTION 1/ADT	126644350	1/2/2019	FEB2019 ALARM/EXT SVC PR	199.10
				126644351	1/2/2019	FEB2019 ALARM/EXT SVC PR	626.74
				126644352	1/2/2019	FEB2019 EQUIP LSE/EXT SVC	668.67
				126644353	1/2/2019	FB-AP2019 ALARM/EXT SVC I	572.70
				126644354	1/2/2019	FB-AP2019 ALARM/EXT SVC I	212.85
				126644355	1/2/2019	FEB2019 CELL/ESUITE/ALARI	62.00
104250	2/13/2019	43576	PURE PLANET WATER, INC.	9950	1/17/2019	FEB2019 RNTL, WTR PURIFIC	32.63
104251	2/13/2019	47193	SIEMENS INDUSTRY INC.	5610134117	1/14/2019	DEC2018 TRAFFIC SIGNAL M.	1,760.00
				5620022224	1/14/2019	DEC2018 TRAFFIC SIGNAL C,	2,296.26
104252	2/13/2019	44581	SIGN-A-RAMA	93884	1/15/2019	INSTLL'D ENTRANCE SIGN @	878.09
104253	2/13/2019	52503	SILVA, CARLOS	Jan 2019	1/31/2019	JAN2019 CERAMIC CLASS	360.00
104254	2/13/2019	51096	SILVER & WRIGHT LLP	25250	12/1/2018	PE11/30 CODE ENFORCEMEN	1,031.70
				25343	1/1/2019	PE12/31 CODE ENFORCEMEI	433.60
104255	2/13/2019	35000	SMART & FINAL	040321	1/29/2019	NAPKINS, FORKS, TOWELS &	52.72

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot.
104256	2/13/2019	52595	STAPLES BUSINESS CREDIT	7209271207-0-1	12/10/2018 PURE BLACK SMALL DESK	148.98	
				7209271207-0-3	12/6/2018 HP 63 BLK/TRI-COLOR INK, E	126.12	
				7209440909-0-1	12/6/2018 HP 63XL HYBLK/63 TRI-CLR, I	156.11	
				7210802371-0-1	1/5/2019 3 1/8X220FT BPA FREE THER	355.83	
				7211274986-0-1	1/10/2019 RED LGL CLASSIFICATION FL	248.41	
				7211323637-0-1	1/10/2019 BINDER RING HANGING, LINE	142.93	
				7211504311-0-2	1/14/2019 ZEBRA F-301 RT BP FINE & C	69.55	
				7209322969-0-1	12/6/2018 HP 940 BLK/YEL PRINTHEAD,	201.87	
				7209841047-0-1	12/13/2018 STPLS STAN VIEW BNDR, PE	289.62	
				7211102341-0-1	1/8/2019 WOOD FRAME 8.5X11IN BLK	115.66	
				7211102341-0-2	1/9/2019 WOOD FRAME 8.5X11IN BLK	23.13	
				7211553039-0-1	1/14/2019 SHARPENER PENCIL ELECTF	101.29	
				7211553039-0-2	1/15/2019 DURACELL COPPERTOP C 8F	17.39	
				7211323637-0-2	1/11/2019 BINDER RING HANGING	59.57	
				7211504311-0-1	1/14/2019 BUBLWRAP DISP 3/16 12X17E	44.58	2,101.04
104257	2/13/2019	43858	STAPLES CREDIT PLAN	81780	1/15/2019 HP 62XL COLOR, HP 61XL CC	477.16	
				81778	1/15/2019 QUARTET STANDARD COMBI	199.96	
				81779	1/15/2019 STICKIES, STENO BOOK, STF	465.24	1,142.36
104258	2/13/2019	02207	STATE BOARD OF EQUALIZATUT-2018	1/22/2019	2018 USE TAX: ACC #102-071	1,681.00	1,681.00
104259	2/13/2019	36300	SWRCB FEES	WD-0141546	1/8/2019 #7SSO10520, FY18/19 WDR F	2,286.00	
				LW-1020639	12/19/2018 #3310007, FY18/19 WTR SYS	26,370.00	28,656.00
104260	2/13/2019	51918	THE GREATER COACHELLA VGCVCC 8022	11/30/2018	TACOS, TEQUILA & CHAVELA	652.48	652.48
104261	2/13/2019	42289	TIME WARNER CABLE	0008595011719	1/17/2019 84626 BAGDAD AVE, FEB2019	13.31	
				0213187011119	1/11/2019 1515 6TH ST-FIBER, 1/20-2/19	877.30	
				0268983011819	1/18/2019 1517 6TH ST, 1/28-2/27	14.16	904.77

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104262	2/13/2019	38250	TOPS N BARRICADES	1071862	12/10/2018 11/23-12/7 CHNGBLE MSG SIC	1,270.00	
				1071910	12/11/2018 12/5-10 PEDESTRIAN BARRIC	5,500.00	
				1071963	12/13/2018 CONE 28" W/ 6-4" SLEEVES	1,729.13	
				1071965	12/13/2018 BARRICADE 8" TOP WOOD B	2,588.25	
				1072262	1/8/2019 JKT RACE LIME WINDBRKR V	45.95	
				1072263	1/8/2019 WHEEL CHOCK & JKT RACE I	92.71	
				1072289	1/9/2019 EPOXY GALLON SETS	168.67	
				1070776	10/12/2018 CLOTH C2 VEST ORG W/ CEL	22.84	
				1072303	1/10/2019 CAR STOP RUBBER 4' YELLO	50.62	
				1072307	1/10/2019 CONE 28" W/ 6/4" SLEEVES	518.74	
				1072474	1/18/2019 JKT BOMBER LIME BLK/TRIM	52.07	
				1072290	1/9/2019 SERVICE CHRGR & BATTERIES	921.88	12,960.86
104263	2/13/2019	38290	TORRENCE'S FARM IMPLEME	C39331	1/10/2019 DIAPH	58.42	58.42
104264	2/13/2019	52204	TPX COMMUNICATIONS	112344310-0	1/16/2019 AC33325, 1/16-2/15	3,031.65	3,031.65
104265	2/13/2019	52593	TROLL FAMILY LIMITED	Sept2019	1/30/2019 LEASE PYMNT OF APN 603-2-	4,800.00	4,800.00
104266	2/13/2019	53106	UCR FORECAST LLC	1770	6/1/2018 ECONOMIC IMPACT ANALYSI	20,500.00	
				1795	12/17/2018 ECONOMIC IMPACT ANALYSI	20,500.00	41,000.00
104267	2/13/2019	38800	UNDERGROUND SERVICE AL	1220180105	1/1/2019 DEC2018- 58 NEW TICKETS+I	105.70	105.70
104268	2/13/2019	50229	URBAN HABITAT ENVIRONME	3972	12/31/2018 DIST 14: RPR'D IRRGTN	82.14	
				3978	12/31/2018 DIST 30: RPR'D IRRGTN	138.00	
				3973	12/31/2018 DIST 22: RPR'D IRRGTN	68.60	
				3975	12/31/2018 DIST 16: RPR'D IRRGTN	601.58	
				3976	12/31/2018 DIST 24: RPR'D IRRGTN & RM	1,640.72	
				3977	12/31/2018 DIST 28: RPR'D IRRGTN	31.02	
				3995	1/25/2019 LANDSCAPE IMPRVMNTS FO	150,240.00	
				3979	12/31/2018 DIST 32: RPR'D IRRGTN	78.93	
				3980	12/31/2018 DIST 36: RPR'D IRRGTN	67.79	
				3981	12/31/2018 DIST 38: RPR'D IRRGTN	273.26	153,222.04
104269	2/13/2019	39640	VALLEY LOCK & SAFE	150605	11/26/2018 KEYS	8.48	
				151316	1/11/2019 KEYS	92.43	100.9
104270	2/13/2019	39650	VALLEY PLUMBING	62811206	1/15/2019 RMV'D/INSTLL'D SLOAN KIT @	530.00	530.0
104271	2/13/2019	51665	VALLEY REPROGRAPHICS LL	22990	12/14/2018 BOOKLETS: AVE 48 WIDENIN	287.56	287.5
104272	2/13/2019	44966	VERIZON WIRELESS	9821321486	1/1/2019 AC371867190-00001, 12/2-1/1	13,273.32	
				9821321487	1/1/2019 AC371867190-00002, 12/2-1/1	793.85	14,067.1

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

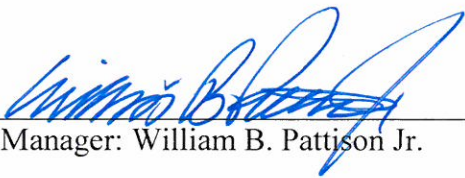
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104273	2/13/2019	50629	VINTAGE ASSOCIATES, INC	210522	1/15/2019	JAN2019 LNDSOPE MAINT @	3,600.00
				210554	1/15/2019	JAN2019 LNDSOPE MAINT @	1,600.00
				210512	1/15/2019	JAN2019 LNDSOPE MAINT @	6,067.36
				210513	1/15/2019	JAN2019 LNDSOPE MAINT @	4,836.00
				210390	12/26/2018	TURF REMOVAL @ SHADY L/	4,060.00
				210511	1/15/2019	JAN2019 LNDSOPE MAINT @	10,550.00
							30,713.36
104274	2/13/2019	44775	VISTA PAINT CORPORATION	2019-651733-00	1/16/2019	RPR'D SPRAY GUN	316.46
104275	2/13/2019	01732	WAXIE SANITARY SUPPLY	77984321	1/10/2019	17IN SPIN BONNET PAD	124.69
				77991263	1/14/2019	HOSE STRETCHABLE	40.13
							164.82
104276	2/13/2019	51697	WESTERN WATER WORKS SI	55369-00	1/8/2019	FEBCO RP DEVICE	501.23
				55387-00	1/9/2019	ADAPTER MIP X INSTA-TITE F	210.76
				55390-00	1/10/2019	2-1/2 DI HYD 6H DI CAPS 1-1/4	2,760.18
							3,472.17
104277	2/13/2019	00384	WILLDAN FINANCIAL SERVICE	002-20330	1/4/2019	DEC2018 BLDG & SAFETY SV	23,600.00
				010-40077	12/28/2018	JAN-MAR2019 ADMIN SVCS, C	2,507.87
							26,107.87
104278	2/13/2019	42100	ZUMAR INDUSTRIES INC	81665	1/16/2019	SNS D/F	1,971.77
							1,971.77
<b>Sub total for WELLS FARGO BANK:</b>							<b>816,734.68</b>

122 checks in this report.

Grand Total All Checks: 816,734.68

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Date: February 13, 2019

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

  
\_\_\_\_\_  
Controller: Javier Estrada



**ITEM 12.b.**





## STAFF REPORT 2/13/2019

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

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

**SUBJECT:** Resolution No. 2019-06 approving an Agreement for Exchange of Real Property and Joint Escrow Instructions between the City of Coachella and Imperial Irrigation District to convey fee title of a 3.37-acre electrical substation site located at 86-351 Avenue 52 (APN: 763-131-002) and convey a 30-foot public utility right-of-way over an abutting Agency-owned parcel (APN: 763-131-001), in exchange for a 1.73-acre vacant parcel of land located at the southwest corner of 9th Street and Shady Lane (APN: 778-120-001).

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### **STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt the attached resolution and authorize the City Manager to execute the attached Agreement for Exchange of Real Property and Joint Escrow Instructions with Imperial Irrigation District, subject to final revisions by the City Attorney.

### **BACKGROUND:**

On September 26, 2018 the City Council, acting as the Successor Agency to the Former Coachella Redevelopment Agency approved an Agreement for Exchange of Real Property and Joint Escrow Instructions with Imperial Irrigation District. This authorization to proceed is necessary in order to accept changes to the terms of the Land Exchange Agreement with Imperial Irrigation District (IID) and to change the seller's name from "Successor Agency" to "City of Coachella" for the Avenue 52 electrical substation site. Because city staff previously conveyed title to the Avenue 52 Substation site from "Coachella Redevelopment Agency" to "City of Coachella", and because IID has requested several changes to the Agreement, this land conveyance must be reviewed and approved by the City Council. All other terms of the previously-approved Agreement for Exchange of Real Property and Joint Escrow Instruction remain effective.

### **DISCUSSION/ANALYSIS:**

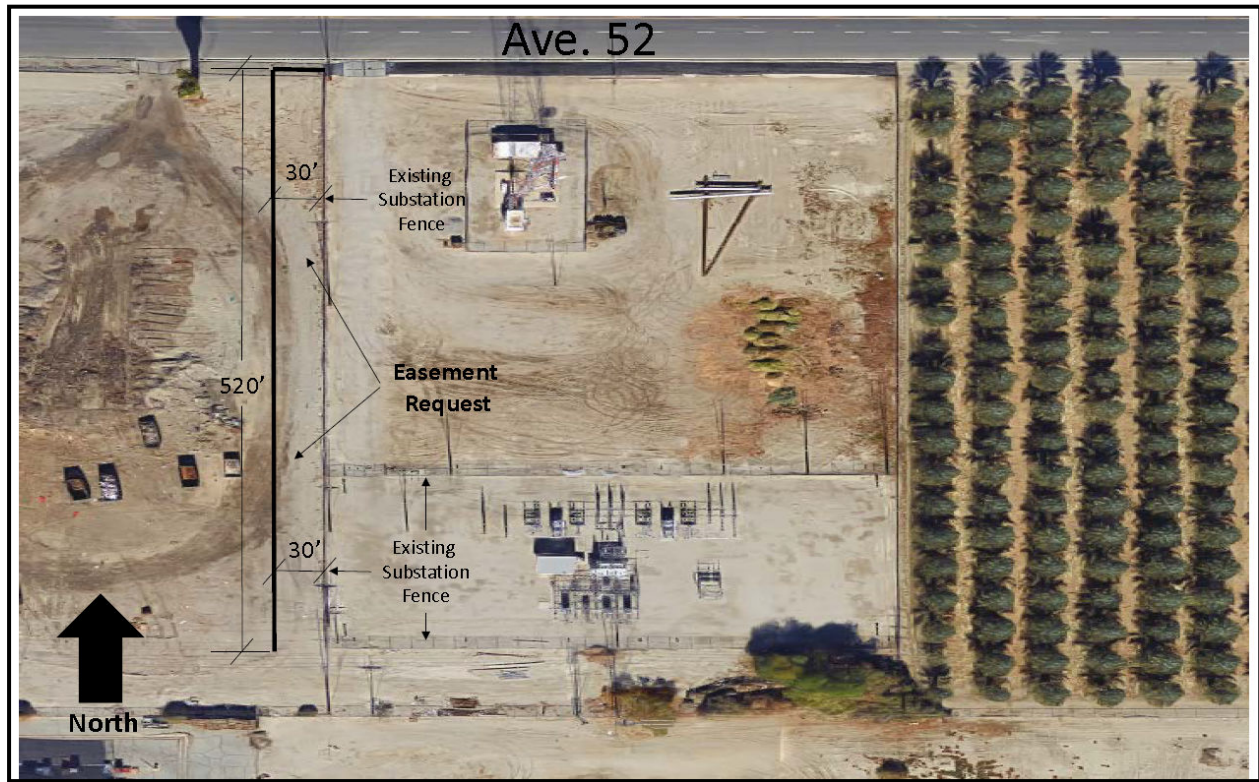
#### **Avenue 52 Substation Parcel:**

The City of Coachella owns a 3.37-acre parcel that has a public utilities "right-of-way" easement over the entire parcel for electrical substation purposes, granted in 1984 to IID. City staff has agreed to convey fee title of this land to IID, in exchange for a vacant parcel of land located at the southeast corner of 9<sup>th</sup> Street and Shady Lane. This conveyance to IID fulfills a requirement

# ITEM 12.b.

of the City's Successor Agency obligations under the adopted Long Range Property Management Plan, as part of the winding up of prior City Redevelopment Agency business.

Additionally, the City is granting a 30-foot public utilities right-of-way easement over an adjoining City-owned lot to the west of the Avenue 52 substation site as part of an economic development effort to provide electrical service to large-scale approved industrial parks located south of the substation site (i.e., "Coachella Green" project on 69 acres at Polk Street and Industrial Way"). An exhibit of the Avenue 52 substation site and the proposed 30-foot right-of-way are shown on the exhibit below.



Staff procured a land appraisal prepared by Litgard and Associates in March 2018, for the Avenue 52 parcel. The appraised value of \$45,000 is equivalent to \$.30 per square foot which is much lower than the market value of vacant industrial land in the vicinity (\$1.90 per square foot). However, because the subject is encumbered with an all-encompassing public utility right-of-way easement granted to IID in the early 1980's and cannot practically be used for any other viable industrial uses, the lower land value is reflected in the appraisal.

### Shady Lane Parcel:

In consideration of the requested 30-foot right-of-way over Parcel No. 8 and as part of the City's economic development goals, and the General Plan Health and Wellness Element policies, Agency staff negotiated a land exchange with IID for this transaction. The District has a surplus



# ITEM 12.b.

vacant 1.73-acre parcel at the southwest corner of 9<sup>th</sup> Street and Shady Lane that was previously used as an outdoor storage yard. The exhibit below shows an aerial photo of the parcel.



The short-term use of the above property is suitable for a public park, or urban plaza use where public art can be displayed. The parcel is within the “Pueblo Viejo Revitalization Plan” area and has a long-term potential for high-density urban housing. However, because the site is unimproved and the parcel may require soils remediation for development of any habitable structures, staff finds that there is a public interest in obtaining title to this property for a public use in the short term. The goal is to create an “art walk” connector that would link the “Shady Lane Mural” to the south with the “Coachella Walls Murals” along 6<sup>th</sup> Street to the north. Accordingly, staff negotiated this “land exchange” with IID as part of the conveyance of the IID Substation site with the added 30-foot right-of-way. Title is to vest as “City of Coachella” for the acquired 1.73-acre parcel.

## **FISCAL IMPACT:**

There are minor fiscal impacts associated with the proposed Land Exchange Agreement in that the City of Coachella will be required to pay for real estate title insurance for the land exchange. However, the City will gain a land asset that could be used for a public park in the short term, and possible future multifamily residential uses.

## **CONCLUSIONS AND RECOMMENDATION:**

City staff recommends adoption of the attached Resolution No. 2019-06 authorizing the City Manager to execute the attached Agreement For Exchange of Real Property with Imperial

# ITEM 12.b.

Irrigation District, and take all necessary actions to facilitate the exchange of real property, subject to final revisions by the City Attorney. This includes Joint Escrow Instructions between the City of Coachella and IID to convey title to a 3.37-acre electrical substation site located at 86-351 Avenue 52 (APN: 763-131-002) in exchange for a 1.73-acre vacant parcel of land located at the southwest corner of 9th Street and Shady Lane (APN: 778-120-001).

Attachments: Resolution No. 2019-06  
Agreement for Exchange of Real Property

## RESOLUTION NO. 2019-06

**A RESOLUTION OF THE CITY OF COACHELLA APPROVING AN AGREEMENT FOR EXCHANGE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS INCLUDING THE DISPOSITION OF INDUSTRIAL REAL PROPERTY LOCATED AT 86351 AVENUE 52 (APN: 763-131-002) IN EXCHANGE FOR A 1.73 ACRE VACANT INDUSTRIAL PARCEL LOCATED AT THE SOUTHWEST CORNER OF 9<sup>TH</sup> STREET AND SHADY LANE (APN: 778-120-001).**

**WHEREAS**, on September 26, 2018 the City Council, acting as the Successor Agency to the Former Coachella Redevelopment Agency approved an Agreement for Land Exchange and Joint Escrow Instructions between the Successor Agency and the Imperial Irrigation District; and,

**WHEREAS**, the City of Coachella (“City”) owns property known as 86-351 Avenue 52 (APN 763-131-002) which has an existing electrical substation and wireless communications tower, and which said land is encumbered by a public utility right-of-way easement granted to Imperial Irrigation District (“IID”) as of 1984 and City staff negotiated a land exchange with the Imperial Irrigation District as consideration for a 35-foot right-of-way for the benefit of IID over an adjoining City-owned lot (APN 763-131-001) for expansion of the Avenue 52 Electrical Substation that is needed to purvey electricity to approved mutli-tenant industrial parks located south of the substation site, and,

**WHEREAS**, City staff procured an Appraisal Report by Lidgard and Associates, dated March 9, 2018, which identifies the fair market value of the property in question as \$.30 per square foot, given that there is a recorded public utility right-of-way for the benefit of Imperial Irrigation District over a majority of the parcel; and,

**WHEREAS**, Imperial Irrigation District wishes to convey a vacant 1.73-acre parcel located at the southwest corner of 9<sup>th</sup> Street and Shady Lane (APN: 778-120-001) which is surplus land previously used for outdoor storage, that is in need of soils remediation and suitable for a public purpose such as a public park or urban plaza and whereas the City of Coachella wishes to use said vacant parcel for a public park and “art walk” plaza; and,

**WHEREAS**, Imperial Irrigation District and City staff have negotiated an Agreement for Land Exchange to convey the Avenue 52 parcel and a 35-foot right-of-way on an adjoining Agency-owned lot for public utility easement purposes, in exchange for the conveyance of the Shady Lane Parcel.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Coachella that the foregoing Recitals are true and correct and are hereby adopted by the City Council. Based on those Recitals, the City Council of the City of Coachella unanimously finds and declares as follows:

# ITEM 12.b.

**SECTION 1.** The City Council hereby designates and authorizes Coachella City Manager William B. Pattison as Agency staff to execute the Agreement for Land Exchange for property located 86351 Avenue 52 and 35-foot easement on adjoining City-owned parcel to the west of 86351 Avenue 52, in exchange for a vacant 1.73-acre parcel at the southwest corner of 9<sup>th</sup> Street and Shady Lane (APN 778-120-001).

**SECTION 2.** The City Manager or designee is to execute any and all documents necessary to complete the Agreement for Exchange of Real Property and Joint Escrow Instructions with Imperial Irrigation District.

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of February, 2019.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

ITEM 12.b.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-06 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of February, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk

# ITEM 12.b.

## **EXHIBIT “A”**

### **LEGAL DESCRIPTION**

City of Coachella Parcel (APN 763-131-002):

IID Parcel (APN 778-120-001):

**AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY**

THIS AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“**Effective Date**”), by and between the CITY OF COACHELLA, a public body, corporate and politic (“**City**”), and IMPERIAL IRRIGATION DISTRICT, a California irrigation district organized under the California Irrigation District Law, (California Water Code Section 20500 *et seq.*) (“**District**”). District and City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

A. District is the owner of that certain vacant real property generally located at 9th Street and Shady Lane in the City of Coachella, County of Riverside, consisting of approximately 1.73 acres as more particularly described in Exhibit "A" attached hereto (“**District Property**”). The District property is held specifically for purposes of exchange. The District Property shall be conveyed as required herein with utility easement reservations as determined necessary by District (“**Reserved Easements**”).

B. City is the owner of that certain real property generally located at 86-351 Avenue 52 in the City of Coachella, County of Riverside (APN 763-131-002) (“**City Parcel A**”). City Parcel A is currently encumbered by an easement to District for use as an electrical substation. City is also the owner of the parcel adjoining City Parcel A which is currently utilized as a sewer lift station serving an agricultural wash line (APN 763-131-001)City. City desires to partition the east 35 feet from the whole (“**City Parcel B**”). Parcel A and City Parcel B are more particularly described in Exhibit "B" attached hereto and are collectively referred to herein as the “**City Property.**”

C. District desires to exchange the District Property for the City Property, and City desires to exchange the City Property for the District Property pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, based upon the foregoing facts, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Exchange.** Upon the satisfaction or waiver of all of the conditions precedent to the Close of Escrow set forth in Section 5 below, (a) District shall acquire the City Property from City, and (b) City shall acquire the District Property from District (the “**Exchange**”).

2. **Escrow and Title.**

2.1. **Escrow Holder.** The Exchange shall be consummated through an escrow (the “**Escrow**”) at \_\_\_\_\_, located at \_\_\_\_\_, senior escrow officer \_\_\_\_\_ (the “**Escrow Holder**”).

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2.2. Title Company. Any title policies issued for the benefit of the City with respect to the District Property and to District with respect to the City Property, respectively and as applicable, in connection with the Exchange shall be issued by \_\_\_\_\_, located at \_\_\_\_\_, title officer \_\_\_\_\_ (the "**Title Company**").

2.3. Escrow Instructions. Escrow shall be opened within three (3) days following the execution of this Agreement by delivery to Escrow and acceptance of this Agreement by Escrow Holder in writing. Escrow Holder shall open an Escrow for the consummation of the Exchange pursuant to the terms of this Agreement and this Agreement shall constitute the joint escrow instructions of the Parties to Escrow Holder. Upon Escrow Holder's receipt of the fully executed Agreement, Escrow Holder is authorized to act in accordance with the terms of this Agreement. Buyer and Seller shall execute Escrow Holder's general escrow instructions upon request; provided, however, that if there is any conflict or inconsistency between such general escrow instructions and this Agreement, this Agreement shall control.

2.4. Definition of Close of Escrow. For purposes of this Agreement, the term "**Close of Escrow**" shall mean the time when Escrow Holder shall have recorded the Grant Deeds as set forth in Section 6.4.3.

2.5. Preliminary Title Report. At least Fifteen (15) business days prior to the Effective Date, City and District shall cause the Escrow Agent to deliver a current preliminary title report for the Property to each entity. The preliminary title report shall show the status of title to the Property as of the date of the preliminary title report and be accompanied by copies of all documents referred to on Schedule B of the preliminary title report (collectively referred to as the "**Report**").

2.6. District's Reserved Rights. Notwithstanding the foregoing, District shall not be required to deliver title documentation with respect to its Reserved Easements within such fifteen (15) day period; however, District shall provide such title documentation as soon as reasonably practical thereafter and for purposes of City's review of such title documentation only, such title documentation shall be deemed to be an Amended Report. City shall have fifteen (15) days from receipt of the Report to give District and Escrow Agent written notice of its approval of the Report or the disapproval of any title exception that is unacceptable to City ("**City's Title Notice**"). If Escrow Agent issues a supplemental or amended title report showing additional title exceptions (an "**Amended Report**"), City shall have a period of time equal to fifteen (15) days (a "**Supplemental Review Period**") from the date of receipt of the Amended Report and a copy of each document referred to in Schedule B of the Amended Report in which to give a City's Title Notice as to any additional exceptions; however, any matter shown in or disclosed by the Amended Report that (i) does not (a) materially adversely affect the operation or value of the Property, (b) relate to creation of a new interest in or new restriction on the Property other than an easement which has no material adverse effect on the Property, or (c) involve a material encroachment, a loss of access or a monetary lien against the Property, (ii) was created by, on behalf of or with the consent of City or (iii) results from a New Survey (as defined in Section 3.04), will be deemed approved by City. The Close of Escrow shall be extended as may be necessary to accommodate the notice periods applicable to the Amended Report and District's right to eliminate or ameliorate matters disclosed by the Amended Report. If City timely disapproves of all or any portion of the Report or an Amended Report (subject to the foregoing), District may elect to attempt to eliminate or ameliorate to City's reasonable satisfaction the disapproved title matters by giving City, within ten (10) days following receipt of City's Title



Notice, written notice ("**District's Title Notice**") of those disapproved title matters, if any, which District agrees to so attempt to eliminate or ameliorate by the Close of Escrow. If Buyer does not object to an exception disclosed by the Report or an Amended Report within the applicable time period, such matter will be deemed to have been approved by Buyer.

3. **District's Approval of Condition of Title; Due Diligence.**

3.1. **Review of Condition of Title.** Prior to the Effective Date, District has received and reviewed that certain Preliminary Title Report Order No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "**City Property Preliminary Title Report**"), covering the City Property and issued by Title Company, a copy of which is attached hereto as Exhibit "C". District shall have fifteen (15) days from the receipt of the Report to give City and Escrow Agent written notice of its approval of the Report or the disapproval of any title exception that is unacceptable to District ("**District's Title Notice**"). Except as specifically noted in Exhibit "C" hereto, District hereby acknowledges that District has approved those exceptions listed in Schedule B of the City Property Preliminary Title Report. Those exceptions which District has approved on the City Property Preliminary Title Report are hereinafter referred to as the "**City Property Permitted Exceptions.**" The City Property Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Close of Escrow and any and all other monetary liens or encumbrances on the City Property.

3.2. **City Property Title Insurance Policy.** At the option of District, and upon District's request, at the Close of Escrow and as a condition thereto, the Title Company shall issue to District a policy of title insurance (the "**City Property Title Policy**") as to the City Property, containing the terms and provisions set forth in this Section 3.2. The City Property Title Policy shall be an ALTA Standard Coverage Owner's Policy of Title Insurance issued by the Title Company in an amount determined by District, showing fee simple title to the City Property vested in District, subject only to non-delinquent taxes and assessments, the City Property Permitted Exceptions, and such other matters as to which District may consent in writing. The premium for the City Property Title Policy and any costs in connection with the search and examination of title and/or for the issuance of the City Property Preliminary Title Report shall be paid by District. The City Property Title Policy shall be issued without reliance on any indemnity of City or any third party to induce Title Company to issue the City Property Title Policy, without the prior written consent of District. If District so elects and the Title Company agrees, the City Property Title Policy may include such endorsements as District may reasonably request; provided however that all such endorsements shall be issued at District's sole cost and expense. In addition, if District so elects and the Title Company agrees to issue an ALTA Extended Coverage Owner's Policy (2006 Form), the City Property Title Policy as defined above shall be an ALTA Extended Coverage Policy rather than a ALTA Standard Coverage Policy, with all other elements remaining the same; provided however that such ALTA Extended coverage shall be issued at District's sole cost and expense.

3.3. **Due Diligence.** Commencing on the Effective Date and for forty-five (45) days thereafter ("**Due Diligence Period**"), the District shall complete all of its due diligence investigations of the City Property to determine the suitability of the properties for the District, at District's sole cost and expense ("**Due Diligence Investigations**"). District shall rely solely and exclusively upon the results of its Due Diligence Investigations. City makes no representation or warranty to the District relating to the condition of the City Property or suitability of the City Property for any intended use by the District.

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3.4 District's Right to Cancel. Until the expiration of the Due Diligence Period, District will have the unconditional right to cancel this Agreement by giving written notice to City and Escrow Agent of cancellation at or prior to the expiration of the Due Diligence Period. If District timely elects to cancel his Agreement, Escrow Agent will immediately cancel the escrow, and neither District nor City will have any further obligations under this Agreement, other than those obligations that expressly survive the termination of this Agreement.

3.5 Right of Entry. During the period from and after the Opening Date of Escrow and continuing until the Closing, City may enter upon the District Property upon at least forty-eight (48) hours prior written notice to District with City's representatives and agents for the purpose of examining the District Property, provided such examinations do not interfere with the activities of District on the Property; provided, however, if City proposes to make any tests in connection with any environmental report or any other tests which involve drilling, boring or other similar intrusive or invasive action on or under the District Property, then City shall obtain District's written consent prior to making any such tests. City shall use care and consideration in connection with any of its examinations or tests and District shall have the right to be present during any examination of the Property by City or its agents. City shall restore the District Property to its original condition after any and all tests and/or examinations. City shall indemnify and hold District harmless from any and all losses, liabilities, costs, claims, damages, judgments, actions, proceedings, penalties, liens or expenses of any kind or nature whatsoever resulting or arising from City's or City's representatives', contractors', employees' and/or agents' entry and activities upon the Property, which obligation shall survive the expiration or earlier termination of this Agreement and the Close of Escrow. Prior to any entry upon the District Property by City or City's agents, contractors, subcontractors or employees and at all times prior to the Closing, City shall obtain and maintain commercial general liability insurance with a financially responsible insurance company covering the activities of City, and City's agents, contractors, subcontractors and employees on or upon the District Property.

## 4. City's Approval of Condition of Title; Due Diligence.

4.1. City's Review of Condition of Title. Prior to the Effective Date, the City has received and reviewed that certain Preliminary Title Report Order No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, covering the District Property (the "**District Property Preliminary Title Report**"), issued by Title Company, a copy of each of which is attached hereto as Exhibit "D". City shall have fifteen (15) days from the receipt of the Report to give District and Escrow Agent written notice of its approval of the Report or the disapproval of any title exception that is unacceptable to District ("**City's Title Notice**"). Except as specifically noted in Exhibit "D" hereto, City hereby acknowledges that City has approved those exceptions listed on the District Property Preliminary Title Report. Those exceptions which City has approved on the District Property Preliminary Title Report are hereinafter referred to as the "**District Property Permitted Exceptions.**" The District Property Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Close of Escrow and any other monetary liens or encumbrances on the District Property.

4.2. District Title Insurance Policy. At the option of the City, and upon the City's request, at the Close of Escrow and as a condition thereto, the Title Company shall issue to City a policy of title insurance (the "**District Property Title Policy**") as to all or part of the District Property, containing the terms and provisions set forth in this Section 4.2. The District Property Title Policy shall be an ALTA Standard Coverage Owner's Policy of Title Insurance

issued by the Title Company in an amount determined by the City, showing fee simple title to the District Property, vested in City, subject only to non-delinquent taxes and assessments, the District Property Permitted Exceptions, and such other matters as to which City may consent in writing. The premium for the District Property Title Policy and any costs in connection with the search and examination of title and/or for the issuance of the District Preliminary Title Report shall be paid by the City. The District Property Title Policy shall be issued without reliance on any indemnity of District or any third party to induce Title Company to issue the District Property Title Policy, without the prior written consent of City. If City so elects and the Title Company agrees, the District Property Title Policy may include such endorsements, respectively and as applicable, as City may reasonably request; provided however that all such endorsements shall be issued at City's sole cost and expense. In addition, if City so elects and the Title Company agrees to issue one or more ALTA Extended Coverage Owner's Policy (2006 Form), the "**District Property Title Policy**" as defined above shall be an ALTA Extended Coverage Policy rather than an ALTA Standard Coverage policies, with all other elements remaining the same; provided however that such extended ALTA Extended coverage shall be issued at the City's sole cost and expense.

4.3. **Due Diligence.** Commencing on the Effective Date and for forty-five (45) days thereafter ("**Due Diligence Period**"), the City shall complete all of its due diligence investigations of the District Property to determine the suitability of the properties for the City, at City's sole cost and expense ("**Due Diligence Investigations**"). City shall rely solely and exclusively upon the results of its Due Diligence Investigations. District makes no representation or warranty to the City relating to the condition of the District Property or suitability of the District Property for any intended use by the City.

4.4 **City's Right to Cancel.** Until the expiration of the Due Diligence Period, District will have the unconditional right to cancel this Agreement by giving written notice to City and Escrow Agent of cancellation at or prior to the expiration of the Due Diligence Period. If District timely elects to cancel his Agreement, Escrow Agent will immediately cancel the escrow, and neither District nor City will have any further obligations under this Agreement, other than those obligations that expressly survive the termination of this Agreement.

4.5 **Right of Entry.** During the period from and after the Opening Date of Escrow and continuing until the Closing, District may enter upon the City Property upon at least forty-eight (48) hours prior written notice to City with City's representatives and agents for the purpose of examining the City Property, provided such examinations do not interfere with the activities of City on the Property; provided, however, if District proposes to make any tests in connection with any environmental report or any other tests which involve drilling, boring or other similar intrusive or invasive action on or under the City Property, then District shall obtain City's written consent prior to making any such tests. District shall use care and consideration in connection with any of its examinations or tests and City shall have the right to be present during any examination of the Property by District or its agents. District shall restore the City Property to its original condition after any and all tests and/or examinations. District shall indemnify and hold City harmless from any and all losses, liabilities, costs, claims, damages, judgments, actions, proceedings, penalties, liens or expenses of any kind or nature whatsoever resulting or arising from District's or District's representatives', contractors', employees' and/or agents' entry and activities upon the City Property, which obligation shall survive the expiration or earlier termination of this Agreement and the Close of Escrow. Prior to any entry upon the Property by District or District's agents, contractors, subcontractors or employees and at all times prior to the

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Closing, District shall obtain and maintain commercial general liability insurance with a financially responsible insurance company covering the activities of District, and District's agents, contractors, subcontractors and employees on or upon the City Property.

## 5. **Conditions Precedent to Close of Escrow.**

5.1. **District's Conditions.** Each of the following shall constitute a condition precedent to the obligations of District to close the Escrow and may be waived only by a written waiver executed by District and delivered to City and to Escrow Holder:

5.1.1. **Documents.** The applicable documents described in Section 6.3.2 shall have been deposited in Escrow by City.

5.1.2. **Title Policy.** If requested by District, the Title Company shall be irrevocably committed to issue the City Property Title Policy upon the Close of Escrow.

5.1.3. **Acceptance of Property.** District shall be satisfied, after reviewing Title and otherwise conducting Due Diligence as provided in Section 3.3, that the City Property is suitable for its intended uses and acceptable to District. Should District fail to terminate the Exchange prior to the expiration of the Due Diligence Period as provided in Section 3.3, the City Property shall be deemed suitable and acceptable to the District.

5.1.4. **No Material Change.** As of the Close of Escrow, there shall be no material change in the City Property that would materially impair District's use or development of the City Property.

5.1.5. **Representations and Warranties.** All of City's representations and warranties as set forth herein shall be true as of the Close of Escrow.

5.1.6. **No Default.** City shall not be in material default hereunder. If District does not give Escrow Holder written notice of City's default, for purposes of this Section 5.1.6 only, City shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow as though City were not in default. District's failure to give such notice to Escrow Holder shall not excuse performance by City of any obligation hereunder.

5.2. **City's Conditions.** Each of the following shall constitute a condition precedent to the obligations of City to close the Escrow and may be waived only by a written waiver executed by City and delivered to District and to Escrow Holder:

5.2.1. **Documents.** The applicable documents described in Section 6.3.1 shall have been deposited in Escrow by District.

5.2.2. **Title Policy.** If requested by City, the Title Company shall be irrevocably committed to issue the District Property Title Policy upon the Close of Escrow.

5.2.3. **Acceptance of Property.** The City shall be satisfied, after reviewing Title and otherwise conducting Due Diligence as provided in Section 4.3, that the District Property is suitable for its intended uses and acceptable to the City. Should the City fail to terminate the Exchange prior to the expiration of the Due Diligence Period as provided in Section 4.3, the District Property shall be deemed suitable and acceptable to the City.

5.2.4. No Material Change. As of the Close of Escrow, there shall be no material change in the District Property that would materially impair City's use or development of the District Property.

5.2.5. Representations and Warranties. All of District's representations and warranties as set forth herein shall be true as of the Close of Escrow.

5.2.6. No Default. District shall not be in material default hereunder. If City does not give Escrow Holder written notice of District's default, for purposes of this Section 5.2.6 only, District shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow as though District were not in default. City's failure to give such notice to Escrow Holder shall not excuse performance by District of any obligation hereunder.

## 6. Close or Cancellation of Escrow.

### 6.1. Closing Date.

6.1.1. Provided that this Agreement is not earlier terminated pursuant to the terms and provisions hereof and provided that all of the conditions precedent to the Close of Escrow have been satisfied or waived, the Parties agree that the Escrow shall close and Escrow Holder is instructed to close the Escrow on the date that is Thirty (30) days after the expiration of the Due Diligence Period (as defined in Section 3.3 and Section 4.3), (the "**Closing Date**"), unless extended as described in Section 6.1.2; provided however, that in no event shall the Closing Date be later than \_\_\_\_\_, 2018 ("**Outside Closing Date**"). Escrow Holder by closing the Escrow shall be deemed to have irrevocably committed to cause the Title Company to issue any requested District Property Title Policy and City Property Title Policy.

6.1.2. In the event that either Party believes it is necessary to extend the Closing Date, that Party shall have the right to unilaterally extend the Closing Date by ten (10) days by providing written notice to the other Party before the Closing Date. Each Party shall only be entitled to one unilateral extension. The Parties may subsequently extend the Closing Date only by written agreement of both Parties, except that in no event shall the Closing Date be later than the Outside Closing Date without the written agreement of both Parties.

6.1.3. In the event that the Close of Escrow fails to occur by the Outside Closing Date, and neither Party is in default of its obligations hereunder, then the Party for whose benefit the non-satisfied condition exists may cancel the Escrow by written notice to the other Party and to Escrow Holder. In the event that, due to an "**Event of Default**" by a "**Defaulting Party**" (as the quoted terms are defined in Section 9.1 below), the Close of Escrow fails to occur by the Outside Closing Date, then without waiving any rights or remedies which the non-Defaulting Party may have against the Defaulting Party under Section 9, the non-Defaulting Party may cancel the Escrow upon written notice to the Defaulting Party and to Escrow Holder. In the event that the non-Defaulting Party elects not to terminate this Agreement, then the non-Defaulting Party may pursue the remedies for such Event of Default as provided in Section 9.

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## 6.2. Escrow Cancellation.

6.2.1. If, for any reason, the Escrow is cancelled pursuant to Section 6.1.3, Escrow Holder shall return to the Parties delivering same all instruments which are then held by Escrow Holder in connection with the Escrow.

6.2.2. If the Escrow is cancelled pursuant to Section 6.1.3 and neither Party is in default of its obligations hereunder, this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination), and District and City shall each bear one-half (1/2) of the title and Escrow fee and cancellation charges, if any. In such event, neither Party shall be obligated to the other to close the Escrow hereunder.

6.2.3. If the Escrow is cancelled pursuant to Section 6.1.3 and District is the Defaulting Party, District shall pay the Escrow fee and cancellation charges.

6.2.4. If the Escrow is cancelled pursuant to Section 6.1.3 and City is the Defaulting Party, City shall pay the Escrow fee and cancellation charges.

## 6.3. Items to be Delivered into Escrow.

6.3.1. District. On or before one (1) business day prior to the Closing Date, District shall execute and deposit in Escrow the following:

(a) Immediately available funds in the amount of District's share of costs and prorations described in Sections 7.1 and 7.1;

(b) A fully executed grant deed conveying fee simple title to the District Property to the City (the "**District Grant Deed**"), in the form of Exhibit "E" attached hereto, in recordable form;

(c) A nonforeign transferor declaration (the "**Nonforeign Transferor Declaration**") in the form of Exhibit "G" attached hereto;

(d) A California state tax withholding certificate in accordance with the requirements of California Revenue and Taxation Code Sections 18805(d) and 26131 (California Form 593-W for Non-Individual Sellers and California Form 593-C for Individual Sellers), executed by District (the "**California Tax Certificate**"); and

(e) Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue one or more of the District Property Title Policy, if requested by the City, or otherwise required to transfer the District Property to City in accordance with the terms of this Agreement.

6.3.2. City. On or before one (1) business day prior to the Closing Date, City shall execute and deposit in Escrow the following:

(a) Immediately available funds in the amount of City's share of costs and prorations described in Sections 7.1 and 7.3;

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(b) A fully executed grant deed conveying fee simple title to the City Property to District (the “**City Grant Deed**”), in the form of Exhibit “F” attached hereto, in recordable form;

(c) A nonforeign transferor declaration (the “**Nonforeign Transferor Declaration**”) in the form of Exhibit “G” attached hereto;

(d) A California state tax withholding certificate in accordance with the requirements of California Revenue and Taxation Code Sections 18805(d) and 26131 (California Form 593-W for Non-Individual Sellers and California Form 593-C for Individual Sellers), executed by City (the “**California Tax Certificate**”); and

(e) Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the City Property Title Policy, if requested, or otherwise required to transfer the City Property to District in accordance with the terms of this Agreement.

6.4. **Escrow Holder’s Instructions.** At such time as the conditions precedent to the Close of Escrow have been satisfied or waived, Escrow Holder shall:

6.4.1. Collate the counterparts of the Exchange Agreement into two fully executed counterparts;

6.4.2. Date, as of the Close of Escrow, all instruments calling for a date;

6.4.3. Record the District Grant Deed and the City Grant Deed in the Official Records of Riverside County, California (“**Official Records**”);

6.4.4. Give City and District written notice that the Close of Escrow has occurred; and

6.4.5. Deliver to City the District Property Title Policy, and to District the City Property Title Policy, if so requested.

6.5. **Post-Closing Matters.** After the Close of Escrow, Escrow Holder shall deliver the following:

6.5.1. To City: A copy, as recorded, of the District Grant Deed for the District Property, the original Nonforeign Transferor Declaration executed by District, the original California Tax Certificate executed by District, and plain copies of the Nonforeign Transferor Declaration and the California Tax Certificate executed by City.

6.5.2. To District: A copy, as recorded, of the Grant Deed for the City Property, the original Nonforeign Transferor Declaration executed by City, the original California Tax Certificate executed by City, and plain copies of the Nonforeign Transferor Declaration and the California Tax Certificate executed by District.

6.6. **IRS Form 1099-S.** For purposes of complying with Section 6045 of the Code, as amended by Section 1521 of the Code, Escrow Holder shall be deemed the “person responsible for closing the transaction,” and shall be responsible for obtaining the information

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necessary to file and shall file within the time specified with the Internal Revenue Service Form 1099-S, "Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions."

## 7. **Costs and Prorations.**

7.1. **Costs to be Paid by District.** District shall pay the following costs:

7.1.1. The premium for the City Property Title Policy, if such policy is requested by District;

7.1.2. Property tax prorated to the Close of Escrow and documentary transfer taxes, if any, due with respect to the transfer of the District Property;

7.1.3. One-half (1/2) of the Escrow fee.

7.2. **Costs to be Paid by City.** City shall pay the following costs:

7.2.1. The premium for the District Property Title Policy, and to the extent applicable if one or more of such policies are requested by City;

7.2.2. Property tax prorated to the Close of Escrow and documentary transfer taxes, if any, due with respect to the transfer of the City Property;

7.2.3. One-half (1/2) of the Escrow fee.

## 8. **Representations and Warranties; Covenants.**

8.1. **District's Representations and Warranties.** As a material inducement to City to enter into this Agreement, District makes the following covenants, representations and warranties to City set forth in this Section 8.1 as of the date hereof and as of the Close of Escrow.

8.1.1. **Property Owner.** District is the owner of the District Property and has the right, power and authority to transfer the same to City pursuant to this Agreement.

8.1.2. **District's Authority to Execute Agreement.** District is a duly organized, validly existing public City organized and existing under the laws of the State of California. Neither the execution and delivery of this Agreement nor the performance or consummation of the transactions contemplated by this Agreement will result in any breach of or constitute a default under or conflict with any agreement, covenant, law, regulation, ordinance or obligation binding upon District. No approvals, authorizations or consents of any public body or of any person are necessary in connection herewith. District has the legal right, power and authority to enter into this Agreement and all documents, instruments or agreements referenced herein to be executed by District, and to consummate the transaction contemplated hereby. All individuals executing this Agreement and all other documents, instruments or agreements required hereunder, on behalf of District, have the legal right, power and actual authority to bind District to the terms and conditions hereof and thereof.

8.1.3. **Compliance with Law.** District has no knowledge and has received no notice (i) that the District Property is in violation of any applicable statutes,



ordinances, and regulations, including those relating to environmental and health and safety requirements including those governing the storage, discharge, use and cleaning of toxic or hazardous substances and materials; (ii) of any presently pending or threatened action or proceeding under any environmental or health and safety statutes, ordinances, or regulations; or (iii) of the existence of any present or pending order or directive of any city, county, state, or federal authority, or any City thereof, requiring that any work or repair, maintenance, improvement, or pollution or contamination abatement be performed on the District Property.

8.1.4. No Litigation. There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of District's knowledge, threatened against District or the District Property or relating to or arising out of the ownership, management, condition, or operation of the District Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, City, or other governmental instrumentality.

8.1.5. No Mechanic's Liens. No work has been done upon, or materials delivered to, the District Property by or at the request of District, or with District's knowledge, which is not fully paid for, nor, to the best of District's knowledge, does any person, firm or corporation now have, nor, to the best of District's knowledge, will it have upon the giving of any notice or passage of time or otherwise, any mechanic's or materialman's lien rights with respect to the District Property or any part or parcel thereof.

8.1.6. No Adverse Agreements. There are no adverse possessors, tenancies or occupancy agreements affecting possession of the District Property, or any portion thereof, except as disclosed in this Agreement, nor has any option to purchase the District Property, or any portion thereof, been granted by District to any party. No party (other than the City pursuant to this Agreement) has the right to acquire the District Property.

8.1.7. No Bankruptcy Proceedings. District is not the subject of a bankruptcy, insolvency or similar proceeding.

8.1.8. Environmental Status. To the best of District's knowledge, District warrants and represents to City that it is not aware that any release of Hazardous Materials has come to be located upon or under the District Property. Neither District nor, to the actual knowledge of District, without duty of inquiry, any third parties during the period of time the District Property has been owned by District have generated, handled, manufactured, stored, used, transported or discharged any Hazardous Materials on, in or under the District Property, the groundwater or any adjacent property. District is not aware of any underground storage tanks located on or under the District Property. As used herein, the term "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any "hazardous substance" within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") 42 U.S.C. §9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code §25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code §13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; (2) any "hazardous waste" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminant regulated by

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any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

8.1.9. AS-IS. District acknowledges that District has inspected the City Property and made its own independent investigation of the City Property. District further acknowledges that it is acquiring the City Property “AS-IS,” in reliance solely on its own inspection of the City Property and on City’s representations and warranties as set forth herein.

8.2. City’s Representations and Warranties. As a material inducement to District to enter into this Agreement, City makes the following covenants, representations and warranties to District set forth in this Section 8.2 as of the date hereof and as of the Close of Escrow.

8.2.1. Property Owner. City is the owner of the City Property and has the right, power and authority to transfer the same to District pursuant to this Agreement.

8.2.2. City’s Authority to Execute Agreement. City is a duly organized, validly existing public City organized and existing under the laws of the State of California. Neither the execution and delivery of this Agreement nor the performance or consummation of the transactions contemplated by this Agreement will result in any breach of or constitute a default under or conflict with any agreement, covenant, law, regulation, ordinance or obligation binding upon City. No approvals, authorizations or consents of any public body or of any person are necessary in connection herewith. City has the legal right, power and authority to enter into this Agreement and all documents, instruments or agreements referenced herein to be executed by City, and to consummate the transaction contemplated hereby. All individuals executing this Agreement and all other documents, instruments or agreements required hereunder, on behalf of City, have the legal right, power and actual authority to bind City to the terms and conditions hereof and thereof.

8.2.3. Compliance with Law. City has no knowledge and has received no notice (i) that the City Property is in violation of any applicable statutes, ordinances, and regulations, including those relating to environmental and health and safety requirements including those governing the storage, discharge, use and cleaning of toxic or hazardous substances and materials; (ii) of any presently pending or threatened action or proceeding under any environmental or health and safety statutes, ordinances, or regulations; or (iii) of the existence of any present or pending order or directive of any city, county, state, or federal authority, or any City thereof, requiring that any work or repair, maintenance, improvement, or pollution or contamination abatement be performed on the City Property.

8.2.4. No Litigation. There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of City’s knowledge, threatened against City or the City Property or relating to or arising out of the ownership, management, condition, or operation of the City Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, City, or other governmental instrumentality.

8.2.5. No Mechanic’s Liens. No work has been done upon, or materials delivered to, the City Property by or at the request of City, or with City’s knowledge, which is not fully paid for, nor, to the best of City’s knowledge, does any person, firm or corporation now

have, nor, to the best of City's knowledge, will it have upon the giving of any notice or passage of time or otherwise, any mechanic's or materialman's lien rights with respect to the City Property or any part or parcel thereof.

8.2.6. No Adverse Agreements. There are no adverse possessors, tenancies or occupancy agreements affecting possession of the City Property, or any portion thereof, except as disclosed in this Agreement, nor has any option to purchase the City Property, or any portion thereof, been granted by City to any party. No party (other than District pursuant to this Agreement) has the right to acquire the City Property.

8.2.7. No Bankruptcy Proceedings. City is not the subject of a bankruptcy, insolvency or similar proceeding.

8.2.8. Environmental Status. To the best of City's knowledge, City warrants and represents to District that it is not aware that any release of Hazardous Materials has come to be located upon or under the City Property. Neither City nor, to the actual knowledge of City, without duty of inquiry, any third parties during the period of time the City Property has been owned by City have generated, handled, manufactured, stored, used, transported or discharged any Hazardous Materials on, in or under the City Property, the groundwater or any adjacent property. City is not aware of any underground storage tanks located on or under the City Property. As used herein, the term "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any "hazardous substance" within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") 42 U.S.C. §9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code §25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code §13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; (2) any "hazardous waste" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

8.2.9. AS-IS. City acknowledges that City has inspected the District Property and made its own independent investigation of the District Property. City further acknowledges that it is acquiring the District Property "AS-IS," in reliance solely on its own inspection of the District Property and on District's representations and warranties as set forth herein.

## 9. Default.

9.1. Events of Default. The failure of a Party (the "Defaulting Party") to perform any material act to be performed by such Party, to refrain from performing any material prohibited act, or to fulfill any condition to be fulfilled by such Party under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, within ten (10) days after written notice of such failure from the Non-Defaulting Party shall be an "Event of Default" by the Defaulting Party with respect to the Defaulting Party's obligations hereunder; provided, however, that if more than ten (10) days are reasonably required in order to cure such Event of

# ITEM 12.b.

Default, then the Defaulting Party shall be entitled to a maximum of thirty (30) days to effect such cure, provided the Defaulting Party commences cure within such ten (10) day period and diligently proceeds to complete such cure within such thirty (30) day period.

9.2. **Remedies.** Upon the occurrence of any Event of Default by a Defaulting Party, the non-Defaulting Party shall have such rights or remedies available to it under this Agreement or at law or in equity.

## 10. **Casualty Loss; Condemnation.**

10.1. **Notice Re Condemnation or Casualty; Election.** In the event that, prior to the Close of Escrow, all or any portion of the District Property or City Property is taken or proposed to be taken as a result of the exercise or proposed exercise of the power of eminent domain (a “**Condemnation Action**”), or all or any portion of the District Property or City Property is damaged by earthquake, flood or fire (a “**Casualty**”), then the Party that is the current property owner shall, within ten (10) days thereafter, give written notice of such Condemnation Action or Casualty to the other Party (“**Noticed Party**”). Such Noticed Party shall have thirty (30) days following receipt of such notice to elect in writing to accept or not to accept the District Property or City Property, as the case may be, subject to such Casualty or Condemnation Action. Failure of a Noticed Party to notify the other Party of its election within such thirty (30) day period shall be deemed an election not to accept the District Property or City Property, as the case may be, subject to such Casualty or Condemnation Action.

10.2. **Termination of Agreement.** In the event that a Noticed Party elects not to accept the District Property or City Property, as the case may be, subject to such Casualty or Condemnation Action as provided in Section 10.1, the Noticed Party shall cancel the Escrow by written notice to Escrow Holder and the Party that is the current property owner and this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination), and District and City shall each bear one-half (1/2) of the Escrow fee and cancellation charges. In such event, neither Party shall be obligated to the other to close the Escrow hereunder.

10.3. **Proceeds of Condemnation or Casualty Insurance.** In the event that a Noticed Party elects to accept the District Property or City Property, as the case may be, subject to a Casualty or Condemnation Action pursuant to Section 10.1, then the Party owning the property shall assign to the Noticed Party all rights, causes of action, claims, benefits, payments and awards arising from such Condemnation Action or Casualty (including, without limitation, any amount due from or paid by any insurance company or any other party as a result of the damage).

11. **Possession.** Possession of the District Property shall be delivered to City upon the Close of Escrow, subject only to the District Property Permitted Exceptions. Possession of the City Property shall be delivered to District upon the Close of Escrow, subject only to the City Property Permitted Exceptions.

12. **Brokerage Commissions.** Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder’s fee or other compensation based upon the transaction contemplated hereby and each Party shall indemnify and hold harmless the other Party from and against any and all claims,

# ITEM 12.b.

liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by such Party to a commission, finder's fee or other compensation based upon the transaction contemplated hereby. The obligations of PD 80 and City pursuant to this Section 12 shall survive beyond the Close of Escrow or if the Escrow is cancelled, beyond any termination of this Agreement.

## 13. Miscellaneous.

13.1. Notices. All notices or other communications between District and City required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic facsimile transmission (with electronic confirmation of receipt), to the following addresses:

If to City:                   CITY OF COACHELLA  
1515 6<sup>th</sup> Street  
Coachella, California 92236  
Attention: City Manager  
Telephone No.: (760) 398-3502  
Fax No.: (760) 398-5421

If to District:               IMPERIAL IRRIGATION DISTRICT  
333 East Barioni Boulevard, Bldg. J-1  
P.O. Box 937  
Imperial, California 92251  
Attention: General Manager  
Telephone No.: (760) 339-9477  
Fax No.: (760) 339-9392

with a copy to:

Imperial Irrigation District  
1699 West Main Suite, F  
El Centro, CA 92243  
P.O. Box 937  
Imperial, California 92251  
Attention: Supervisor, Real Estate  
Telephone No.: (760) 339-9239  
Fax No.: (760) 482-3510

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. or otherwise on the day following personal delivery, or when

# ITEM 12.b.

received, if transmitted by electronic facsimile transmission (with electronic confirmation of receipt), or two (2) business days following the date the notice is postmarked, if mailed, or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Either Party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

13.2. **Time of the Essence.** Time is of the essence for this Agreement and each and every term and provision hereof.

13.3. **Interpretation; Governing Law.** This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of California and the laws of the United States of America prevailing in California.

13.4. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

13.5. **Performance of Acts on Business Days.** Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

13.6. **Attorneys' Fees.** In the event of any legal action or other proceeding between the Parties regarding this Agreement, any of the documents attached hereto as exhibits, the District Property or the City Property (an "**Action**"), the prevailing Party shall be entitled to the payment by the losing Party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.

13.7. **Post-Judgment Attorneys' Fees.** The prevailing Party in any Action shall be entitled, in addition to and separately from the amounts recoverable under Section 13.6, to the payment by the losing Party of the prevailing Party's reasonable attorneys' fees, court costs and litigation expenses incurred in connection with (a) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (b) any proceeding to enforce a judgment in such Action. It is the intent of the Parties that the provisions of this Section 13.7 be distinct and severable from the other rights of the parties under this Agreement, shall survive the entry of judgment in any Action and shall not be merged into such judgment.

13.8. **Further Assurances; Survival.** Each Party will, whenever and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

13.9. **Entire Agreement; Amendments.** This Agreement, together with the other written agreements referred to herein, is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and

exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all Parties hereto.

13.10. **No Waiver.** A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.11. **Assignment.** Neither Party hereto shall assign its rights under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in such Party's sole discretion.

13.12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

13.13. **Headings; Cross-References; Exhibits.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents. Each of the exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

13.14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

13.15. **Effective Date.** This Agreement shall become effective on the first date on which all of the following have occurred ("**Effective Date**"): (a) this Agreement has been approved by District's governing body; (b) this Agreement has been approved by City's governing body; and (c) this Agreement is approved by the Oversight Board to the City.

13.16 **Special Condition.** Notwithstanding any other term or provision to the contrary set forth in this Agreement, in no event shall this Agreement be interpreted to require a transfer of real property by either party unless the District Property and the City Property are deemed suitable for transfer by both Parties, and are actually transferred to the other Party under the terms of this Agreement at the Close of Escrow.

13.17 **Incorporation of Recitals.** The Recitals are hereby incorporated into this Agreement as if fully and completely rewritten.

13.18 **List of Exhibits.** The following exhibits are hereby incorporated by reference and are made a part of this Agreement:

- |           |  |
|-----------|--|
| Exhibit A | Legal Description of District Property |
| Exhibit B | Legal Description of City Property     |

# ITEM 12.b.

Exhibit C	City Preliminary Title Report
Exhibit D	District Preliminary Title Report
Exhibit E	District Grant Deed
Exhibit F	City Grant Deed
Exhibit G	Non-Foreign Transferor Declaration

*[Signatures Included on Following Page]*



ITEM 12.b.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures below.

Dated: \_\_\_\_\_

**DISTRICT:**

IMPERIAL IRRIGATION DISTRICT, a California irrigation district organized under the California Irrigation District Law, codified as California Water Code Section 20500. *et seq.*

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Attest*

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

Secretary to the Board

Dated: \_\_\_\_\_

**CITY:**

CITY OF COACHELLA, a public body, corporate and politic.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Attest*

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

City Clerk

# ITEM 12.b.

## ACCEPTANCE BY ESCROW HOLDER

Escrow Holder hereby acknowledges receipt of this fully executed Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and accepts the escrow instructions set forth herein.

**ESCROW HOLDER:**

\_\_\_\_\_

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of District Property**

# ITEM 12.b.

## EXHIBIT "B"

### Legal Description of City Property

**EXHIBIT “C”**

**City Preliminary Title Report**

(Attached hereto and made part hereof)

# ITEM 12.b.

## **EXHIBIT “D”**

### **District Preliminary Title Report**

(Attached hereto and made part hereof)

**EXHIBIT “E”**

**District Grant Deed**

# ITEM 12.b.

**EXHIBIT "F"**

**City Grant Deed**



EXHIBIT "G"

Non-Foreign Transferor Declaration

**TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the Property and not the disregarded entity. To inform \_\_\_\_\_

\_\_\_\_\_ ("Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

- 1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder); and
- 2. Transferor's taxpayer identification number is: \_\_\_\_\_; and
- 3. Transferor's address is: \_\_\_\_\_.

The Transferor understands that this Certification may be disclosed to the Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Dated: \_\_\_\_\_, 20\_\_ "TRANSFEROR"  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Recording Requested By  
Imperial Irrigation District

And When Recorded Mail To:

Imperial Irrigation District  
Attn: Real Estate Section  
P.O. Box 937  
Imperial, CA 92251

IID-916A

Space Above This Line For Recorder's Use

APN: 763-131-001

Documentary Transfer Tax \$ R& T §11922; Gov Code §6103  
\_\_\_\_ Computed on Full Value of Property Conveyed, or  
\_\_\_\_ Computed on Full Value less liens and encumbrances  
remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax - Firm Name

**RIGHT OF WAY EASEMENT**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned herewith conveys to IMPERIAL IRRIGATION DISTRICT, its successors or assigns, a right of way easement for the purpose of constructing, operating, and maintaining a power line or lines, overhead and/or underground, and necessary appurtenances attached thereto or as from time to time may be reconstructed, enlarged or otherwise changed, over and across the following described property:

Parcel 1 of Parcel Map No. 16541, as shown on a map thereof filed in Book 89 of Parcel Maps, at Pages 12 and 13, inclusive, in the Office of Riverside County Recorder, lying within the North half of Lot 3 of Coachella Land and Water Company's Subdivision of Section 9, Township 6 South, Range 8 East, San Bernardino Meridian, in the City of Coachella, County of Riverside, State of California.

Said right of way being described as the east 30.00 feet of of the above-described property.

The grantee shall have the right of ingress and egress over and along said right of way for its representatives and equipment. Also the right to keep the right of way free from brush, wood growth or obstructions, which might be, deemed a hazard. The width of said right of way shall not exceed that which is required for the normal operation of equipment for construction and maintenance. Any use of said right of way easement shall not determine or limit the extent of the easement granted herein.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING IMPERIAL IRRIGATION DISTRICT by calling 1-800-422-4133 (Underground Alert), and OBTAINING PERMISSION.

IN WITNESS WHEREOF, said Grantors have hereunto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 2018.

# ITEM 12.b.

CITY OF COACHELLA

By: \_\_\_\_\_  
Steven A. Hernandez, Mayor

By: \_\_\_\_\_  
Angela M. Zepeda, City Clerk

File #T6R8S9

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code §1189

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

State of California )
) ss.
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, NOTARY PUBLIC, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code §1189

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

State of California )
) ss.
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, NOTARY PUBLIC, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(seal)



**ITEM 12.c.**







## STAFF REPORT 2/13/2019

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

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

**SUBJECT:** Notice of Completion – Street R.E.A.S. Rehabilitation Project, Phase I, City project No. ST-77

---

### **STAFF RECOMMENDATION:**

Accept the Street R.E.A.S. Rehabilitation Project, Phase I, City project No. ST-77 as complete and receive a “Certificate of Recognition In Environmental Stewardship” from our contractor Petrochem Materials Innovation, LLC. It is also recommended to direct the City Clerk to record the Notice of Completion attached hereto.

### **BACKGROUND:**

On July 25, 2018, the City Council awarded a contract to Petrochem Materials Innovation, LLC. Phase I, City Project No. ST-77. A Notice to Proceed was issued to the contractor on September 12<sup>th</sup>, 2018. Petrochem Materials Innovation, LLC completed the contract on November 27<sup>th</sup>, 2018.

### **DISCUSSION/ANALYSIS:**

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

### **FISCAL IMPACT:**

The total amount of \$2,098,607 used on the project was paid with Measure A, Gas Tax and SB1 funds.



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

## 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 Street R.E.A.S. Rehabilitation Project ST-77 has been completed and was accepted by the undersigned awarding authority on the date hereof. Road Way Improvements are located within City right-of-way totaling 78 City roads.

The contractor on such work was Petrochem Materials Innovation LLC, and the surety on his bond is Liberty Mutual Insurance Company 790 the City Drive South, Suite #200, Orange, CA 92868.

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: November 27th, 2018  
 (Date of Completion)

City of Coachella  
 (Name of Political Subdivision)

By: \_\_\_\_\_  
 Steven A. Hernandez

Title: Mayor

State of California)

) ss

County of Riverside)

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

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

\_\_\_\_\_  
 Angela Zepeda, City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)



ITEM 12.d.





## STAFF REPORT 2/13/2019

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

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

**SUBJECT:** Authorizing the City Manager to Execute Agreement between the County of Riverside and the City of Coachella for Avenue 52 and Avenue 54 Street Roadway Improvements, City Project ST-116.

---

### **STAFF RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to execute agreement between the County of Riverside and the City of Coachella and make the payments described below to the County for Avenue 52 and Avenue 54 Street Roadway Improvements, City Project ST-116.

### **BACKGROUND:**

The City of Coachella Engineering Department has agreed to enter into a Cooperative agreement for the resurfacing of the North half of 52<sup>nd</sup> Avenue, 54<sup>th</sup> Avenue, and the southerly segment of 54<sup>th</sup> Avenue between Tyler Street and a quarter mile east of Tyler Street which is within the city limits. Two projects are being combined to bid as one project in order to gain efficiencies by eliminating multiple bidding and administrative procedures, and to seek more favorable bids associated with larger bid quantities. Roadway resurfacing is needed due to the deteriorated pavement conditions. The proposed resurfacing of 52<sup>nd</sup> Avenue and 54<sup>th</sup> Avenue consists of cold-in-place recycling the existing pavement and placement of new rubberized hot mix asphalt.

### **DISCUSSION/ANALYSIS:**

County of Riverside will fully manage this project and has prepared plans and specifications that has been approved by this engineering department, the project is already on the advertise phase with the County and is expected to open bids by February 22<sup>nd</sup> this year. The amount the city has to pay is estimated to cost approximately \$1,108,503 divided in three consecutive fiscal years. A final funding agreement between the City of Coachella and the County of Riverside, will be brought forth prior to or concurrent with the cooperative agreement to city council with a complete cost breakdown per fiscal year.

### **FISCAL IMPACT:**

No fiscal impact to the General Fund. The total cost for the project will be split it in three fiscal years and amounts will be taken from Measure A and SB 1 funds.





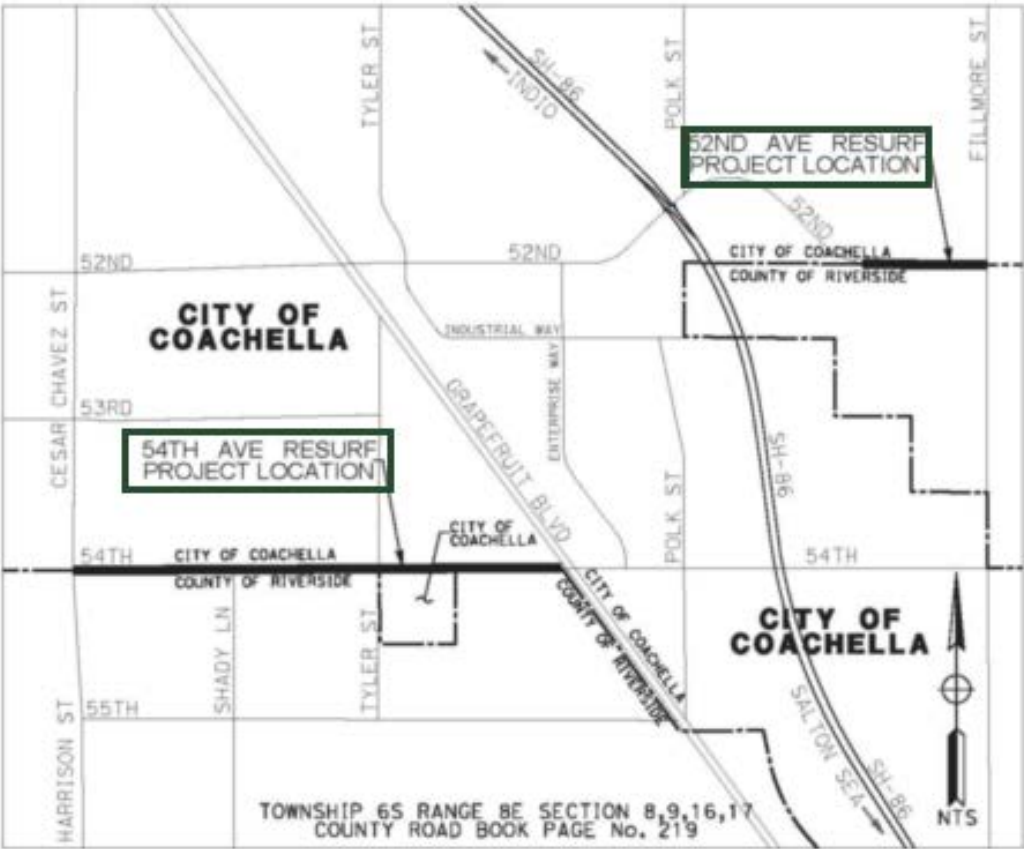
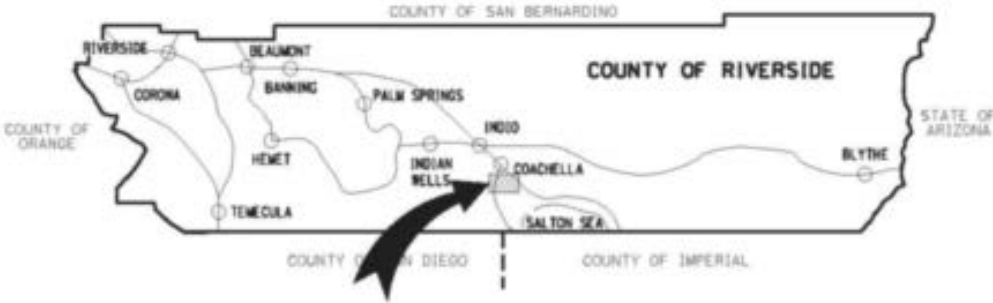
COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

52nd Avenue and 54th Avenue  
Resurfacing Projects

Fillmore Street to Westerly 0.38 Miles  
Grapefruit Boulevard to Harrison Street

Community of Thermal and City of Coachella

Project No. C1-0593, C1-0595



VICINITY MAP



SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF COACHELLA

FOR

AVENUE 52 STREET ROADWAY IMPROVEMENTS

AND

AVENUE 54 STREET ROADWAY IMPROVEMENTS

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Coachella, (hereinafter "CITY") for Roadway Improvements to 52<sup>ND</sup> Street and 54<sup>th</sup> Street, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. The COUNTY currently has Roadway Improvement Projects on Avenue 52 from Fillmore Street to 0.38 miles westerly of Fillmore Street and on Avenue 54 from Harrison Street to Grapefruit Boulevard, which excludes work outside of the COUNTY's jurisdiction (COUNTY PROJECTS).
- B. COUNTY and CITY have mutually agreed that Avenue 52, a 24' wide two lane facility, between Fillmore Street to 0.38 miles westerly of Fillmore Street, is in need of roadway improvements.
- C. COUNTY and CITY have mutually agreed that Avenue 54, a variable width two lane facility, between Harrison Street and Grapefruit Boulevard, is in need of roadway improvements.
- D. The CITY limit is along the north side of Avenue 52 for the entire project limits and along the north side of Avenue 54 for the entire project limits including the south side between Tyler Street and approximately 1,350 east of Tyler Street as shown on "Exhibit A" and "Exhibit B" (Vicinity/Project Map) respectively. All improvement being proposed within CITY limits shall be referred to as CITY PROJECTS.
- E. The Roadway Improvement on Avenue 52 & Avenue 54 will consist of Cold-In-Place Recycling of the existing pavement, and overlaying the roadway with Rubberized Hot Mix Asphalt. Incidental work will include and not be limited to constructing a safety edge, shoulder backing, repair of damaged concrete improvements, pavement widening, replacement of signage, and striping the roadway.

# ITEM 12.d.

## *Avenue 52 & Avenue 54 Street Roadway Improvements*

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

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

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

### **AGREEMENT**

8  
9 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as  
10 follows:

#### **SECTION 1 • COUNTY AGREES:**

- 11
- 12 1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the  
13 CITY PROJECTS. The COUNTY is providing services on a reimbursable basis as shown on "Exhibit C"  
14 and has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECTS.
  - 15 2. To prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECTS and submit to CITY  
16 for review and approval at appropriate stages of development. Final plans for improvements shall be  
17 prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California.  
18 Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit  
19 construction bids until CITY has approved the PS&E documents.
  - 20 3. To identify and locate all utility facilities within the limits of the CITY PROJECTS as part of its design  
21 responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECTS  
22 construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their  
23 protection, relocation, or removal. All utility facilities shall be identified on the plans and specifications,  
24 and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors  
25 performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to  
26 the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort  
27 to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case  
28 that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne  
29 by the CITY.

# ITEM 12.d.

## *Avenue 52 & Avenue 54 Street roadway improvements*

- 1 4. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way  
2 for the purposes of constructing PROJECTS.
- 3 5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY  
4 PROJECTS.
- 5 6. To advertise, award and administer a public works contract for the construction of the CITY PROJECTS  
6 in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental  
7 requirements, laws or regulations, including but not limited to the local agency public construction codes,  
8 California Labor Code, and California Public Contract Code.
- 9 7. To furnish a representative to perform the function of Resident Engineer during construction of CITY  
10 PROJECTS.
- 11 8. To furnish a representative to perform the function of Resident Engineer during construction of CITY  
12 PROJECTS.
- 13 9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction  
14 surveys, soils and compaction tests, measurement and computation of quantities, testing of construction  
15 materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and  
16 other inspection and staff services necessary to assure that the construction is performed in accordance  
17 with the PS&E documents.
- 18 10. To construct the CITY PROJECTS in accordance with approved PS&E documents.
- 19 11. To submit any contract change order that causes the construction contract to exceed 10% of the contract  
20 bid amount for CITY PROJECTS improvements that are located within the jurisdictional boundaries of the  
21 CITY to CITY for review and approval prior to final authorization by COUNTY.
- 22 12. To furnish CITY one complete set each of full-sized film positive reproducible as-built plans and all  
23 contract records, including survey documents, within three hundred and sixty-five (365) days following the  
24 completion and acceptance of the PROJECTS construction contract. Electronic copies of completed  
25 plans are available if CITY desires. If electronic copies are provided, they will be provided on CD-R  
26 media.
- 27 13. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion  
28 and acceptance of the CITY PROJECTS construction contract. If final costs associated with the CITY's  
29 improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with

# ITEM 12.d.

## Avenue 52 & Avenue 54 Street Roadway Improvements

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

### 4 SECTION 2 • CITY AGREES:

- 5 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should  
6 unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit C",  
7 CITY will in good faith amend this Agreement to include any such costs under this Agreement.
- 8 2. To deposit with COUNTY, within 30 days of executing this agreement, two hundred thousand dollars  
9 (\$200,000) (the "Deposit"), as provided in "Exhibit C". With the remaining funds being paid within 3 fiscal  
10 years for a grand total of one million one hundred eight thousand five hundred three dollars and fifty six  
11 cents (\$1,108,503.56) to be paid by CITY.
- 12 3. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
13 contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and  
14 other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and  
15 construction of the CITY PROJECTS.
- 16 4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and  
17 the construction of CITY PROJECTS, and to verify facilities are constructed as required by this  
18 Agreement, if applicable.
- 19 5. To provide at no cost to the CITY PROJECTS, oversight of the CITY PROJECTS, to provide prompt  
20 reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing  
21 of the CITY PROJECTS.
- 22 6. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for  
23 CITY PROJECTS submitted by COUNTY for services rendered in accordance with this Agreement.

### 24 SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

- 25 1. The total cost to CITY to complete PS&E documents, construction, including construction survey,  
26 inspection and a material testing for CITY PROJECTS, including a 10% contingency, is estimated to be,  
27 one million one hundred eight thousand five hundred three dollars and fifty six cents (\$1,108,503.56) as  
28 detailed in "Exhibit C".
- 29 2. COUNTY shall not be obligated to commence construction of the CITY PROJECTS until after receipt of

1 CITY's deposit as required in Section 2.

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

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

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

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

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

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

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

# ITEM 12.d.

1 party hereto.

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

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

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

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

17 COUNTY:

18 Riverside County Transportation Department

19 Attn: Patricia Romo,

20 Director of Transportation

21 4080 Lemon Street, 8th Floor

22 Riverside, CA 92501

23 Phone: (951) 955-6740

CITY:

City of Coachella

Attn: Jonathan Hoy

City Engineer

1515 Sixth Street

Coachella, CA 92236

Phone: (760) 398-5744



APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_ Dated: \_\_\_\_\_

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By \_\_\_\_\_ Dated: \_\_\_\_\_

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CITY Approvals

APPROVED BY:

\_\_\_\_\_ Dated: \_\_\_\_\_

William B. Pattison

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

CITY Attorney

ATTEST:

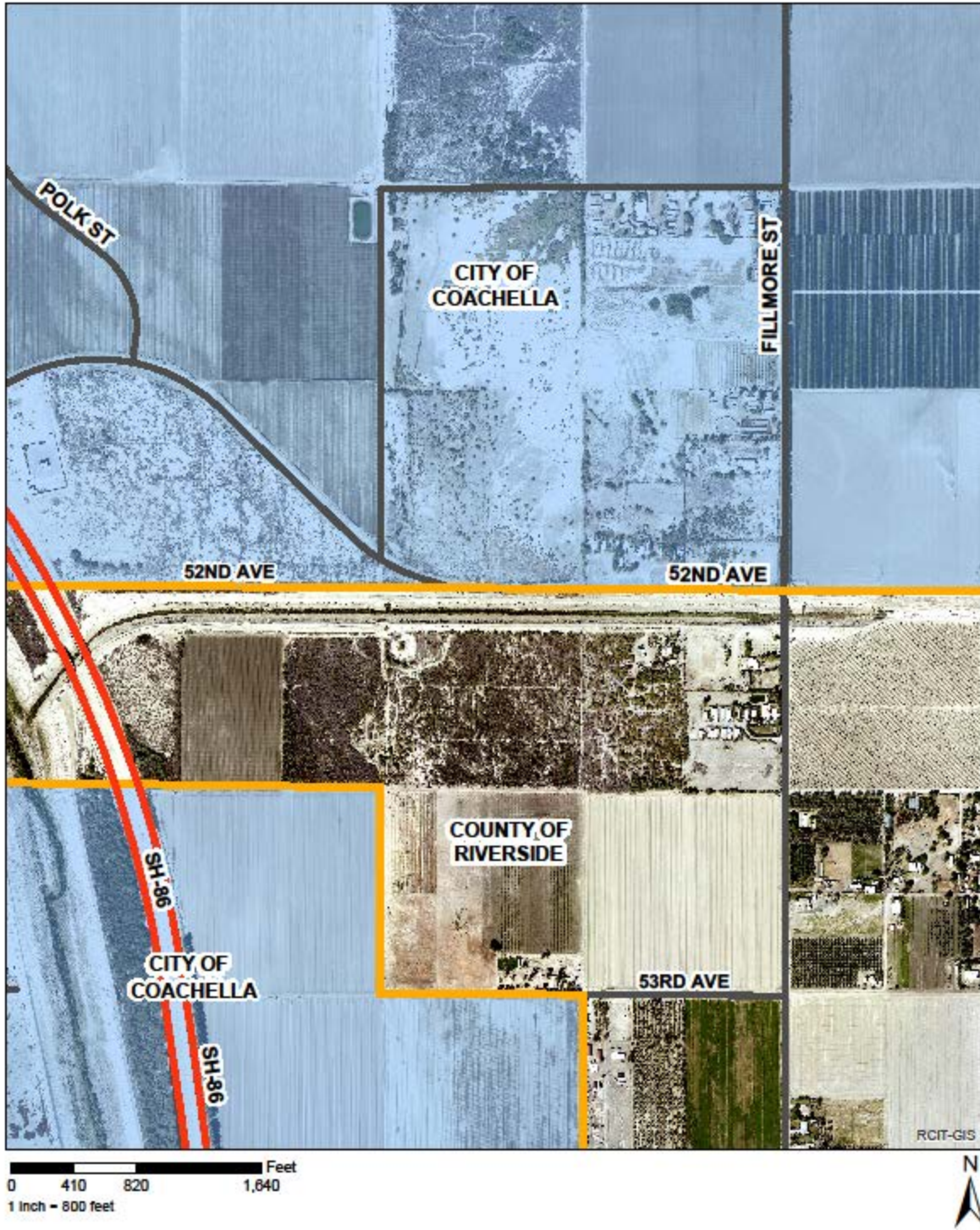
\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

# ITEM 12.d.

## EXHIBIT A

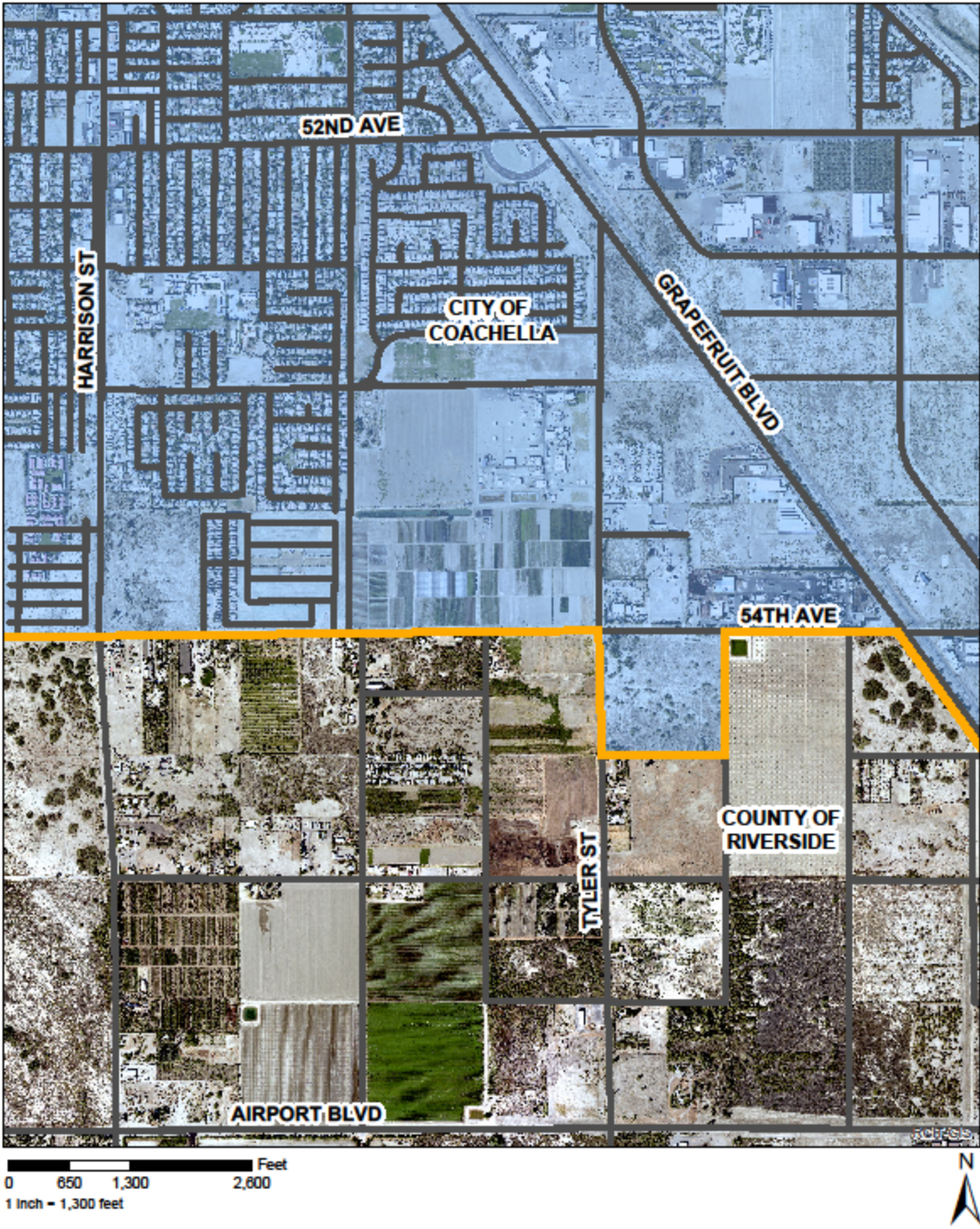
### VICINITY/PROJECT MAP



## 52<sup>nd</sup> Avenue Resurfacing C1-0593

EXHIBIT B

VICINITY/PROJECT MAP



54<sup>th</sup> Avenue Resurfacing  
C1-0595

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**EXHIBIT C**

**CITY PROJECT COST**

**ESTIMATED COSTS:**

TASK	CITY COSTS 52 <sup>nd</sup> Avenue	CITY COSTS 54 <sup>th</sup> Avenue	TOTAL CITY COSTS
Construction	\$166,088.50	\$740,976.75	\$907,065.25
Construction contingency (10%)	\$16,608.85	\$74,097.68	\$90,706.253
Construction Engineering & Inspection (15%)	\$24,913.28	\$111,146.51	\$136,059.79
Credit for Van Buren St Signal			-25,328.00
<b>TOTAL PROJECT COST</b>	<b>\$207,610.63</b>	<b>\$926,220.94</b>	<b>\$1,108,503.56</b>

City of Coachella will pay full amount in 3 fiscal years

Year 1 (FY 18/19):     \$200,000.00 (DEPOSIT)

Year 2 (FY 19/20):     TBD

Year 3 (FY 20/21):     TBD

**ITEM 12.e.**





## STAFF REPORT 2/13/2019

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

**FROM:** Maritza Martinez; Public Works Director

**SUBJECT:** Recommend approval of First Amendment to Memorandum of Understanding (MOU) for Library Operations at the Coachella Library between the City of Coachella and County of Riverside.

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### **STAFF RECOMMENDATION:**

Recommend approval of First Amendment to Memorandum of Understanding (MOU) for Library Operations at the Coachella Library between the City of Coachella and County of Riverside.

### **EXECUTIVE SUMMARY**

On June 27, 2018, City Council approved a Memorandum of Understanding (MOU) between the County of Riverside and City of Coachella for library services at the new Coachella Library. The MOU was approved and executed by the County on September 25, 2018. The MOU identifies that the County will operate the Coachella Library for forty (40) hours each week at no cost to the City. Additionally, the MOU identifies that the City provides for all utility expenses and building maintenance needs for the facility (the only exception is internet services will be provided by County to library designated area).

The County appropriated funds to provide for furnishing the inside of the new Coachella Library; not including the Library Conference Rooms. The attached First Amendment (Amendment) to the MOU will allow for the City to be reimbursed by the County for the costs expensed by the City to purchase the furniture that is inside the library space operated by the County; reimbursement amount is \$370,286. The MOU and Amendment identify that the County shall own and be responsible for repair, maintenance and replacement of all said furniture and staff equipment.

### **FINANCIAL IMPACT**

The recommended action will have a positive financial impact to the capital improvement fund in the amount the County will reimburse the City totaling \$370,286.

Attachments:

Amendment to Memorandum of Understanding





**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU)  
FOR LIBRARY OPERATIONS AT THE COACHELLA LIBRARY BETWEEN THE CITY OF  
COACHELLA AND THE COUNTY OF RIVERSIDE**

This First Amendment to the Memorandum of Understanding (“First Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”) by and between the COUNTY OF RIVERSIDE (“COUNTY”), a political subdivision of the State of California, and the CITY OF COACHELLA (“CITY”), a California municipal corporation, sometimes collectively referred to as the “Parties”.

WHEREAS, the COUNTY and CITY entered into that certain Memorandum of Understanding (MOU) for Library Operations (“Original MOU”) on September 25, 2018, setting forth the terms and conditions for the COUNTY to provide library operations to the library located at 1500 Sixth Street, Coachella, CA 92236 (“Coachella Library”); and

WHEREAS, the CITY purchased all the furniture for the Coachella Library with its project construction funds (“Furniture”); and

WHEREAS, pursuant to Section 8 of the Original MOU, the COUNTY shall own all furniture and equipment in the Coachella Library; and

WHEREAS, the CITY desires to sell, and COUNTY desires to purchase, the Furniture; and

WHEREAS, both Parties desire to amend the Original MOU to provide the terms and conditions by which COUNTY shall purchase the Furniture from the CITY.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. SECTION 8. Section 8(A) is hereby deleted in its entirety and replaced by the following:

**A.** The equipment, software, back end services, and network for the Coachella Library, as described below, have been purchased and provided by the COUNTY. The furniture for the Coachella Library (“Furniture”), as described below and more specifically in the Bill of Sale attached hereto as Exhibit “A” and incorporated herein by reference, has been purchased by the City with its project construction funds.

# ITEM 12.e.

1 The COUNTY will purchase the Furniture from the City for the amount of \$370,286  
2 (“Purchase Price”), and upon payment of the Purchase Price, the City shall execute a  
3 Bill of Sale in the form attached hereto as Exhibit “A” and incorporated herein by  
4 reference. COUNTY shall own all equipment, software, back end services, network, and  
5 furniture in the Coachella Library to include the following:

## 6 **Equipment**

- 7 • 2 Flat Screen TVs
- 8 • 2 Chromecast for TVs
- 9 • 24 Public Computers
- 10 • 2 Self check Computers
- 11 • 2 Circulation Computers
- 12 • 4 Receipt Printers
- 13 • 4 Barcode Scanners
- 14 • 1 Xerox Copier/Public Printer
- 15 • 1 Printing Pay Station w/Credit Card
- 16 • 1 Manager Xerox Printer
- 17 • Telephones

## 18 **Software**

- 19 • Deep Freeze
- 20 • Microsoft Office
- 21 • Polaris Self check Licenses
- 22 • Polaris ILS
- 23 • Envisionware PC Res
- 24 • Go Print Print Services
- 25 • Printer On Mobile Printing

## 26 **Back End Services**

- 27 • Microsoft Domain Services

28

- DNS
- RCLS Website
- Email

**Network**

- Aruba Wireless (From existing site)
- HP 48 Port Switch
- LAN/WAN Erated Services (May require DSL until Fiber is moved from existing library)

**Furniture**

- Chairs
- Tables
- Bookshelves
- Desks
- Office furniture
- Meeting room furniture

2. EXHIBITS. The Original MOU is hereby amended by adding the Exhibit "A" attached hereto.

3. CAPITALIZED TERMS; FIRST AMENDMENT TO PREVAIL. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Original MOU, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Original MOU, as heretofore amended, and shall supplement the remaining provisions thereof.

4. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Original MOU shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Original MOU and each and all of their respective provisions. Subject to the provisions of the Original MOU as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs,

# ITEM 12.e.

1 executors, administrators, successors and assigns of the parties hereto. If any provisions of  
2 this First Amendment or the Original MOU shall be determined to be illegal or unenforceable,  
3 such determination shall not affect any other provision of the Original MOU and all such other  
4 provisions shall remain in full force and effect. The language in all parts of the Original MOU  
5 shall be construed according to its normal and usual meaning and not strictly for or against  
6 either COUNTY or CITY.

7           5.     EFFECTIVE DATE.   This First Amendment shall not be binding or  
8 consummated until its approval by the Riverside County Board of Supervisors and fully  
9 executed by the Parties.

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1 IN WITNESS WHEREOF, COUNTY and CITY have caused this First Amendment to  
2 be duly executed on the day and year written above.

3  
4 COUNTY OF RIVERSIDE, a political  
5 subdivision of State of California

CITY OF COACHELLA, a California  
municipal corporation

6  
7 By: \_\_\_\_\_  
8 Kevin Jeffries, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Steven Hernandez, Mayor

9  
10 ATTEST:  
11 Kecia Harper-Ihem  
Clerk of the Board

ATTEST:

12  
13 By: \_\_\_\_\_  
14 Deputy

By: \_\_\_\_\_  
City Clerk

15  
16 APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

APPROVED AS TO FORM:

17  
18 By: \_\_\_\_\_  
19 Thomas Oh  
Deputy County Counsel

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

# ITEM 12.e.

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Exhibit "A"  
Bill of Sale

[attached on the following page]

## BILL OF SALE

This Bill of Sale (“Bill of Sale”) is executed as of \_\_\_\_\_ by the City of Coachella, a California municipal corporation, (“Seller”) in favor of the County of Riverside, a political subdivision of the State of California, (“Buyer”).

### RECITALS

WHEREAS, the Buyer and Seller entered into that certain Memorandum of Understanding (MOU) for Library Operations (“Original MOU”) on September 25, 2018, setting forth the terms and conditions for the Buyer to provide library operations to the library located at 1500 Sixth Street, Coachella, CA 92236 (“Coachella Library”); and

WHEREAS, the Seller purchased all furniture items for the Coachella Library listed and described in the Exhibit “A” attached hereto and incorporated herein by reference (“Furniture”); and

WHEREAS, the Seller is the owner of the Furniture; and

WHEREAS, the Buyer and Seller entered into that certain First Amendment to the Original MOU, dated \_\_\_\_\_, 2019, whereby Buyer and Seller amended the Original MOU to provide the terms and conditions by which Buyer would purchase the Furniture from Seller; and

WHEREAS, Seller desires to sell, assign, and transfer to Buyer all of Seller’s rights, title, and interest in and to the Furniture.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Seller agrees as follows:

1. Seller transfers to Buyer all of Seller’s rights, title, and interest in the Furniture.
2. Seller warrants and covenants to Buyer that Seller owns all right, title, and interest in the Furniture identified in Exhibit “A” attached hereto, free and clear of all liens, mortgages, encumbrances, security interests, and adverse claims, and has the right to transfer the Furniture to Buyer. Seller further agrees that Seller will defend Buyer’s rights, title, and interest in the Furniture against the demands of anyone claiming through Seller and any person who may lawfully claim the same.
3. Seller covenants that it will, at any time and from time to time after the execution of this Bill of Sale, upon written request of Buyer and without further consideration, execute and deliver to Buyer such instruments of transfer, assignment, and conveyance in addition to this Bill of Sale, and to take such other actions as Buyer may reasonably request, in order to fully or more effectively assign and transfer to and vest in Buyer all the property of

# ITEM 12.e.

Seller intended to be transferred and assigned hereby, or to protect the Buyer's rights, title and interest in and enjoyment of any such property.

4. If any suit or action is instituted to enforce the rights of either party under this Bill of Sale, the successful party, as adjudicated by a court, shall be entitled to reasonable attorney's fees and court costs.

5. This Bill of Sale and assignment shall be governed and construed in accordance with California law.

6. All references to "Seller" and "Buyer" herein shall be deemed to include their respective nominees, successors and/or assigns, where the context permits.

Dated: \_\_\_\_\_, 2019

SELLER:

City of Coachella, a California municipal corporation

By: \_\_\_\_\_  
Steven Hernandez, Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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



Exhibit "A"

to

Bill of Sale

[attached on the following page]



## "Exhibit A"

## FURNITURE INVENTORY LIST

**DESKS**

<b>QTY</b>	<b>ITEM DESCRIPTION</b>	<b>ITEM #</b>
20	Agati Computer Workstations	SF-1
1	Agati Reception Desk	SF-2
1	Global Princeton Private Office Desk	SF-3

**SEATING**

<b>QTY</b>	<b>ITEM DESCRIPTION</b>	<b>ITEM #</b>
2	Sit on It Amplify Midback Task Chairs	CH-1A
4	Sit on It Amplify Midback Task Chairs	CH-1B
8	Landscape Forms Palisade 72" Benches	CH-2
78	Agati Curtis Panel Back Side Chairs	CH-3A - CH-3D
34	Sit on It Rowdy Side Chairs	CH-4
10	Global Citi Lounge Chairs	CH-5
8	Herman Miller Swoop Lounge Chairs	CH-6
8	Coalesse Bix Lounge Chairs	CH-7A - CH-7B
4	Arcadia Serafinita Lounge Chairs	CH-8
8	Leland Little Marquette Side Chairs	CH-9
7	Tenjam Puzzler Duraflex Ottomans	CH-10A - CH-10G
12	Hightower Four Cast Bar Stools	CH-11

**SHELVING**

<b>QTY</b>	<b>ITEM DESCRIPTION</b>	<b>ITEM #</b>
2	Valentine Tiered Display Shelving Units	A-1
71	Marathon Library Shelves (units in pieces)	S-1 – S-6

**TABLES**

<b>QTY</b>	<b>ITEM DESCRIPTION</b>	<b>ITEM #</b>
6	Agati Round Tables with X Base, 36"	T-1
8	Agati Rectangle Tables with Y Base, 30x72	T-2
15	First Office Applause Training Tables 30x60	T-3
2	First Office Applause Training Tables, 24x36	T-4
3	Agati Standing Height Power Bar Tables, 36x120	T-5A, T-5B
11	Global Bakhiti Round Tables	T-6
2	ERG Junior Post Square Tables, 30"	T-7
2	First Office Applause Training Tables, 24x48	Self-Checkout

**Library Furniture Total - \$370,286**



ITEM 12.f.





**STAFF REPORT**  
**2/13/2019**

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

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Approve a Community Based Grant to Coachella Valley Rescue Mission in the Amount of \$1,000.00 to Support their Shelter Program

---

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) to the Coachella Valley Rescue Mission in the amount of \$1,000.00 to support their shelter program.

**BACKGROUND:**

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 18-19 budget includes an allocation of \$15,000 for the Community Based Grant Program.

**DISCUSSION/ANALYSIS:**

Since 1971, the Coachella Valley Rescue Mission (CVRM) has been an oasis, a place of refuge for the homeless and needy in the Coachella Valley. CVRM is a safe haven, a place of rest for the weary and a place where daily physical and spiritual needs may be met. Over the years the mission has continued to meet the ever growing needs of individuals, who for a variety of reasons have found themselves without the basic necessities of life. A dedicated staff and volunteers serve more than 340,000 meals annually and provide shelter to thousands of men and women with children. Food, clothing, and showers are also provided for those who choose not to shelter with them.

# ITEM 12.f.

## **ALTERNATIVES:**

1. Award Coachella Valley Rescue Mission a Community Based Grant in the amount of \$1,000.00.
2. Do not award Coachella Valley Rescue Mission a Community Based Grant.

## **FISCAL IMPACT:**

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$3,891.00 for the remainder of the fiscal year.



**ITEM 13.a.**





**STAFF REPORT**  
**2/13/2019**

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

**FROM:** Maritza Martinez; Public Works Director

**SUBJECT:** Direct staff pertaining advertisement of vacancies for Parks and Recreation Commission membership due to consecutive absences by two current members.

---

**STAFF RECOMMENDATION:**

Direct staff pertaining advertisement of vacancies for Parks and Recreation Commission membership due to consecutive absences by two current members.

**EXECUTIVE SUMMARY:**

Council approval of Ordinance 1072 identifies that the City's Parks and Recreation Commission membership to consist of five members and one alternate member. As established by ordinance this Commission meets on a monthly basis. The Commission has experience recurring unexcused absences by two of its current membership. The City's Municipal Code identifies that *In the event a member of the commission has three consecutive unexcused absences from meetings of the commission, the City Council may declare the office of such a member vacant. Vacancies, whether scheduled or unscheduled shall be filled by the City Council.*

Two of the commission's members, Commissioner Davila and Commissioner Gutierrez, have had three or more consecutive unexcused absences. Staff has reached out to both members and asked if they still had interest in continuing to serve as Parks and Recreation Commissioners. The response received from Commissioner Davila identified that he is still interested and the three absences were due to health and work conflicts; he had not previously communicated the reason for his absences to the Commission or staff. Commissioner Gutierrez advised staff in his response that due to ongoing work conflicts he will not be able to continue to serve as a commissioner at this time.

Staff is requesting City Council direction pertaining to identification of one or two vacant commissioner positions and approval to set an advertisement period of two months (February 14 – April 15) for recruitment of identified vacancies.

**ALTERNATIVES:**

1. Direct staff to advertise one alternate Parks and Recreation Commissioner vacancy from February 14 – April 15, 2019.

# ITEM 13.a.

2. Direct staff to advertise two Parks and Recreation Commissioner vacancies, one commissioner vacancy and one alternate commissioner vacancy, from February 14-April 15, 2019
3. Provide alternative direction.

**FISCAL IMPACT:**

The recommended action will not have a financial impact.

Attachment:  
Parks and Recreation Commissioner Application



# CITY OF COACHELLA

## PARKS AND RECREATION COMMISSION APPLICATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

.....

**PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:**

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. What special qualities can you bring to the Commission?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# ITEM 13.a. ON COMMISSION APPLICATION

PAGE 2

4. Do you have any questions or comments about the Commission's structure or functions?

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5. What roles or involvement have you had in sports leagues? Please identify the league(s), if any, of which you have been a member or parent.

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6. Other comments and/or ideas as to how you as a member of the Parks and Recreation Commission could benefit the City of Coachella.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

.....  
**PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:**

City Clerk's Office  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

**ITEM 13.b.**







## STAFF REPORT 2/13/2019

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

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

**SUBJECT:** Authorize the City Manager to Amend the Professional Service Agreement with TKE Engineering as Amendment No. 1; Receive and File the Coachella Water Authority Water Master Plan 2017

---

### **STAFF RECOMMENDATION:**

Authorize the City Manager to Amend the Professional Service Agreement with TKE Engineering as Amendment No. 1 for an additional amount of \$92,500.00; Receive and File the Coachella Water Authority Water Master Plan 2017.

### **EXECUTIVE SUMMARY:**

On December 12, 2012 City Council authorized the City Manager to execute a Professional Service Agreement with TKE Engineering for the preparation of the Coachella Water Authority Master Plan in the amount of \$173,900.00.

TKE provided services beyond those services described in the original proposal which included additional coordination meetings and research related to the La Entrada Development Project; the preparation of a Supplemental Water Supply Program and Fee Study; capacity determination as part of the water impact fee study, and assistance with the City's Chromium 6 Compliance Study.

The Coachella Water Authority Water Master Plan was completed in August 2017. The Master Plan document is intended to be used as a guideline for the planning of the potable water system for the City.

### **FISCAL IMPACT:**

An appropriation from the City of Coachella Water Authority Enterprise Fund reserves will be made in the amount of \$92,500.00.



**AMENDMENT NO.1**  
**CITY OF COACHELLA**  
**Professional Services Agreement**  
**With: Michael Baker International**  
**For: Professional Engineering Design Services**  
**City Project No. W-32/S-14**

**1. PARTIES AND DATE.**

This Amendment No.1 to the Professional Service Agreement (“Amendment No.1”) is made and entered into this day of \_\_\_\_\_, 2019 by and between the City of Coachella (“City”) and TKE Engineering (“Consultant”). The City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No.1.

**2. RECITALS.**

2.1 Agreement. The City and Consultant entered into that certain Agreement for Professional Services (“Agreement”), on December 12, 2012.

2.2 Amendment. The City and Consultant desire to amend the Agreement to amend the Scope of Work, Schedule and Compensation of the Agreement as set forth in this Amendment No.1.

**3. AMENDMENTS.**

3.1 Scope of Services and Term. Section 3.1., of the Agreement shall be amended as follows:

3.1.1 General Scope of Services. The addition of services described in Exhibit “A” attached hereto and incorporated herein by reference.

3.1.2 Term. The term of the Agreement shall change and shall be set for May 1, 2019, unless terminated as provided in the Agreement.

3.2 Responsibilities of Consultant. Section 3.2., of the Agreement shall be amended as follows:

3.2.2 Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, the City shall respond to Consultant’s submittals in a timely manner. Upon request of the City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3 Fees and Payments. Section 3.3., of the Agreement shall be amended as follows:

3.3.1 Compensation. Consultant shall receive compensation as described in the original Agreement, and in addition compensation, including authorized reimbursements, for all

# ITEM 13.b.

Services rendered under this Amendment No.1 at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The new total compensation shall not exceed the project total estimate of **Two Hundred Sixty Six Thousand Four Hundred Dollars (\$266,400.00)** without written approval of the **City Manager**. Extra Work may be authorized, as described below in Exhibit "C", and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

3.5 Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

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

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

**CITY OF COACHELLA**

**TKE ENGINEERING**

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

By: \_\_\_\_\_  
Michael P. Thornton, P.E, P.L.S.  
President

*Attest:*

\_\_\_\_\_  
City Clerk, Angela Zepeda

Approved as to Form:

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

**EXHIBIT "A"**

**(ADDITIONAL) SCOPE OF SERVICES**

**DRAFT**

October 23, 2017

Jonathan Hoy, Assistant City Manager  
**CITY OF COACHELLA**  
1515 6<sup>th</sup> St.  
Coachella, CA 922236

Subject: Coachella Water Authority  
Water System Master Plan and Related Work

Dear Mr. Hoy:

In 2012, the City of Coachella (City) retained TKE Engineering Inc. (TKE) to prepare the Water System Master Plan. TKE provided services beyond those services described in our proposal as presented in the following paragraphs:

**1. Coordination and Meetings (\$10k)**

TKE provided coordination and attended meetings beyond those budgeted in our proposal. Additional coordination and meetings were related to the La Entrada Development project (meetings and conferences with RBF Consulting and the City), consumption factor revisions related to CVWD imported water supply fees, system excess capacity determination as requested by City staff, assistance with the City's Chromium 6 compliance study, and developing source substitution opportunities to reduce required additional production to accommodate growth.

**2. Research (\$2.5k)**

In addition to the research described in our proposal, TKE provided additional research to incorporate newly adopted regulations, development requirements, and recently completed regional reports.

**3. Water Requirements (\$30k)**

The City requested utilization of similar water consumption factor categories as CVWD's Supplemental Water Supply Program and Fee Study rather than the historic factors that the City used in previous WMP's. More specifically,

the use of land area based factors (amount/acre) rather than unit factors (amount/unit). TKE revised annual water consumption factors to be used in the WMP analyses. Revised factors were developed for existing and future water demands.

TKE prepared, not included in the original proposal, a Supplemental Water Supply Program and Fee Study Report. The report included description of historic water uses, water resources, consideration of water agreements, future water demands and consumption factors, and recommended water supply fees structure.

#### **4. Existing System Hydraulic Modeling/Identify System Deficiencies (\$20k)**

TKE provided additional services beyond those described in our proposal related to model calibration. TKE performed field investigations to confirm modeling was consistent with actual operating conditions.

In addition, TKE was requested to complete other added work including evaluating the system for elimination of the water line that existed within the Avenue 52 Grade Separation Project. TKE prepared model runs and concluded that the system would continue to provide adequate fire flows without the pipeline.

Also, the City requested an excess capacity analysis - an analysis that would show available capacity for growth without system improvements. Furthermore, after completion of the calibrated model, the City requested that TKE assist Hazen, another City consultant, with its Chromium 6 Compliance Study. Coordination included assistance in reviewing materials, performing requested modeling, collecting requested data, and providing modeling results. TKE also prepared a requested analysis comparing well and pump performance data sets (Layne pump data vs. Pump Check pump data) to verify modeling results.

#### **5. Demand Projections (\$5k)**

As result of the consumption factor changes, all growth demands were revised.

## 6. Water Supply Locations (\$5k)

For the La Entrada project, TKE reviewed additional water quality reports for the Coachella Valley to determine the location that would best supply quality water to the project and the rest of the City.

## 7. Modeling Analysis (\$20k)

Again, as a result of the consumption factor changes and the La Entrada Project, TKE provided added modeling than proposed.

TKE requests that the City increase our current budget from \$173,900 to \$266,400. TKE is available to meet with City staff to discuss the requested extra work and budgets upon your request. Enclosed are copies of the WMP and Water Supply Study for your reference. If you have any questions, please advise.

Sincerely,

Michael Thornton, President  
**TKE ENGINEERING, INC.**

Enclosures: Final Draft Water Master Plan  
Supplemental Water Supply Program and Fee Study Report



EXHIBIT "C"

**(ADDITIONAL COMPENSATION) COMPENSATION**

**DRAFT**

October 23, 2017

Jonathan Hoy, Assistant City Manager  
**CITY OF COACHELLA**  
1515 6<sup>th</sup> St.  
Coachella, CA 922236

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Sincerely,

Michael Thornton, President  
**TKE ENGINEERING, INC.**

Enclosures: Final Draft Water Master Plan  
Supplemental Water Supply Program and Fee Study Report

# Coachella Water Authority

## WATER MASTER PLAN



FINAL  
AUGUST 2017

Prepared by:



TKE Engineering Inc.  
2305 Chicago Avenue  
Riverside, CA 92507

# ITEM 13.b.

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# ITEM 13.b.

## **SECTION 1 INTRODUCTION**

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The City of Coachella (City) was incorporated on November 26, 1946 and encompasses approximately 32 square miles in Riverside County, more specifically the Lower Coachella Valley. Shortly after incorporation, in the summer of 1951, low water pressure in the area prevented local businesses from operating efficiently, thereby causing the formation of the City's Water Department. In 1954, the City passed a bond to purchase and consolidate three private water companies: Abdelnous Water Company, Coachella Water Works, and Highway Water Company. The City Water Department was established in 1957, and is administered and managed by the Utilities General Manager under direct supervision of the City Manager. The City is responsible for the water service for its residents.

This section provides an overview of this 2016 Water Master Plan (WMP) Update for the City; including a brief description of the project background, the plan objective, the scope of work, data sources, and a list of abbreviations used throughout the report.

### **1.1 PROJECT BACKGROUND**

The City's last water system master plan was completed by Dudek and Associates in July 2007. The WMP update evaluated the existing water distribution system and identified the major supply and distribution facilities to provide potable water for two future phases, the build-out of 42 planned development projects, of which 5 of the more notable projects are discussed later in this plan, and complete build-out within the City of Coachella's Sphere of Influence.

The intent of this current WMP is to develop a document that can be used as a guideline for the planning of the potable water system for the City. This WMP has a planning horizon of year 2035 and evaluates both the existing potable water system and the future water system that is recommended to meet the needs of the year 2035 service area and its customers.

This WMP covers the entire service area of the City, which mostly coincides with the City boundaries. With over 7,776 water meters, the City currently serves a population of about 43,633. The addition of new developments will potentially increase the population to 134,890 by 2035.

### **1.2 OBJECTIVE**

The City's goal is to provide cost-effective and fiscally responsible water service that meets the water supply needs, water quality, system pressure and reliability requirements for its customers. The objective of this WMP update is to assist the City in achieving these goals.

For this WMP, a hydraulic model of the potable water system was created. The calibrated potable water system model includes water pipelines of 6-inch diameter and larger in the City's water system. Future system improvements that will become necessary to meet the year 2035 service conditions are added to analyze the future conditions and make recommendations for system improvements.

The purpose of this report is to prepare a Capital Improvement Program (CIP) that includes system improvements required to meet the water system needs, including growth, through the year 2035. The improvements are identified by analyzing the potable water system under

existing and future demand conditions. The CIP will provide the City with a water system planning road map for the future.

### 1.3 SCOPE OF WORK

The Scope of Work (SOW) of this WMP consists of the following tasks:

- Data gathering and research required for the hydraulic analysis and final report
- Develop existing system demands from planning criteria
- Determine actual system demands throughout the different land uses
- Build and create the network model using H2ONet Version 11 and input the data required
- Project potable water demands for development to year 2035
- Run the analysis on the existing system
- Check system pressures and velocities for Max Day demands plus fire flows and Peak Hour demands to determine any deficiencies within the existing system
- Use field data to calibrate the Model
- After system calibration check system pressures and velocities for Max Day demands plus fire flows and Peak Hour demands to determine any deficiencies within the existing system
- Analyze the potable water distribution system under existing conditions
- Analyze the potable water distribution system under future conditions
- Perform a water supply analysis
- Prepare a pipeline replacement program
- Identify potable water system improvements for existing and future water system
- Prepare a Capital Improvement Program (CIP) for the Potable Water System
- Prepare an inclusive report summarizing findings and recommendations

### 1.4 DATA SOURCES

For the preparation of this report, City staff supplied reports, maps and other sources of information. In addition, several meetings with City's Utilities and Planning Departments were held to obtain a thorough understanding of the City's information and needs. Pertinent materials included: water system atlas maps, historical well production and billing data, planning and development information, land use information, aerial photography, operations data, and various Engineering Reports and Plans. A complete list of reference documents is provided in **Appendix A**.

### 1.5 ABBREVIATIONS

To conserve space and improve readability, abbreviations have been used in this report. Each abbreviation has been spelled out in the text the first time it is used. Subsequent usage of the term is usually identified by its abbreviation. The abbreviations used are shown in **Table 1-1, List of Abbreviations**.

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**Table 1-1  
List of Abbreviations**

<b>Abbreviation</b>	<b>Description</b>
AAL	Archived Advisory Level
ABW	Automatic Backwash
ac	acre
ac-ft	acre-feet
AFY	acre-feet per year
ADD	Average Day Demand
AMCL	Alternate Maximum Contaminant Level
AP	Administrative Professional
AC	Asbestos Cement
BMP	Best Management Practices
CCI	Construction Cost Index
CCR	Consumer Confidence Reports
CGPU	Coachella General Plan Update
CIP	Capital Improvement Program
City	City of Coachella
CP	Critical Pipe
CUWCC	California Urban Water Conservation Council
CVWD	Coachella Valley Water District
DBP	Disinfection By-Product
DHS	Department of Health Services
du	Dwelling unit
ENR	Engineering News Record
ENR CCI	Engineering News Record Construction Cost Index
EPA	(United States) Environmental Protection Agency
EPS	Extended Period Simulation
ft/s	feet per second
fps	feet per second
GC	General Commercial
GE	General Electric
GI	General Industrial
GIS	Geographical Information System
GP	General Plan
gpd	gallons per day
gpm	gallons per minute
GWR	Groundwater Rule
HAA	Haloacetic acids
HDR	High Density Residential
HGL	Hydraulic Grade Line
IDSE	Initial Distribution System Evaluation
IESWTR	Interim Enhanced Surface Water Treatment Rule
INF	Infrastructure
IOC	Inorganic Compounds
IP	Industrial Park
IRWMP	Integrated Regional Water Management Plan
LDR	Low Density Residential

LF	lineal feet
LRAA	Locational Running Annual Average
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
MDD	Maximum Day Demand
MMP	Maximum Month Production
MRDL	Maximum Residual Disinfection Level
MRDLG	Maximum Residual Disinfection Level Goal
MDR	Medium Density Residential
MOU	Memorandum of Understanding
MWD	Metropolitan Water District of Southern California
MG	Million Gallon
MGD	Million Gallon per Day
MinDD	Minimum Day Demand
MFR	Multi-Family Residential
MMM	Multi-Media Mitigation
NC	Neighborhood Commercial
NL	Notification Levels
NTU	Nephelometric Turbidity Units
OEHHA	(State) Office of Environmental Health and Hazard Assessment
OMB	Office of Management and Budget
PHD	Peak Hour Demand
PHG	Public Health Goals
PR	Planned Residential
PRS	Pressure Reducing Station
PRV	Pressure Reducing Valve
psi	Pounds per Square Inch
PVC	Polyvinyl Chloride
ppb	Parts per Billion
ppm	Parts per Million
SCADA	Supervisory Control and Data Acquisition
SDWA	Safe Drinking Water Act
SFR	Single Family Residential
SOC	Synthetic Organic Compounds
SR	State Route
SWP	State Water Project
TDH	Total Discharge Head
TDS	Total Dissolved Solids
UFC	Uniform Fire Code
UWMP	Urban Water Management Plan
VOC	Volatile Organic Compounds
WDF	water demand factor
WMP	Water Master Plan
WSA	Water Supply Assessment

# ITEM 13.b.

## SECTION 2 PLAN SETTING

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The Plan Setting provides a general overview of the study area, planning area demographics (including population, housing units and growth forecasts), and land uses in the following sections.

### 2.1 STUDY AREA

The City, incorporated in 1946, encompasses a sphere of influence of approximately 33,319 acres or 53 square miles.<sup>1</sup> The area is in the eastern portion of Riverside County and known as the Lower or East Coachella Valley. Its neighboring cities include La Quinta, Indio, and Palm Desert. The City overlays the Coachella Valley Groundwater Basin, Indio Sub-basin, DWR Basin Number 7-21-01, also known as the Whitewater River Sub-basin. Currently, the City limits extend beyond its current water distribution service area. However, the report study area takes into account the entire City limits and its sphere of influence to account for expansion of the existing system and growth. The study area is shown on **Figure 2-1** containing City limits boundary and City sphere boundary.

### 2.2 PLANNING AREA DEMOGRAPHICS

#### 2.2.1 Population

The U.S. Census Bureau decennial population counts and California State Department of Finance population estimates were used to estimate the historic population in the City. Between 1970 and 2010, the City experienced an average annual growth rate of 5.2 percent. Historical population data within the City is presented in **Table 2-1**, below.

**Table 2-1  
Historical Population**

Year	Population	Percent Change
1970	8,353	-
1980	9,129	9%
1990	16,896	85%
2000	22,724	34%
2010	40,704	79%

Source: Decennial Census, U.S. Census Bureau

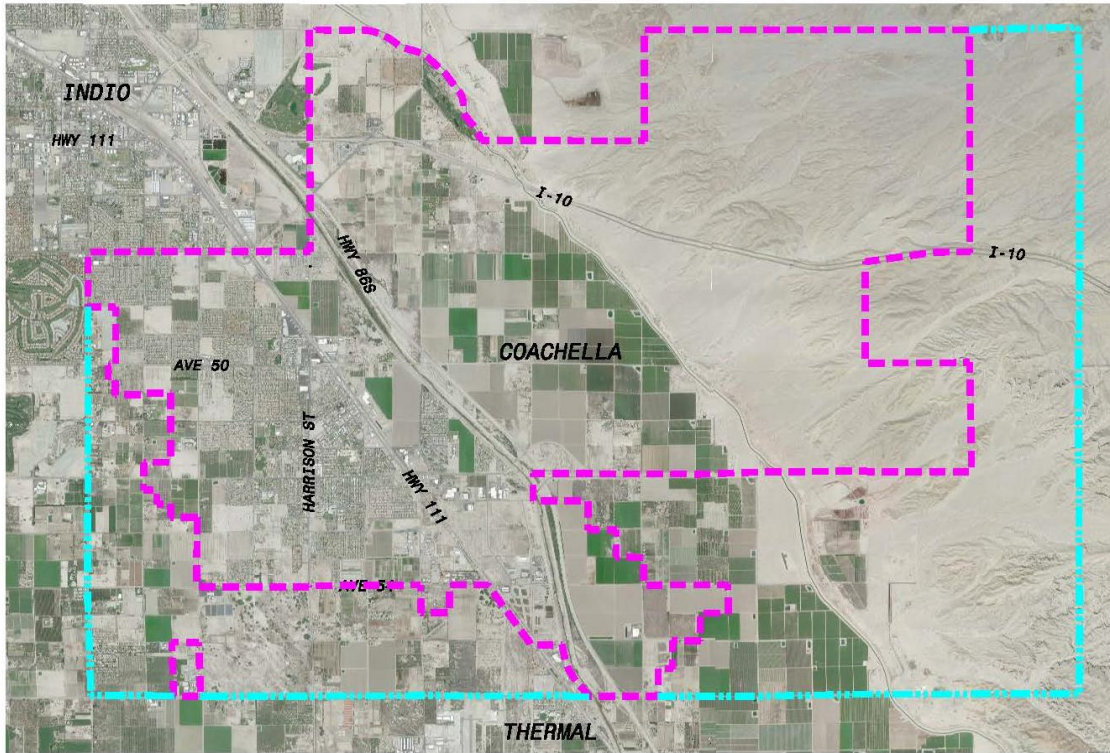
During the late 1980's and the early 2000's, the City's population experienced large increases of 85 percent and 79 percent, respectively, which affected water demands. Both decades featured strong economic growth. Coachella Valley housing values remain below Southern California averages. These factors lead to a quick expansion in the housing market and open space areas were converted to residential land uses to meet housing demands. In recent years, the

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<sup>1</sup> 2015 City of Coachella General Plan Update, Section 01 Introductions, p. 01-3

recession has slowed development and population growth. However, improving economic conditions will lead to improved growth conditions.

**Figure 2-1  
Study Area**



**LEGEND**

- - - CITY LIMIT BOUNDARY
- - - CITY SPHERE BOUNDARY



## 2.2.2 Housing Units

In 2010, the City had 8,998 occupied housing units.<sup>2</sup> The City of Coachella has an average of 4.51 persons living within each occupied housing unit. Additionally, in 2007 there were approximately 5.8 persons on average living in mobile home units.<sup>3</sup> The City experienced a substantial increase in housing units, similar to population, from 2000 through 2010 with an increase of approximately 79 percent. **Table 2.2** shows historical housing units in the City.

<sup>2</sup> Decennial Census, U.S. Census Bureau

<sup>3</sup> 2015 Coachella General Plan Update, Section 3, Housing Units

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**Table 2-2  
Housing Units**

Year	Housing Units	Percent Change
1970	1,971	-
1980	2,298	17%
1990	3,830	67%
2000	5,024	31%
2010	8,998	79%

Source: Decennial Census, U.S. Census Bureau

In Coachella, 62.1% of the housing units were owner-occupied and 37.9% were renter-occupied in 2010, and 21.7% of homes are in multi-family structures. As compared to California as a whole, this was a higher proportion of owner-occupied units (56%) and lower proportion of renters (44%). Riverside County owner-occupied units are 67% with 33% renter-occupied units.<sup>4</sup>

### 2.2.3 Growth Forecasts

According to population projections provided by the California Department of Finance, and the Riverside County Transportation and Land Management Agency (RCTLMA)<sup>5</sup>, the City's service area is expected to increase steadily in the future. The CGPU population projections are similar to the RCTLMA and vary by only 4 percent. Slow growth due to the economic downturn does not mirror the "substantial" projections provided by the State and County. However, development projects that have been on hold are returning, growth is beginning to trend positively, and with these developments, growth trends could begin to reflect County data in future years. **Table 2-3** shows the service area population increase through the year 2035 in 5 years increments based on the population data supplied in the CGPU. Full build out of the City's sphere of influence (SOI), for a total service area of approximately 53 square miles, is not anticipated until sometime after 2050.

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<sup>4</sup> 2015 Coachella General Plan Update, Section 3, Housing Units

<sup>5</sup> Population projections provided by the California Department of Finance, and the Riverside County Transportation and Land Management Agency (RCTLMA)

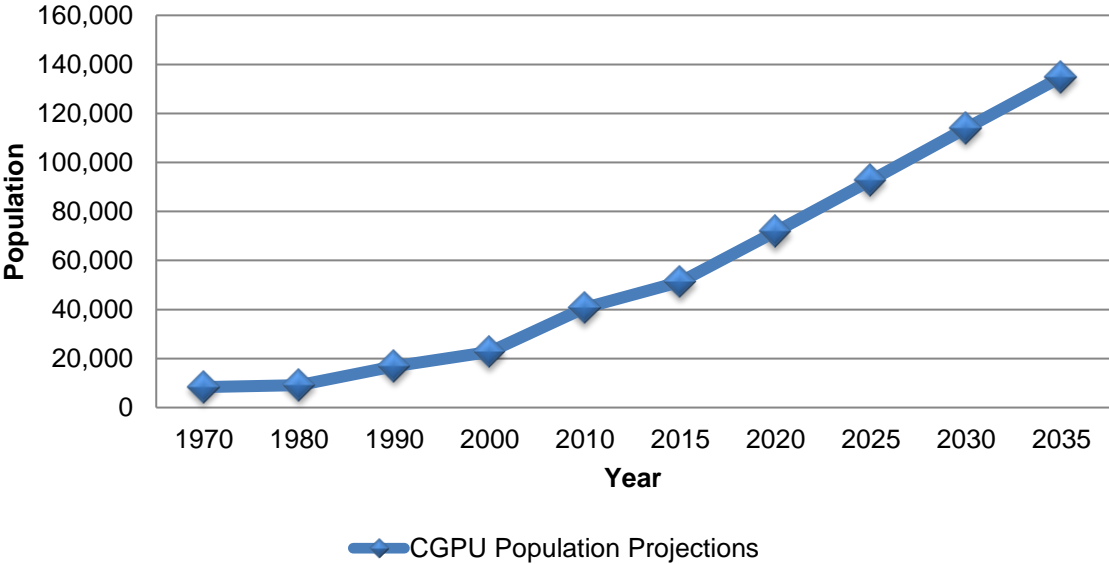


**Table 2-3  
 Population Projections**

Year	Population	Percent Change
1970	40,704	-
1980	9,129	9%
1990	16,896	85%
2000	22,724	34%
2010	40,704	79%
2015	51,287	26%
2020	71,802	40%
2025	92,624	29%
2030	113,928	23%
2035	134,890	18%

The CGPU population projections and trends from the year 1970 thru future year 2035 are also shown on **Figure 2-2**. This water system analysis assumes population growth will continue with new development thru year 2035. According to the California Department of Finance, the City’s existing population as of January 1, 2014, is estimated at approximately 43,633 individuals with the overwhelming majority residing in the western section of the City. The City’s existing population is lower than expected when compared to the projections provided in **Table 2-3**; however, the projections provide a conservative roadmap in planning for future growth and thus are used for this WMP.

**Figure 2-2  
 Population Projections**



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## 2.3 LAND USE

According to the CGPU, by 2015, 18,530 acres of the City have been developed. The City's Planning Area/Sphere of Influence is 45,300 acres. Therefore, nearly 27,000 acres remain undeveloped. Of that undeveloped land, approximately 10 percent of it has been entitled for development. Existing land uses within the City consists primarily of single and multi-family homes.<sup>6</sup> There is a commercial/light industrial zone along the freeway corridor, agricultural zone east of Highway 86/111, and a heavier industrial zone in the southern part of the City. For this Water Master Plan, the range of land uses were divided into categories which coincide with the land uses established in the 2016 CWA Supplemental Water Supply Program and Fee Study and are as shown below:

- Single Family Residential
- Multiple Family Residential
- Commercial
- Schools / Institutional
- Industrial
- Landscape Irrigation

### 2.3.1 Existing and Future Land Uses

The existing and future land uses and quantities are summarized by general category in **Table 2-4**. This summary is based on 2015 CGPU, by Raimi and Associates, and the land uses as shown above. The CGPU identified the land use types throughout the City's boundary. Refer to **Figure 2-3** for General Plan Land Use Designations.

**Table 2-4  
Existing Land Use**

Land Use	Area (Ac.)
Single Family Residential	1,284
Multi-Family Residential	55
Commercial	239
Schools / Institutional	98
Industrial	897
Landscape Irrigation	163
<b>Total:</b>	<b>2,736</b>

Source: 2015 CGPU by Raimi and Associates

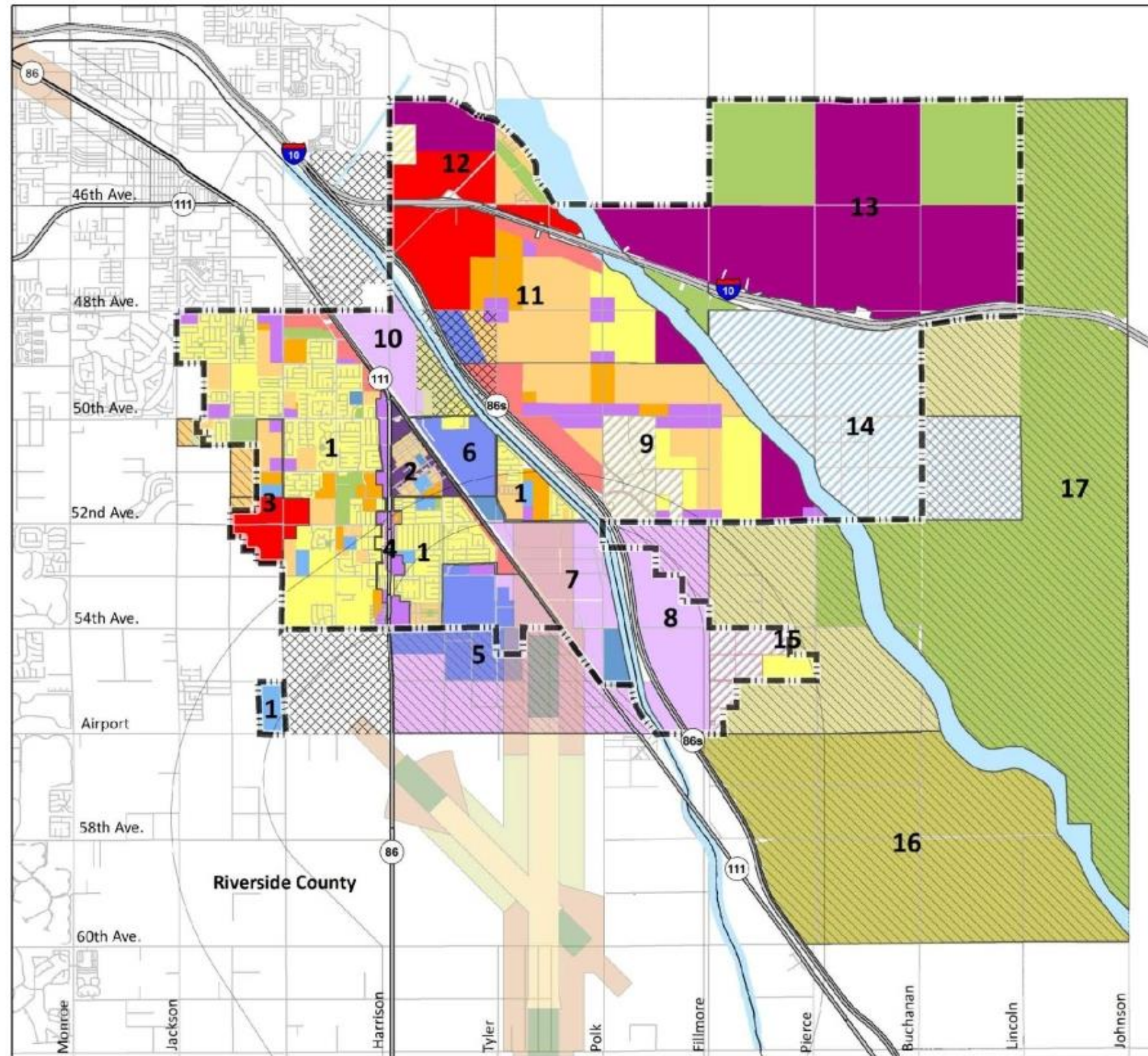
In summary, the primary categories of land use in the City are single family residential (SFR) at 1,284 acres (47 percent), MFR at 55 acres (2 percent), Commercial at 239 acres (9 percent), Schools/Institutional at 98 acres (4 percent), Industrial at 897 acres (33 percent), and Landscape Irrigation at 163 acres (6 percent). The four categories combined make up over 92 percent of the City's land uses in 2035.

<sup>6</sup> 2015 Coachella General Plan Update, Section 3, Land Use and Community Form

Figure 2-3  
General Plan Land Use Designations



City of Coachella  
General Plan Update 2035



General Plan Land Use Designations

Legend

- Coachella City Limits
- Tribal Land
- Sphere of influence
- General Plan Planning Area
- Airport Compatibility Zones**
  - Zone A
  - Zone B1
  - Zone B2
  - Zone C
  - Zone D
  - Zone E
- Land Use Designation**
  - Downtown Center
  - Urban Employment Center
  - Neighborhood Center
  - Regional Retail District
  - Suburban Retail District
  - Resort District
  - Industrial District
  - Urban Neighborhood
  - General Neighborhood
  - Suburban Neighborhood
  - Rural Rancho
  - Agricultural Rancho
  - Open Space
  - School
  - Public Facilities
  - Brandenburg Butters Specific Plan
  - Coachella Vineyards Specific Plan
  - Eagle Falls Specific Plan
  - La Entrada Specific Plan



Source: City of Coachella and Riverside County  
Date: May 2013

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## 2.3.2 Development

The City is processing development applications for several projects (including specific plans) ranging in size from 10 residential units to mixed-use developments with over 7,500 residential units. The total number of proposed residential units associated with these projects is approximately 24,000 units.<sup>7</sup> These units are included in the City's SOI, which is not anticipated for full build out until after 2050. Given the changes in the housing market and other economic and demographic factors, many of the projects are undergoing amendments.<sup>8</sup> The following is a brief description and status of the City's larger development projects. Project locations are shown on **Figure 2-4** (Note: not all the projects shown on the exhibit are discussed below).

### 2.3.2.1 La Entrada

The La Entrada Specific Plan, approximately 2,200 acres on the eastern edge of the City, south of Interstate 10 and northeast of the All-American Canal, provides for approximately 7,800 residential units, 135 acres of mixed-use, elementary schools, 343.8 acres of parks, multi-purpose trails and 556.9 acres of open space. The La Entrada development has completed environmental review and is undergoing City development review. Construction is expected to follow the City's approval process. La Entrada is shown as Subarea 14 on **Figure 2-4**.

### 2.3.2.2 Coachella Vineyard

The Coachella Vineyard Specific Plan provides for 807 units in the southeastern area of the City. The Coachella Vineyard development is currently undeveloped and located in Subarea 8, east of State Route 86, on **Figure 2-4**.

### 2.3.2.3 Brandenburg Butters Specific Plan

The Brandenburg Butters project provides for 71.5 acres of commercial uses and 1,381 dwelling units. The project has been approved by City Council; however, no units have been constructed to date. This development is centrally located in Subarea 9, east of State Route 86, as shown on **Figure 2-4**.

### 2.3.2.4 Eagle Falls

The Eagle Falls Specific Plan resides in both Coachella (60 acres) and Indio (30 acres) on a 90-acre site. The project includes 295 units, of which 202 units will be within the City of Coachella. The Specific Plan provides for a gated golf course community and is included as part of the Cabazon Band of Mission Indians Fantasy Springs Master Plan. Rough grading has been completed for the Eagle Falls development; however, no units have been constructed to date. The Eagle Falls development is located in Subarea 12 as shown on **Figure 2-4**.

### 2.3.2.5 Shadow View

The Shadow View Specific Plan provides for a single-family residential community consisting of 1,600 dwelling units on 380 acres, a mixed-use commercial center on 100 acres, and a 37-acre park. The commercial site has a residential overlay that provides an option to construct up to 1,000 high-density residential units. The Shadow View development has been approved by City

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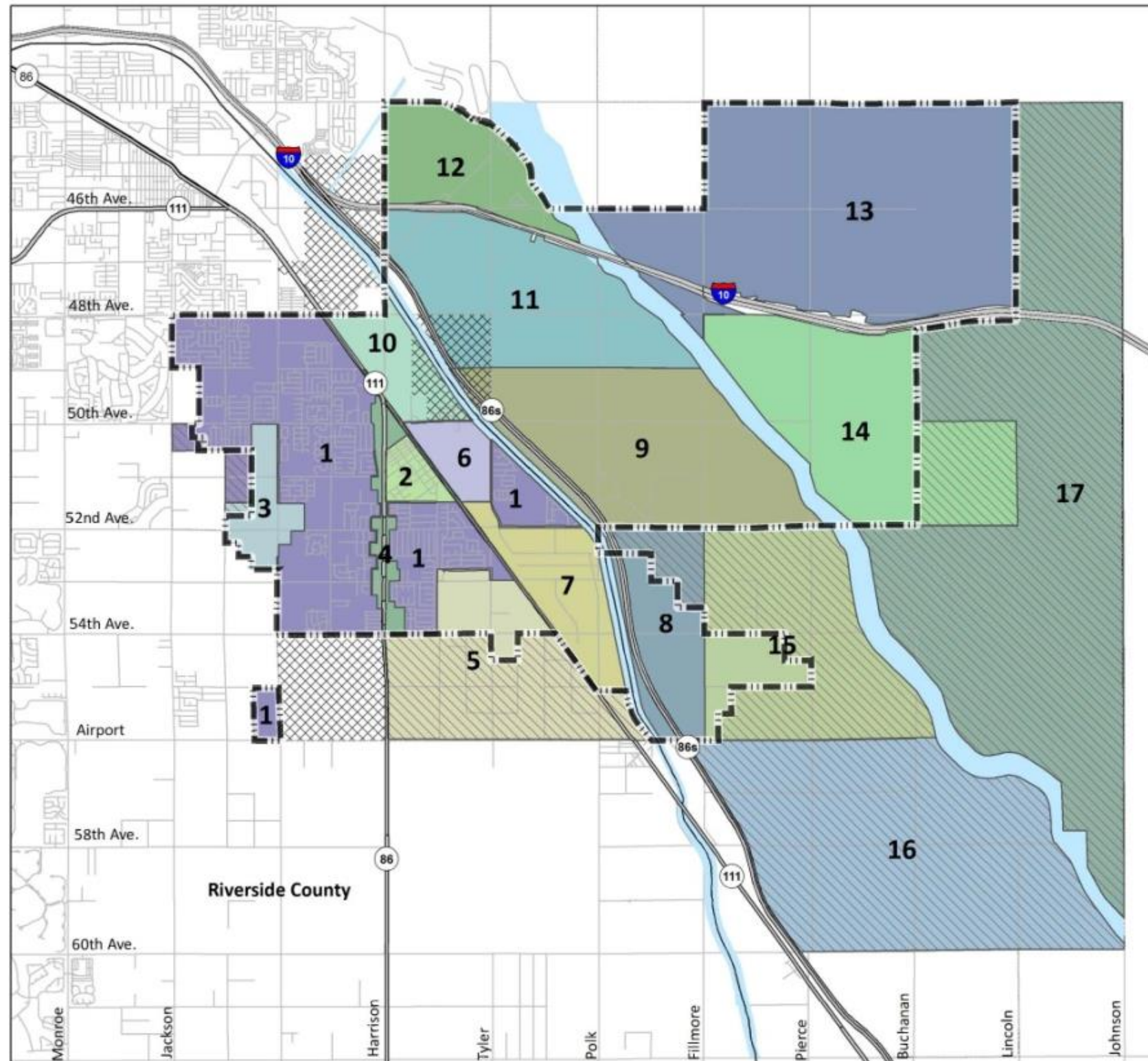
<sup>7</sup> 2015 Coachella General Plan Update, Section 4, Specific Plans

<sup>8</sup> 2015 Coachella General Plan Update, Section 4, Specific Plans

Council. This development is located in western portion of Subarea 11, including some portion in Subarea 9, as shown on **Figure 2-4**.

Figure 2-4  
General Plan Subareas

General Plan Subareas Map



**City of Coachella**  
**General Plan Update 2035**

**General Plan Subareas**

**Legend**

- Coachella City Limits
- Tribal Land
- Sphere of Influence
- General Plan Planning Area

**General Plan Subareas**

- 1 - West Coachella Neighborhoods
- 2 - Downtown
- 3 - Van Buren Corridor
- 4 - Harrison Street Corridor
- 5 - Airport District
- 6 - Downtown Expansion
- 7 - South Employment District
- 8 - East Industrial District
- 9 - Central Coachella Neighborhoods
- 10 - North Employment District
- 11 - Commercial Entertainment District
- 12 - North Dillon Road
- 13 - The Uplands
- 14 - La Entrada
- 15 - Cocopah Area
- 16 - South Coachella
- 17 - Eastern Coachella



Source: City of Coachella and  
Riverside County  
Date: May 2013

## SECTION 3

### EXISTING AND FUTURE WATER DEMANDS

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Historical water production and demands, as well as the projected future water requirements for the City through year 2035 are presented herein. Water production refers to the total amount of water used within a distribution system to supply all metered existing development. In addition, production includes losses in the piping system (unaccounted-for-water losses). Unaccounted-for-water (water loss) is the difference between water produced and metered water deliveries. Metered water deliveries are also referred to as “water consumption” and “water demand” throughout this WMP. The historic water consumption establishes the average day demand for the City and sets the baseline for system modeling. Peaking factors are developed from maximum day demands for each year and applied to the average day demand to simulate a worst case scenario in the water model and determine potential system deficiencies. Water demand, the number of metered accounts, and water losses are used to determine the future water demand factor. Projected (future) water demand is estimated by multiplying land development projections presented in **Section 2** of this report by the future water demand factors. Projected future water demand will be applied to the water model to determine the necessary system improvements to serve growth in the City. The water model is further discussed in **Section 6**.

#### 3.1 POTABLE WATER PRODUCTION AND DEMAND/CONSUMPTION

Groundwater is the only current domestic water supply source. Historic production, losses, demand, and peaking factors are discussed in the following sections:

##### 3.1.1 Historic Production

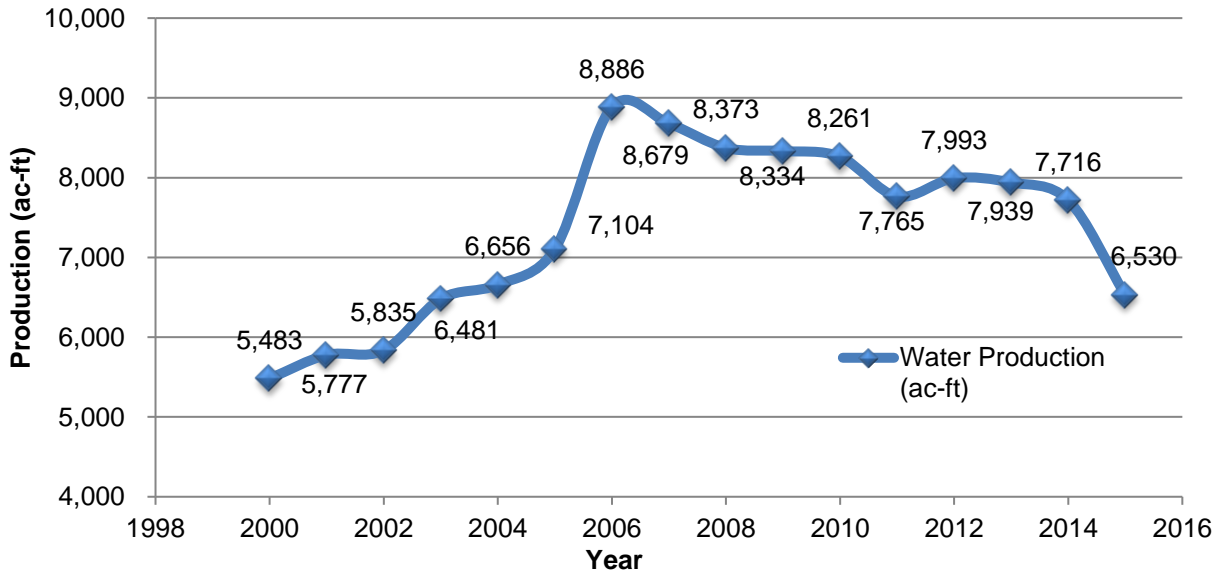
The historic production from groundwater wells and metered deliveries for the period 2000 through 2015, along with average day demand (ADD) is presented in **Table 3-1**. The City’s annual production increased from 5,483 acre-feet per year (AFY) to 8,886 AFY from 2000 to 2006, a 62 percent increase over that time period. The highest production year occurred in 2006 (8,885 AFY). A mostly decreasing production trend following the 2006 high can presumably be attributed to the slowed economic conditions that occurred. The Low production levels presented in the year 2015 compared to 2014 can be attributed to the Governor’s drought declaration and the City’s response to it. It is anticipated that demands will increase in the future due to growth, but will not reach the peak levels of 2007 for quite some time as a result of conservation efforts. The ADD is shown in both acre-feet per day (AFD) and million gallons per day (MGD). **Figure 3-1** illustrates the water production during the 16 year period.

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**Table 3-1  
Historic Production**

Year	Water Production (ac-ft)	Metered Water Deliveries (ac-ft)	Average Day Demand (ac-ft/day)	Average Day Demand (MGD)
2000	5,483	3,622	9.92	3.23
2001	5,777	2,894	7.93	2.58
2002	5,835	3,606	9.88	3.22
2003	6,481	5,067	13.88	4.52
2004	6,656	5,837	15.99	5.21
2005	7,104	4,981	13.65	4.45
2006	8,886	7,265	19.90	6.49
2007	8,679	8,453	23.16	7.55
2008	8,373	7,893	21.62	7.05
2009	8,334	8,170	22.38	7.29
2010	8,261	7,564	20.72	6.75
2011	7,765	6,795	18.62	6.07
2012	7,993	7,132	19.54	6.37
2013	7,939	7,091	19.43	6.33
2014	7,716	7,099	19.45	6.34
2015	6,530	5,911	16.19	5.28
<b>Average:</b>	<b>7,363</b>	<b>6,211</b>	<b>17.02</b>	<b>5.55</b>

**Figure 3-1  
Historic Production**





### 3.1.2 Unaccounted-for-Water

The difference between water production and metered water deliveries (billed to customers) is defined as unaccounted-for-water, or water loss. Unaccounted-for-water is attributed to leaking pipes, faulty meters, unmetered or unauthorized water use, inaccurate meters, or other events causing water to be withdrawn from the system and not measured. Specific events that cause water loss include tank overflows, hydrant flushing, street cleaning, system flushing, and firefighting. **Table 3-2** provides a summary of unaccounted-for-water over the last 7-years, with an average water loss of 682 ac-ft or 9 percent per year. According to U.S. EPA, water loss goals for water agencies is typically around 16%.

**Table 3-2**  
**Unaccounted-For-Water**

Year	Water Production (ac-ft)	Metered Water Deliveries (ac-ft)	System Losses (ac-ft)	System Losses (%)
2009	8,334	8,169	164	2%
2010	8,261	7,565	696	8%
2011	7,764	6,795	970	12%
2012	7,993	7,132	860	11%
2013	7,939	7,091	848	11%
2014	7,716	7,099	617	8%
2015	6,530	5,911	619	9%
<b>Average:</b>	<b>7,791</b>	<b>7,109</b>	<b>682</b>	<b>9%</b>

Unaccounted-for-water can be further reduced by installing temporary water meters for construction water and when flushing hydrants, which typically represent two of the larger types of unaccounted-for-water. However, 9% will be used to estimate future water losses.

### 3.1.3 Existing Demand by Customer Class

Historic water consumption (metered deliveries) information was presented in **Table 3-1**. The total water consumption can be further defined by the following billing/customer classifications:

- Single-Family Residential (SFR)
- Multi-Family Residential (MFR)
- Commercial
- Schools/Institutional
- Industrial
- Landscape Irrigation

These billing/customer classifications are later considered when determining the Future Annual Consumption Factors in **Section 3.2.3**.

### 3.1.4 Peaking Factors

Average day demand (ADD) is determined using total annual metered water deliveries and dividing by the number of days in the year, as presented in **Table 3-1**. ADD is used as a basis

# ITEM 13.b.

for estimating maximum day and peak hour demands (MDD and PHD). Inputting ADD into the system model will determine distribution system pressures and pipeline velocities during average demand conditions. Maximum day demand (MDD) is the maximum quantity of water used on any single day in a given year. MDD is used to evaluate water supply systems' capacities including data, pumping stations, and treatment facility capacities. Applying MDD to the system model will determine distribution system pressures and velocities during a peak day demand condition, such as a hot summer day. The City's water production facilities must be adequate to supply water at MDD. Peak hour demand (PHD) is the peak rate at which water is required during any one hour of the year. During PHD, minimum system pressures are experienced. The PHD condition is used to determine the size and location of distribution facilities. The above described peaking factors are based on daily production and billing data to account for the varying and/or peaking seasonal and hourly demand by water usage type. The historic peaking factors for years 2009 thru 2014 are presented in **Table 3-3**.

**Table 3-3**  
**Historic Peaking Factors**

Year	ADD (MGD)	MDD (MGD)	MDD Peaking Factor	PHD (MGD)	PHD Peaking Factor
2009	7.29	11.03	1.5	N/A	N/A
2010	6.75	11.94	1.8	N/A	N/A
2011	6.07	12.57	2.1	20.41	3.4
2012	6.37	12.94	2.0	18.72	2.9
2013	6.33	12.91	2.0	19.08	3.0
2014	6.34	14.05	2.2	19.15	3.0
<b>Average:</b>	<b>6.52</b>	<b>12.57</b>	<b>1.9</b>	<b>19.34</b>	<b>3.1</b>

Note: 2015 data excluded from calculations due to lower than average factors in response to the State drought mandated conservation efforts.

In 2015, drought mandated water conservation efforts produced lower factors than in previous years and were, therefore, excluded from the average calculation. The average MDD and PHD peaking factors over the 2009 thru 2014 period are 1.9 and 3.1 respectively, and are utilized throughout the rest of this plan.

## 3.2 WATER DEMAND FACTORS

### 3.2.1 Existing Demand Factors

Water demand factors are determined by relating customer account billing data (metered data) for a particular land use type and the corresponding developed area. Using billing records, land uses, and historical production, water consumption amounts are distributed among land use categories and Annual Consumption Factors (ACF), expressed as acre-feet per acre, for each category are determined. Data is presented on **Table 3-4: Historical Annual Consumption Factors**.

**Table 3-4  
Historical Annual Consumption Factors**

Land Use	FY 12/13 ACF (ac-ft/ac/yr)	FY 13/14 ACF (ac-ft/ac/yr)	FY 14/15 ACF (ac-ft/ac/yr)	Average ACF (ac-ft/ac/yr)
Single Family Residential	2.94	2.86	2.73	2.84
Multi-Family Residential	3.99	4.10	3.77	3.95
Commercial	1.54	2.29	2.63	2.15
Schools / Institutional	2.33	2.24	2.26	2.28
Industrial	0.92	1.01	0.97	0.97
Landscape Irrigation	2.46	2.50	2.80	2.59

Using the existing ACF's presented above and existing land use areas presented in the CGPU, existing 2016 annual consumption for the system can be estimated. The results are detailed in **Table 3-5**. It is estimated that 2016's consumption of 5,896 acre-feet will be 15 acre-feet less than 2015's consumption of 5,911 acre-feet.

**Table 3-5  
Existing Annual Consumption Factors**

Master Plan Land Use	Area (ac)	Annual Consumption Factor (ac-ft/ac/yr)	Existing Annual Consumption (ac-ft)
Single Family Residential	1,284	2.84	3,652
Multi-Family Residential	55	3.95	217
Commercial	239	2.15	514
Schools / Institutional	98	2.28	223
Industrial	897	0.97	867
Landscape Irrigation	163	2.59	422
<b>Total:</b>	<b>2,736</b>		<b>5,896</b>

### 3.2.2 Conservation Factor

The Water Conservation Bill of 2009 (SBX7-7) set forth requirements for each water supplier to include baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use in their Urban Water Management Plan (UWMP). The goal of SBX7-7 is to achieve a 20-percent reduction in water use per capita, statewide, by 2020. The City's daily per capita water use has consistently exceeded the State 20-percent reduction goals for the Colorado River region for the past 7-years; as such, the City is only required by SBX7-7 to meet a 5-percent reduction in daily per capita water use. Therefore, part of the reduction in future demand factors includes a 5-percent reduction to account for these on-going State conservation goals. The City continues to implement various

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water conservation measures to maintain compliance with State goals, discussed further in Section 4.10 Water Conservation.

### 3.2.3 Future Demand Factors

Future water demand factors are presented in **Table 3-6: Future Annual Consumption Factors**.<sup>9</sup> Using ACF's presented above in **Table 3-4: Historical Annual Consumption Factors**, together with future land use densities and water conservation measures (e.g. state mandated reductions, limited use of turf areas, desert-friendly landscaping, high efficiency irrigation system, water efficient household fixtures, etc.) annual consumption factors have been estimated for growth.

**Table 3-6  
Future Annual Consumption Factors**

Land Use	ACF (ac-ft/ac/yr)
Single Family Residential	2.85
Multi-Family Residential	2.69
Commercial	1.78
Schools / Institutional	1.32
Industrial	0.96
Landscape Irrigation	1.80

### 3.3 PROJECTED WATER DEMAND

Projected (future) water demand is estimated by multiplying projected land use areas by water consumption factors established in **Section 3.2.3**. **Table 3-7** summarizes the anticipated future water demands in 2020, 2025, 2030 and 2035. In 2035, water demand is estimated to total 16,259 AFY.

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<sup>9</sup> CWA Supplemental Water Supply Program and Fee Study.

**Table 3-7  
 System Future Water Demands**

Total System	2016 Total Demand (ac-ft)	2020 Total Demand (ac-ft)	2025 Total Demand (ac-ft)	2030 Total Demand (ac-ft)	2035 Total Demand (ac-ft)
Single Family Residential	3,652	5,188	6,724	8,260	9,796
Multi-Family Residential	217	588	958	1,329	1,699
Commercial	514	901	1,287	1,674	2,061
Schools / Institutional	223	297	370	444	517
Industrial	867	910	953	996	1,038
Landscape Irrigation	422	603	785	966	1,147
<b>Total:</b>	<b>5,896</b>	<b>8,487</b>	<b>11,077</b>	<b>13,668</b>	<b>16,259</b>

### 3.3.1 Planning Subareas and 2035 Projected Growth

The City was divided into 17 subareas for planning purposes in the CGPU. Each subarea is unique and distinct with specific policies that guide future development.<sup>10</sup> As a result of varying levels of existing development, each subarea has its own amount of acreage that has already been developed and remaining acreage that will be developed in the future. Furthermore, each subarea has an applied percentage per land use that will be developed by the year 2035. For example, Subarea 1 has 716 acres of future build out area. Out of those 715 acres, 70% of residential land use and 30% of non-residential land use will be developed by the year 2035.<sup>11</sup> **Table 3-8** summarizes each subarea's built out acreage and 2035 land use percentages.

La Entrada project is one of the future developments mentioned above. The Project area, located in Subarea 14, consists of vacant land enclosed by Interstate 10 Freeway to the north, and the All American Canal to the west. Use of the property for the La Entrada Project would entail approximately 7,800 dwelling units expected over 2,200 acres of property. La Entrada will approximately generate a future water demand of 4,042.1 gpm. When compared to this Master Plan Subarea 14's water demand of 3,197.3 gpm (5158 AF), the demand is much greater. This is due to La Entrada planners using historical annual consumption factors, **Table 3-4**, rather than the consumption factors determined in **Table 3-5**.

<sup>10</sup> 2015 Coachella General Plan Update, Section 4, Subarea Descriptions

<sup>11</sup> 2015 Coachella General Plan Update, Section 4, Organization of This Element

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**Table 3-8**  
**Subarea Built-Out Area and Percentages**

Subarea	Future Build Out Area (Ac.)	2035 Residential % Max	2035 Non-Residential % Max
1	716	70	50
2	23	40	50
3	207	40	20
4	50	50	50
5	830	0	15
6	141	40	20
7	239	0	30
8	541	0	10
9	1,481	50	35
10	159	20	25
11	1,150	50	30
12	418	45	20
13	418	10	5
14	1,516	100	100
15	1,738	10	5
16	23	5	100
17	526	0	0

### 3.3.2 Added Demand

In order to calculate projected growth, added demands were calculated and applied to each of the subareas aforementioned. Distribution percentages of future build-out areas were applied to each land use category.

Using Subarea 1 as an example; **Table 3-8**, shows that 70% of residential and 50% of non-residential land use of 716 acres will be built out by the year 2035 totaling a net new build-out area. ACFs, from **Table 3-5**, were multiplied to each land use 2035 growth area to determine a 2035 added demand. **Table 3-9** lists 2035 added demand for Subarea 1. 2035 Projected Growth and Added Demand Tables for all 17 Subareas can be found in **Appendix B**.

**Table 3-9  
2035 Projected Growth and Added Demand**

Sub Area 1	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	40%	286	70%	200	2.85	571
Multi-Family Residential	15%	107	70%	75	2.69	202
Commercial	33%	236	50%	118	1.78	210
Schools / Institutional	6%	43	50%	21	1.32	28
Industrial	0%	0	50%	0	0.96	0
Landscape Irrigation	6%	43	50%	21	1.80	39
<b>Total:</b>	<b>100%</b>	<b>716</b>		<b>437</b>		<b>1050</b>

### 3.3.3 5-Year Increments Added Demands

The 2035 added demands shown in **Table 3-7** were broken down by 5 year increment. The growth trends along these 5 year increments were calculated to align with the CGPU projections. Still using Subarea 1 as an example; **Table 3-10** shows Subarea 1's added demands broken down by 5-year increments thru the year 2035. Projected Demand Added by Subarea Tables for all 17 Subareas can be found in **Appendix B**.

**Table 3-10  
Projected Demand Added by Subarea**

Sub Area 1	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	143	88.4	285	176.9	428	265.3	571	353.8
Multi-Family Residential	51	31.3	101	62.7	152	94.0	202	125.4
Commercial	53	32.6	105	65.2	158	97.8	210	130.4
Schools / Institutional	7	4.4	14	8.8	21	13.2	28	17.6
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	10	6.0	19	12.0	29	18.0	39	24.0
<b>Total:</b>	<b>263</b>	<b>162.8</b>	<b>525</b>	<b>325.5</b>	<b>788</b>	<b>488.3</b>	<b>1050</b>	<b>651.1</b>

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## 3.3.4 Projected Total Demand by Zone

The City's existing distribution system is divided into two pressure zones, the 150 Zone and the Low Zone, further described in **Section 5**. Typically, pressure zones are established by the high water level (HWL) in reservoirs serving the system. The 150 Zone is established by the 1.5 MG reservoir (Dillon Rd. Reservoir) located at the northerly end of the system at 146 feet above mean sea level (msl). However, the Low Zone is established by specific operational discharge pressure set points at each well and/or booster, further defined in Section 5. While the method of setting the pressure zone in the City varies, the result provides an acceptable pressure range, between approximately 40 psi to 90 psi, throughout the zone. As elevation vary throughout a pressure zone, there must be adequate pressure to deliver the water, hence the acceptable pressure range. For this master plan, future pressure zones were established by determining growth areas, defining ground surface elevation ranges, and setting a HWL in future reservoirs that will serving the system with acceptable pressure. **Table 3-11** summarizes the projected total demands by zone showing the Low Zone, 150 Zone, 150+ Zone and the Total System.

**Table 3-11**  
**Projected Total Demand by Zone**

Low Zone	2016		2020		2025		2030		2035	
	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)
Single Family Residential	3,610	2,237.9	3,790	2,349.8	3,971	2,461.7	4,152	2,573.6	4,332	2,685.6
Multi-Family Residential	149	92.5	231	143.2	313	193.9	394	244.5	476	295.2
Commercial	323	200.2	403	250.1	484	299.9	564	349.8	645	399.6
Schools / Institutional	223	138.4	235	145.7	247	153.0	259	160.3	270	167.6
Industrial	867	537.5	898	556.4	928	575.3	959	594.2	989	613.1
Landscape Irrigation	422	261.5	439	272.1	456	282.7	473	293.3	490	303.9
<b>Total:</b>	<b>5,594</b>	<b>3,468.1</b>	<b>5,996</b>	<b>3,717.3</b>	<b>6,398</b>	<b>3,966.5</b>	<b>6,801</b>	<b>4,215.8</b>	<b>7,203</b>	<b>4,465.0</b>



**Table 3-11 (continued)  
Projected Total Demand by Zone**

150 Zone	2016		2020		2025		2030		2035	
	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)
Single Family Residential	42	26.2	552	342.3	1,062	658.4	1,572	974.5	2,082	1,290.6
Multi-Family Residential	68	42.2	214	132.7	360	223.3	506	313.9	652	404.5
Commercial	191	118.3	352	218.5	514	318.7	676	418.9	837	519.1
Schools / Institutional	-	-	19	12.0	39	24.0	58	36.0	77	48.0
Industrial	-	-	12	7.6	25	15.3	37	22.9	49	30.6
Landscape Irrigation	-	-	30	18.7	60	37.4	90	56.1	121	74.8
<b>Total:</b>	<b>301</b>	<b>186.7</b>	<b>1,181</b>	<b>731.9</b>	<b>2,060</b>	<b>1,277.1</b>	<b>2,940</b>	<b>1,822.3</b>	<b>3,819</b>	<b>2,367.5</b>

150+ Zone	2016		2020		2025		2030		2035	
	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)
Single Family Residential	-	-	846	524.2	1,691	1,048.4	2,537	1,572.6	3,382	2,096.7
Multi-Family Residential	-	-	143	88.4	285	176.8	428	265.1	570	353.5
Commercial	-	-	145	89.7	290	179.5	434	269.2	579	359.0
Schools / Institutional	-	-	42	26.3	85	52.6	127	78.8	170	105.1
Industrial	-	-	-	-	-	-	-	-	-	-
Landscape Irrigation	-	-	134	83.1	268	166.3	402	249.4	536	332.6
<b>Total:</b>	<b>-</b>	<b>-</b>	<b>1,309</b>	<b>811.7</b>	<b>2,619</b>	<b>1,623.5</b>	<b>3,928</b>	<b>2,435.2</b>	<b>5,238</b>	<b>3,246.9</b>

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**Table 3-11 (continued)  
Projected Total Demand by Zone**

Total System	2016		2020		2025		2030		2035	
	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)
Single Family Residential	3,652	2,264.1	5,188	3,216.3	6,724	4,168.5	8,260	5,120.7	9,796	6,072.9
Multi-Family Residential	217	134.7	588	364.3	958	593.9	1,329	823.6	1,699	1,053.2
Commercial	514	318.5	901	558.3	1,287	798.1	1,674	1,037.9	2,061	1,277.6
Schools / Institutional	223	138.4	297	183.9	370	229.5	444	275.1	517	320.7
Industrial	867	537.5	910	564.1	953	590.6	996	617.2	1,038	643.7
Landscape Irrigation	422	261.5	603	374.0	785	486.4	966	598.9	1,147	711.3
<b>Total:</b>	<b>5,896</b>	<b>3,654.8</b>	<b>8,487</b>	<b>5,260.9</b>	<b>11,077</b>	<b>6,867.1</b>	<b>13,668</b>	<b>8,473.3</b>	<b>16,259</b>	<b>10,079.4</b>

## **SECTION 4**

### **WATER SUPPLY**

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The City's existing and future water supply sources are presented herein. Water supplies to meet the projected demands through 2035 are identified. Several water supply sources are presented and analyzed to identify a water portfolio that best meets the City's water supply requirements.

The analysis herein includes a water quality evaluation and water conservation considerations. Future water supply needs are determined by comparing the available water supplies with the water demands under existing and future demand conditions. Future water supply sources outlines two categories of future water sources: definite future water sources that will be available to the City in the near future and possible future water sources that may be developed.

#### **4.1 EXISTING WATER SUPPLIES**

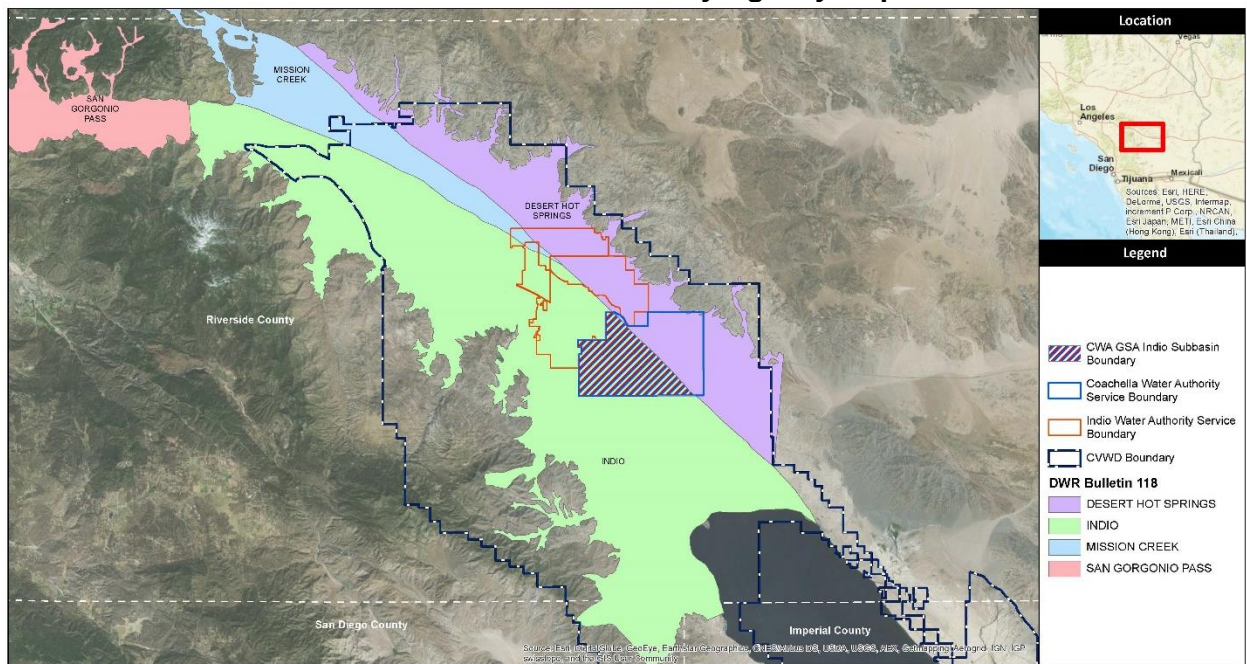
CWA produces all of its water supplies from the Coachella Valley Groundwater Basin, specifically, the East Whitewater River Subbasin, which is continuously replenished at the local and regional level pursuant to a variety of water supply projects and programs. The East Whitewater River Subbasin is regionally managed by CVWD, CWA, and IWA. CVWD has statutory authority to replenish local groundwater supplies and collect assessments necessary to support a groundwater replenishment program as provided in the County Water District Law. As indicated in CVWD's 2015 UWMP and various other Coachella Valley water supply planning documents (e.g. CVWD 2010 Coachella Valley WMP and CVWD 2011 Subsequent Program Environmental Impact Report (SPEIR)), the Coachella Valley groundwater basin area serves as an expansive conjunctive use resource that is capable of ensuring a sufficient and sustainable water supply to serve existing uses and projected growth during normal, single-dry and multiple-dry years over an extended planning horizon, currently established as the year 2045. Not only does the basin contain vast reserves of local groundwater (approximately 30 million AF at 1,000 foot depth), it has substantial available storage space that has been utilized and will continue to be utilized to store millions of acre-feet of supplemental supplies that become available during normal and above-normal years. Those surplus supplies are recharged to the basin for later use during dry periods.

In 2002, CVWD prepared a Water Management Plan to provide a road map for meeting future water demands throughout Lower Coachella Valley, including the City. It includes recommendations for enhanced water conservation, additional imported supplies, source substitution, and groundwater recharge elements. CVWD successfully implemented an urban water conservation program, acquired additional SWP supplies, constructed the initial phase of the Mid-Valley Pipeline, and constructed the Thomas E. Levy Groundwater Replenishment Facility. CVWD updated the Plan in 2010. The new 2010 CVWMP recommends greater conservation (agricultural conservation, additional urban conservation, and golf course conservation), supply development (acquisition of additional imported water supplies, recycled water use, and desalinated drain water), groundwater recharge program enhancements, and source substitution programs. A number of new projects and programs are recommended for implementation.

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In 2014, the State Legislature approved and the Governor signed into law the Sustainable Ground Water Management Act (SGMA). SGMA consists of three bills that commits the State to locally controlled, sustainable groundwater management and provide local tools and authority for local agencies to achieve that sustainability goal over a 20-year implementation period. SGMA requires the groundwater resources be managed sustainably for longer term reliability and multiple economic, social, and environmental benefits for current and future beneficial uses. SGMA and its implementation will advance investment in water conservation, water recycling, expanded water storage, safe drinking water, wetlands and watershed restoration. SGMA implementation will include three basic steps: 1) form a groundwater sustainability agency, 2) adopt a groundwater sustainability plan, and 3) fully implement the plan over the next 20 years achieving the sustainability goals. Coachella Water Authority is exclusive GSA within its jurisdictional boundary. See **Figure 4-1**.

**Figure 4-1**  
**CWA Groundwater Sustainability Agency Map**



## 4.2 GROUNDWATER

Groundwater<sup>12</sup> is the principal source of municipal water supply in the Coachella Valley. The main groundwater source for the entire valley is the Coachella Valley Groundwater Basin, Indio Subbasin, DWR Basin Number 7-21-01, also known as the Whitewater River Subbasin, as shown in **Figure 4-2**. The east (lower) portion of the Whitewater River Subbasin is shared by CVWD, Indio Water Authority, and Coachella Water Authority (City), together with numerous private groundwater producers.

Additional groundwater basin information including a description of the basin, the rights of the public water system (PWS) to use the basin, the overdraft status of the basin, any past or planned overdraft mitigation efforts, and historical use of the basin by the PWS, projected use of the basin by this WMP, and a sufficiency analysis of the basin that is to be utilized to supply are presented herein.

### 4.2.1 Basin Description

The Whitewater River Subbasin underlies a major portion of the valley floor and encompasses approximately 400 square miles. Beginning approximately one mile west of the junction of State Highway 111 and Interstate 10, the Subbasin extends southeast approximately 70 miles to the Salton Sea. It is bordered on the southwest by the Santa Rosa and San Jacinto Mountains and is separated from other basins by the Garnet Hill and San Andreas faults.<sup>13</sup>

### 4.2.2 Public Water System Use Rights

As noted by DWR Bulletin 118, the basin is not adjudicated. As such, there are no specifically established limitations on the rights of the City to withdraw water. Bulletin 118 notes that groundwater management in the basin is a local responsibility and will remain local provided Coachella Valley Water Agencies comply with SGMA. Therefore, decisions regarding basin conditions and controlled overdraft are the responsibility of local agencies. With specific regard to the Whitewater River Subbasin and surrounding areas, CVWD, one of the region's SWP contractors, developed the 2010 CVWMP for the long-term management of groundwater resources. As detailed in the Plan, CVWD has determined that the total projected water supplies available to the basin area, including the City and its SOI, during normal, single-dry and multiple-dry periods throughout the year 2045 are sufficient to meet the needs of existing uses and projected growth.<sup>14</sup>

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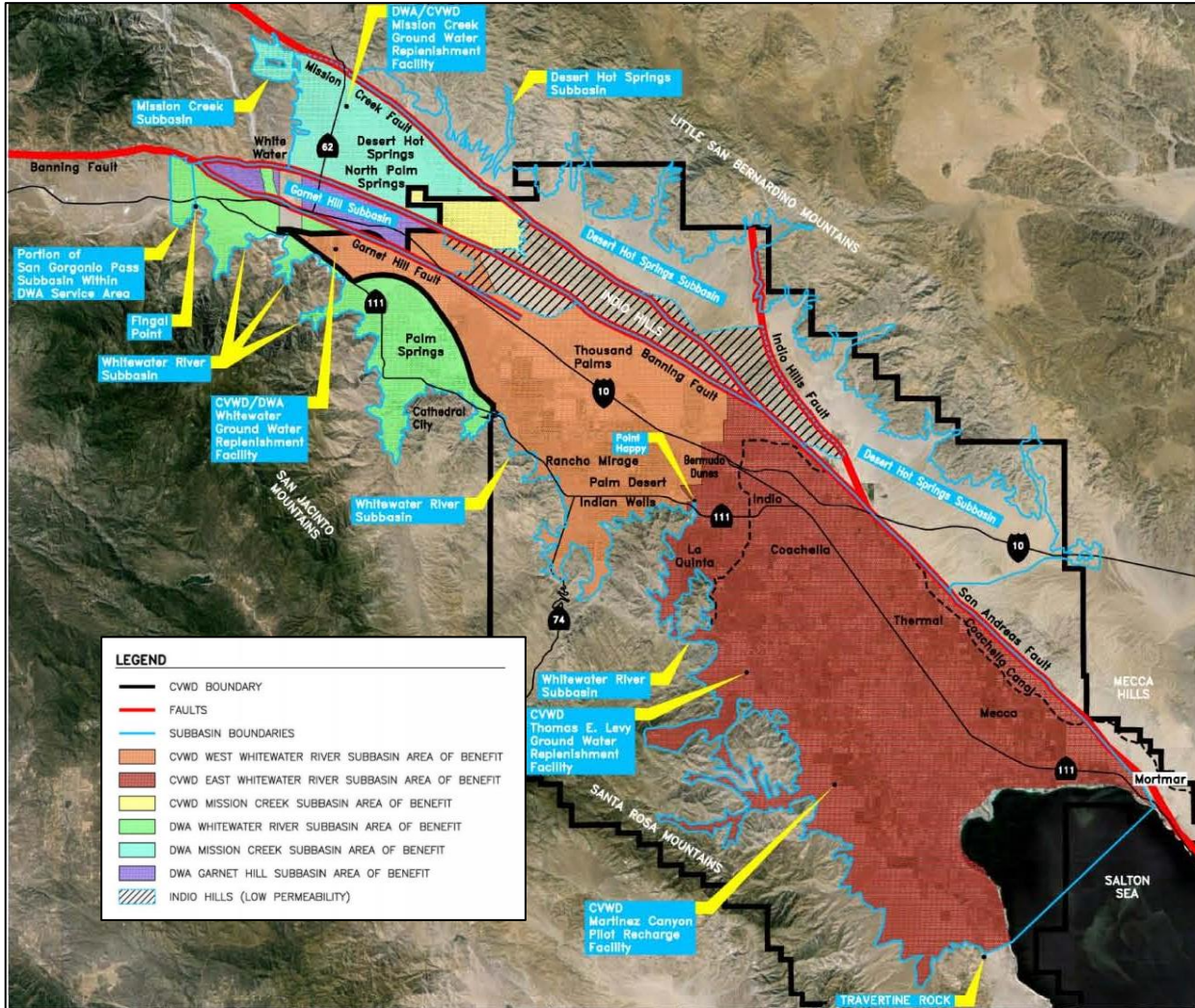
<sup>12</sup> The term groundwater refers to local groundwater and imported, recycled and other supplies that are continuously recharged to the basin and extracted from groundwater wells.

<sup>13</sup> Engineer's Report on Water Supply and Replenishment Assessment 2016-2017 Mission Creek, West Whitewater River, and East Whitewater River Subbasin Areas of Benefit.

<sup>14</sup> 2010 CVWMP, pp. 7-2 to 7-12; 2011 SPEIR, pp. 3-4 to 3-9.

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**Figure 4-2  
Groundwater Basins**



Moreover, the potential environmental effects of implementing the projects and programs contained in the 2010 CVWMP have been analyzed in accordance with CEQA, and the determination has been made that implementation of the 2010 CVWMP will have a beneficial effect on groundwater resources<sup>15</sup>. CVWD, with assistance from other water agencies, including the City's Coachella Water Authority, have been implementing water supply projects, programs and related management actions of the CVWMPs since 2002. A notable requirement under the CVWMP is that the City must pay a replenishment assessment charge (RAC) for each acre-foot of groundwater produced. RAC is used to replenish the groundwater aquifer with imported water supplies.<sup>16</sup>

In addition to the CVWMP process, in February 2014 the Coachella Valley Integrated Regional Water Management Plan (IRWMP) was developed to promote a regional approach for addressing water management issues and to enhance the region's eligibility for state funding opportunities for water resource projects. The IRWMP was created by the Coachella Valley Regional Water Management Group (CVRWMP), which is a partnership of CWA, CVWD, DWA, Indio Water Agency, Valley Sanitary District, and the Mission Springs Water District.

#### **4.2.3 Status of Groundwater Basin**

As noted above, the 2010 CVWMP Update and 2011 SPEIR conclude that the total projected water supplies available to the basin area, including the City and its SOI, during normal, single-dry and multiple-dry periods throughout the year 2045 are sufficient to meet the needs of existing uses and projected growth<sup>17</sup>. Along with those conclusions, the 2010 CVWMP states that the demand for groundwater in the Basin has annually exceeded the natural recharge of the groundwater basin and that condition has caused groundwater levels to decrease in portions of the East (Lower) Valley and has raised concerns about water quality degradation and land subsidence. If left unaddressed and unmanaged, such groundwater conditions could result in increased groundwater pumping costs, continued decline of groundwater levels, and water quality degradation in the Basin. Because of the difficult nature of quantifying overdraft, CVWD has based its assessment of the issue on the change in freshwater storage in the Basin. For 2014, the latest report available, there was a gain in storage which was opposite from the losses experienced in previous years and was estimated at 3,636 ac-ft.<sup>18</sup> Importantly, and as noted throughout the water supply planning documents that support its analysis, Basin conditions have been and will continue to be fully addressed and comprehensively managed. Consistent with the conclusions of CVWD's 2010 CVWMP Update and 2011 SPEIR, it is expected that continued implementation of CVWMP recommendations will improve overdraft conditions and have a beneficial effect on the groundwater basin<sup>19</sup>.

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<sup>15</sup> 2010 CVWMP, pp. 7-18 to 7-31; 2011 SPEIR, pp. 3-23 to 3-33.

<sup>16</sup> CVWD Engineers Report on Water Supply and Replenishment Assessment, East (Lower) Whitewater River Subbasin Area of Benefit, 2014-2015.

<sup>17</sup> 2010 CVWMP, pp. 7-18 to 7-31; 2011 SPEIR, pp. 3-23 to 3-33.

<sup>18</sup> CVWD Engineers Report on Water Supply and Replenishment Assessment, Lower Whitewater River Subbasin Area of Benefit, 2014-2015.

<sup>19</sup> 2010 CVWMP, pp. 7-18 to 7-31; 2011 SPEIR, pp. 3-23 to 3-33.

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## 4.2.4 Groundwater Management Efforts

As presented in **Section 4.1** above, CVWD continues to successfully implement an urban water conservation program, has acquired additional SWP supplies, and has constructed the Thomas E. Levy Groundwater Replenishment Facility, among other water management programs and actions. The 2010 CVWMP Update recommends greater conservation (agricultural conservation, additional urban conservation, and golf course conservation), supply development (acquisition of additional imported water supplies, recycled water use, and desalinated drain water), groundwater recharge program enhancements, and source substitution programs as means of improving basin conditions while ensuring a sufficient and sustainable source of water supply for existing and projected uses throughout the region.<sup>20</sup>.

## 4.2.5 Historical Use of the Basin

The City has eight groundwater production wells (six active, two inactive). In 2013, as shown on **Table 3-1, Historic Production**, the City produced approximately 7,939 ac-ft of groundwater. The operating conditions and controls for the wells vary, with some wells operating year-round and some operate seasonally. The system is controlled by a Supervisory Control and Data Acquisition (SCADA) system to ensure maximum efficiency of groundwater resources. The City presently uses approximately five percent of the total volume of water withdrawn from the East (Lower) Whitewater River Subbasin each year, see **Section 3.1, Table 3-1** for the City's annual groundwater production in the Subbasin over the past 14 years. **Table 4-1** presents estimated total groundwater production in the Subbasin over the past 15 years.

As indicated herein, substantial regional efforts are ongoing, led by CVWD, to recharge the Whitewater River Subbasin with imported water together with other local supplies. Those efforts are made possible in large part because of CVWD's role as SWP contractor. However, the Coachella Valley does not have a direct physical connection to the SWP system. Therefore, CVWD has entered an exchange agreement with the Metropolitan Water District of Southern California (MWD), whereby MWD delivers Colorado River supplies to CVWD in exchange for like amounts of CVWD's SWP supplies. The Colorado River deliveries are made through MWD's Colorado River Aqueduct, which crosses through the Coachella Valley. Among other things, the exchange agreement allows for advanced deliveries and storage of Colorado River water in the Coachella Basin, thereby providing flexible and efficient water management opportunities. The large storage capacity of the Basin and the large volume of water in storage allow CVWD and other local water providers, such as the City, to pump needed supplies from the Basin during dry years, where large amounts of water can be recharged in normal and above normal years.

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<sup>20</sup> In addition to the information and analyses presented in this WMP, other descriptions of the projects and programs within the City and CVWD service areas are set forth in the City 2010 UWMP, CVWD 2010 UWMP, CVWD 2010 CVWMP and 2011 SPEIR.



**Table 4-1**  
**Estimated Groundwater Production**  
**East (Lower) Whitewater River Subbasin<sup>21</sup>**

Year	Acre-feet <sup>[1]</sup>
1999	168,300
2002	166,700
2003	199,800
2004	172,300
2005	172,000
2006	172,000
2007	172,000
2008	172,000
2009	160,000
2010	150,000
2011	145,000 <sup>[3]</sup>
2012	120,064
2013	119,194
2014	123,465
2015	113,706

#### 4.2.6 Projected Groundwater Use and Sufficiency of the Basin

As presented in **Section 3**, total water demand for the year 2015 was 6,530 acre-feet per year (AFY). The projected water demand for the City is estimated at approximately 26,967AFY in 2035. For additional information regarding projected demand, please refer to **Section 3.4**.

Substantial evidence demonstrates that the groundwater and recharged groundwater supplies of the Coachella Valley Groundwater Basin are and will continue to be sufficient during normal, single-dry and multiple dry years over the 20-year projection and beyond to meet the projected demand associated with the future development.<sup>22</sup>

#### 4.3 WATER AGREEMENTS

In September 2009, CVWD and the City signed a Memorandum of Understanding (2009 MOU) to assist in ensuring a sufficient and reliable water supply for development projects within the City and a major portion of its sphere of influence (SOI) in a manner consistent with CVWD's 2010 CVWMP Update, and as amended from time to time. Under the terms of the 2009 MOU, various means are identified by which the City can provide for the supply of supplemental water to offset the demands associated with development projects approved by the City. For instance, under the 2009 MOU the City can participate in funding CVWD's acquisition of supplemental water supplies to offset demands associated with newly approved projects within the City's SOI.<sup>23</sup>

<sup>21</sup> Engineer's Report on Water Supply and Replenishment Assessment, East (Lower) Whitewater River Subbasin Area of Benefit 2016-2017, Table VII-1.

<sup>22</sup> City's 2010 UWMP, CVWD's 2010 CVWMP Update and CVWD's 2011 SPEIR

<sup>23</sup> CVWD 2010 CVWMP Update, p. 3-3

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In February 2013, CVWD and the City signed a Memorandum of Understanding (2013 MOU) regarding implementation of the 2009 MOU. Among other things, the 2013 MOU further specifies the mechanism by which the City can finance and acquire supplemental water supplies from CVWD to meet the projected demands of new development projects, and establishes a process for preparing and adopting Water Supply Assessments and Written Verifications for such projects. The 2013 MOU expressly acknowledges and applies future development projects, and the supplemental water supplies referred to in the 2013 MOU have been considered by CVWD as part of the 2010 CVWMP Update and related 2011 SPEIR.

## 4.4 COLORADO RIVER WATER

Colorado River supplies are important to the Coachella Valley for two primary reasons. First, a substantial portion of California's share of Colorado River water is allocated directly to CVWD. Second, much of the replenishment supplies used in the Valley come from MWD's allocation of Colorado River water, via the exchange agreement for SWP supplies as discussed above.

Colorado River water has been a major source of supply for the Coachella Valley since 1949 with the completion of the Coachella Canal.<sup>24</sup> The Colorado River is managed and operated in accordance with the *Law of the River*, the collection of interstate compacts, federal and state legislation, various agreements and contracts, an international treaty, a U.S. Supreme Court decree, and federal administrative actions that govern the rights to use of Colorado River water within the seven Colorado River Basin states. The *Colorado River Compact*, signed in 1922, apportioned the waters of the Colorado River Basin between the Upper Colorado River Basin (Colorado, Wyoming, Utah, and New Mexico) and the Lower Basin (Nevada, Arizona, and California). The Colorado River Compact allocates 15 million AFY of Colorado River water: 7.5 million AFY to the Upper Basin and 7.5 million AFY to the Lower Basin, plus up to 1 million AFY of surplus supplies. The Lower Basin's water was further apportioned among the three Lower Basin states by the *Boulder Canyon Project Act* in 1928 and the 1964 U.S. Supreme Court decree in *Arizona v. California*. Arizona's basic annual apportionment is 2.8 million AFY, California's is 4.4 million AFY, and Nevada's is 0.3 million AFY. California has been diverting up to 5.3 million AFY in recent years, using the unused portions of the Arizona and Nevada entitlements. Mexico is entitled to 1.5 million AFY of the Colorado River under the *1944 United States-Mexico Treaty for Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande*. However, this treaty did not specify a required quality for water entering Mexico. In 1973, the United States and Mexico signed Minute No. 242 of the International Boundary and Water Commission requiring certain water quality standards for water entering Mexico.<sup>25</sup>

California's apportionment of Colorado River water is allocated by the 1931 *Seven Party Agreement* among Palo Verde Irrigation District (PVID), Imperial Irrigation District (IID), CVWD and MWD. The three remaining parties, the City and the County of San Diego and the City of Los Angeles, are now part of MWD. The allocations defined in the *Seven Party Agreement* are shown in **Table 4-2** below. In its 1979 supplemental decree in the *Arizona v. California* case, the United States Supreme Court also assigned "present

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<sup>24</sup> CVWD 2010 CVWMP Update, Section 4.2, Colorado River

<sup>25</sup> CVWD 2010 CVWMP Update, Section 4.2, Colorado River

perfected rights” to the use of river water to a number of individuals, water districts, towns and Indian tribes along the river. These rights, which total approximately 2,875,000 AFY, are charged against California’s 4.4 million AFY allocation and must be satisfied first in times of shortage. Under the 1970 *Criteria for Coordinated Long-Range Operation of the Colorado River Reservoirs* (Operating Criteria), the Secretary of the Interior determines how much water is to be allocated for use in Arizona, California and Nevada and whether a surplus, normal or shortage condition exists. The Secretary may allocate additional water if surplus conditions exist on the River (see additional discussion below).<sup>26</sup>

**Table 4-2  
Priorities and Water Delivery Contracts  
California Seven Party Agreement of 1931**

Priority	Description	Acre-ft/year
1	Palo Verde Irrigation District gross area of 104,500 acres of Coachella Valley lands	
2	Yuma Project (Reservation Division) not exceeding a gross area of 25,000 acres within California	
3(a)	IID, CVWD and lands in Imperial and Coachella Valley’s to be served by the All American Canal	
3(b)	Palo Verde Irrigation District – 16,000 acres of mesa lands	
4	Metropolitan Water District of Southern California for use on coastal plain	550,000
	Subtotal – California Basic Apportionment	4,400,000
5(a)	Metropolitan Water District of Southern California for use on coastal plain	550,000
5(b)	Metropolitan Water District of Southern California for use on coastal plain	112,000
6(a)	IID and lands in the Imperial and Coachella Valley’s to be served by the All American Canal	
6(b)	Palo Verde Irrigation District – 16,000 acres of mesa lands	300,000
	<b>Total</b>	<b>5,362,000</b>

Sources: United States Bureau of Reclamation, <http://www.usbr.gov>; CVWD 2010 CVWMP Update, Table 4-2.

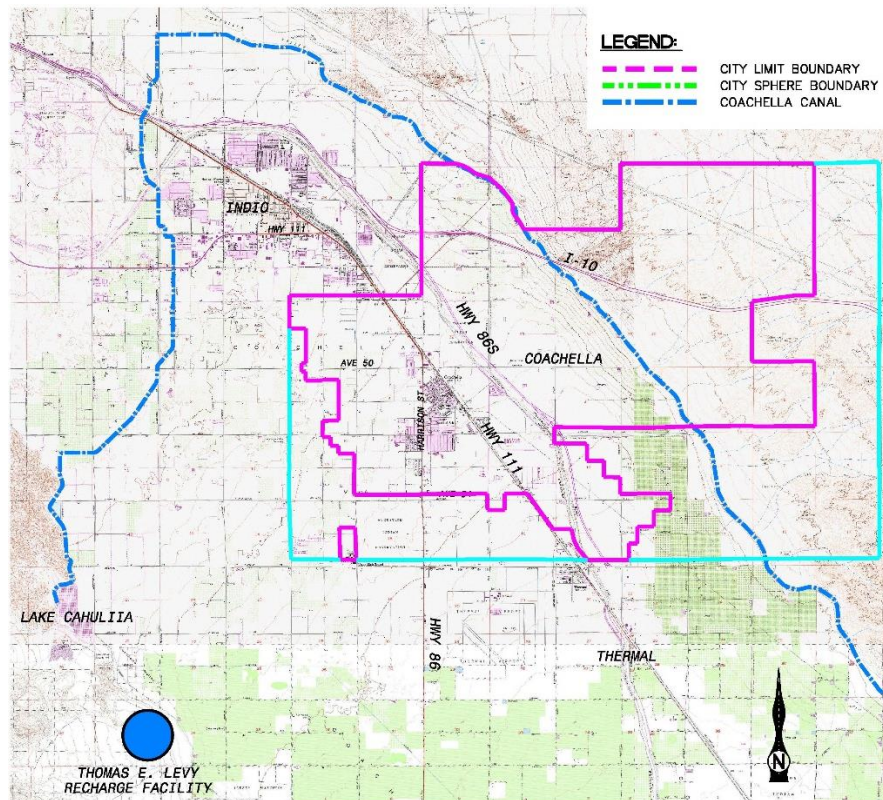
<sup>26</sup> CVWD 2010 CVWMP Update, Section 4.2, Colorado River

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California's Colorado River supply is protected by the 1968 Colorado River Basin Project Act, which provides that in years of insufficient supply on the main stream of the Colorado River, supplies to the Central Arizona Project shall be reduced to zero before California will be reduced below 4.4 million ac-ft in any year. This assures full supplies to the Coachella Valley except in periods of extreme drought. As further described below, delivery analyses performed for the Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lakes Powell and Mead indicated that California would only experience shortages if the total shortage in the Lower Basin exceeds 1.7 million AFY.<sup>27</sup>

The Coachella Canal (Canal) is a branch of the All-American Canal that brings Colorado River water into the Imperial and Coachella Valleys. Historically, CVWD received approximately 330,000 AFY of Priority 3A Colorado River water delivered via the Coachella Canal. The Canal originates at Drop 1 on the All-American Canal and extends approximately 122 miles, terminating in CVWD's Lake Cahuilla; see **Figure 4-3**. The service area for Colorado River water delivery under CVWD's contract with Reclamation is defined as Improvement District No. 1 (ID-1) which encompasses most of the East Valley and a portion of the West Valley north of Interstate 10. Under the 1931 California Seven Party Agreement, CVWD has water rights to Colorado River water as part of the first 3.85 million AFY allocated to California. CVWD is in the third priority position along with IID.<sup>28</sup>

**Figure 4-3**  
**Coachella Canal**



<sup>27</sup> CVWD 2010 CVWMP Update, Section 4.2, Colorado River

<sup>28</sup> CVWD 2010 CVWMP Update, Section 4.2, Colorado River

#### 4.4.1 Quantification Settlement Agreement

Although the rights and relative priorities to Colorado River supplies as discussed above remain established under the *Law of the River*, an additional framework applies in California. In 2003, CVWD, IID and MWD successfully completed negotiation of the Quantification Settlement Agreement (QSA). The QSA quantifies the Colorado River water allocations of California’s agricultural water contractors, beginning in 2003 and extending 75 years, and provides for the transfer of water between agencies.

Specific programs under the QSA include lining portions of the All-American and Coachella Canals, which conserve approximately 96,000 acre-feet annually. As a result, about 80,000 acre-feet of conserved water is delivered to the San Diego County Water Authority (“SDCWA”) by exchange with MWD. Also included under the QSA is the Delivery and Exchange Agreement between MWD and CVWD that provides for MWD to deliver annually up to 35,000 acre-feet of MWD’s State Water Project contractual water to CVWD by exchange with MWD’s available Colorado River supplies. In calendar year 2011, under a supplemental agreement with CVWD, MWD delivered 105,000 acre-feet which consisted of the full 35,000 acre-feet for 2011 plus advance delivery of the full contractual amounts for 2012 and 2013.<sup>29</sup>

Under the QSA, CVWD has a base allotment of 330,000 AFY. In accordance with the QSA, CVWD has entered into water transfer agreements with MWD and IID that increase CVWD supplies by an additional 129,000 AFY as shown in **Table 4-3** below.<sup>30</sup>

**Table 4-3**  
**CVWD Deliveries under the QSA**

<b>Component</b>	<b>2010 Amount (AFY)</b>	<b>2045 Amount (AFY)</b>
Base Allotment	330,000	330,000
1988 MWD/IID Approval Agreement	20,000	20,000
Coachella Canal Lining (to SDCWA)	-26,000	-26,000
To Miscellaneous/Indian PPRs	-3,000	-3,000
IID/CVWD First Transfer	12,000	50,000
IID/CVWD Second Transfer	0	53,000
MWD/SWP Transfer	35,000	35,000
<b>Total Diversion at Imperial Dam</b>	<b>368,000</b>	<b>459,000</b>
Less Conveyance Losses <sup>[1]</sup>	-31,000	-31,000
<b>Total Deliveries to CVWD</b>	<b>337,000</b>	<b>428,000</b>

Source: CVWD 2010 CVWMP Update, Table 4-3

[1] Assumed losses after completion of canal lining projects.

<sup>29</sup> MWD 2013 Preliminary Official Statement, Water Revenue Refunding Bonds, Appendix A, p. A-16

<sup>30</sup> CVWD 2010 CVWMP Update, Section 4.2.1, Qualification Settlement Agreement

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As of 2010, CVWD receives 368,000 AFY of Colorado River water deliveries under the QSA (See **Table 4-5** above). This includes the base entitlement of 330,000 AFY, MWD/IID Approval of 20,000 AFY, 12,000 AFY of IID/CVWD First transfer, and 35,000 AFY of MWD/SWP transfer. It also includes the 26,000 AFY transferred to San Diego County Water Authority (SDCWA) as part of the Coachella Canal lining project and the 3,000 AFY transfer to Indian Present Perfected Rights (PPRs). CVWD's allocation will increase to 459,000 AFY of Colorado River water by 2026 and remain at that level for the 75 year term of the QSA. After deducting conveyance and distribution losses, approximately 428,000 AFY will be available for CVWD use.<sup>31</sup>

## 4.4.2 Colorado River Basin Study

In December 2012, the Bureau of Reclamation (BOR) issued its Colorado River Basin Water Supply and Demand Study (2012 Study). According to BOR, the 2012 Study was prepared against the backdrop of challenges and complexities of ensuring a sustainable water supply and meeting future demand in the Colorado River system. Notably, the 2012 Study recognizes that because of the Colorado River system's ability to store approximately 60 million acre-feet of water (or nearly four years of average natural flow of the River), all requested deliveries have been met in the Lower Basin, despite recently experiencing the worst 11-year drought in the last century.<sup>32</sup>

The 2012 Study concludes that, without additional future water management actions among the Upper and Lower Basin states, a wide range of future imbalances is plausible, primarily due to uncertainties inherent in future water supply.<sup>33</sup> Comparing the median long-term water supply projections against the median long-term water demand projections, and factoring in the myriad factors having the potential to affect the availability and reliability of River supplies and demands (such as climate change, species and other environmental issues, social trends, economic and legal forces, and technical capabilities), the 2012 Study shows that a long-term projected imbalance of 3.2 million acre-feet or more could occur by the year 2060.<sup>34</sup>

To address such potential long-term imbalances, the 2012 Study identifies and discusses a broad range of potential options to resolve the differences between water supply and demand. During the study period, over 150 options were received and organized into four groups: (1) those that increase Basin water supplies; (2) those that reduce Basin water demands; (3) those that focus on modifying operations; and (4) those that focus primarily on Basin governance.<sup>35</sup> Moreover, recognizing that no single option is likely sufficient to resolve potential water supply and demand imbalances, the 2012 Study developed groups and portfolios of options to reflect different adaptive strategies.<sup>36</sup>

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<sup>31</sup> CVWD 2010 CVWMP Update, Section 4.2.1, Qualification Settlement Agreement

<sup>32</sup> BOR Colorado River Basin Water Supply and Demand Study 2012, Executive Summary, p. ES-1

<sup>33</sup> BOR Colorado River Basin Water Supply and Demand Study 2012, Executive Summary, p. ES-6

<sup>34</sup> BOR Colorado River Basin Water Supply and Demand Study 2012

<sup>35</sup> BOR Colorado River Basin Water Supply and Demand Study 2012, Executive Summary, p. ES-7

<sup>36</sup> BOR Colorado River Basin Water Supply and Demand Study 2012, Executive Summary, p. ES-11

Importantly, the 2012 Study recognizes that *complete* elimination of Basin vulnerability is not likely obtainable, yet concludes that implementation of various adaptive management options results in a significant reduction in vulnerability (e.g., the percentage of future scenarios resulting in Lake Mead elevations being less than 1,000 feet msl is reduced from 19 percent to only 3 percent).<sup>37</sup> Indeed the 2012 Study states that implementation of management portfolios are projected to be successful in significantly improving the resiliency of Basin resources to vulnerable hydrologic conditions. Similar to the extraordinary conservation and management efforts being undertaken throughout the Coachella Valley, the 2012 Study concludes that supply augmentation, water reuse and conservation will be critical tools in managing potential supply and demand imbalances.<sup>38</sup>

#### 4.5 TRANSFER AND EXCHANGE OPPORTUNITIES

Water transfers involve the temporary or permanent sale or lease of a water right or contractual water supply between willing parties. Water can be made available for transfer from other parties through a variety of mechanisms.

The City is exploring opportunities to exchange non-potable groundwater for water from the Coachella Canal. Certain groundwater in the East (Lower) Coachella Valley has higher levels of dissolved solids and fluoride, and thus is not suitable for potable purposes. However, that supply may be suitable for irrigation and other non-potable uses. In turn, Canal water that is currently used only for irrigation purposes could be treated or left untreated and used for potable or non-potable urban uses.<sup>39</sup>

CVWD, DWA, and Indio Water Authority are considering the acquisition of additional imported water supplies to augment existing supplies. CVWD plans to acquire up to 50,000 AFY of additional water supplies through either long-term leases or entitlement purchases from willing parties.<sup>40</sup> Potential sources might include the Delta Wetlands Project which would store surplus water at two Delta islands for later delivery, Sacramento Valley irrigation water transfers, or purchase(s) of additional Table A water from other SWP contractors.<sup>41</sup>

Since currently there is no conveyance facility to deliver SWP water to the Coachella Valley, CVWD and DWA cannot directly receive their SWP supplies. Instead, pursuant to exchange agreements, the CVWD and DWA SWP water is delivered to MWD, which in turn delivers an equal amount of CRA water to CVWD and DWA to be recharged at the Thomas E. Levy (Levy), Whitewater and Mission Creek recharge facilities. CVWD and DWA are required to pay for their respective SWP costs and MWD is required to pay for its CRA costs. The original exchange agreements were entered in 1967. In 1983, the agreements were extended to 2035.

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<sup>37</sup> BOR Colorado River Basin Water Supply and Demand Study 2012, Executive Summary, p. ES-14

<sup>38</sup> BOR Colorado River Basin Water Supply and Demand Study 2012

<sup>39</sup> City 2010 UWMP, Section 4.5, Transfer And Exchange Opportunities

<sup>40</sup> CVWD 2010 CVWMP Update, Section 6.4.3, Future Imported Water Acquisitions

<sup>41</sup> CVWD 2010 CVWMP Update, pp. 8-4 to 8-7

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CVWD has operated a pilot recharge facility at Dike 4 near Avenue 62 since 1997. Construction of the full scale Levy facility was completed in mid-2009. Thereafter, substantially more recharge has occurred in the East (Lower) Whitewater Subbasin. The Levy facility has an estimated capacity to recharge 40,000 AFY. In addition to the Levy facility, CVWD is planning construction of the Martinez Canyon recharge facility that is expected to recharge between 20,000 and 40,000 AFY on an average basis. The 2010 CVWMP considers alternative recharge scenarios to effectively recharge imported water at Whitewater, Levy, and Martinez to provide the greatest benefit for the groundwater basin.<sup>42</sup>

## 4.6 WATER QUALITY

The quality of Coachella Valley groundwater is high and most of the groundwater delivered to urban customers receives only disinfection<sup>43</sup>. The City of Coachella obtains all of its potable water from the Coachella Valley Groundwater Basin by way of its 6 active groundwater wells. These wells are all located west of the San Andreas Fault. The City maintains a range of 0.2 to 1.5 parts per million gallon (ppm or mg/L) residual of chlorine in the drinking water throughout its system. This water is routinely monitored to ensure compliance with all requirements set forth by the U.S. Environmental Protection Agency (EPA), through the Safe Drinking Water Act, and the California Department of Public Health (CDPH), through Title 22.

The City hasn't had any violations of the Maximum Contaminant Level (MCL) for any monitored primary, secondary, or microbial contaminants over the past 7 years<sup>44</sup>. The City's water quality also meets all secondary MCL's known as Public Health Goals (PHG's). PHG's are set by the California EPA and are the level of contaminants in drinking water below which there is no known or expected health risk.

There are two major developments within the City's SOI that are expected in the near future, they are the La Entrada and Desert Lakes Developments. Both are scheduled to be built on the east side of the San Andreas Fault, which lies outside of the Whitewater River Subbasin. These developments would lie within the Fargo Canyon Subarea of the Desert Hot Springs Subbasin<sup>45</sup>. Within this area, groundwater is generally of unacceptable quality (TDS >1,000 mg/L) and the native yield is limited.<sup>46</sup> Groundwater, recently extracted east of the Coachella Valley Storm Channel which generally follows the same alignment as the San Andreas Fault, also reported elevated levels of fluoride<sup>47</sup>. Private wells in the area have also reported elevated arsenic levels exceeding the drinking water regulations<sup>48</sup>.

Groundwater supplies for developments overlying the Fargo Canyon Subarea of the Desert Hot Springs Subbasin will be produced west of the San Andreas Fault due to

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<sup>42</sup> CVWD 2010 CVWMP Update, Section 6.6, Groundwater Recharge

<sup>43</sup> 2010 CVWMP Update, Section 6.7.3, Groundwater Quality and Treatment

<sup>44</sup> Based on the City of Coachella Water Quality reports, 2007-2012

<sup>45</sup> 2010 CVWMP Update, Figure 4-1, Coachella Valley Groundwater Subbasins

<sup>46</sup> 2010 CVWMP Update, Section 6.4.6, Other Local Groundwater

<sup>47</sup> 2015 Coachella General Plan Update, Section 3, Water Quality, Pg. 03-21

<sup>48</sup> 2010 CVWMP Update, Section 5.1.3.1, Arsenic



aforementioned water quality issues on the east side. While well head or centralized treatment for these contaminants is possible, it may or may not prove to be economical.

#### 4.6.1 Hexavalent Chromium

The historic primary drinking water standard for total chromium was 50 parts per billion (ppb or µg/L), which was established in 1977 for California. The EPA adopted the same 50 µg/L standard for total chromium, but in 1991 raised the federal MCL to 100 µg/L. California did not follow US EPA's change and stayed with its 50 µg/L standard. In August of 2013 CDPH proposed a new MCL of 10 µg/L for hexavalent chromium. By July 1, 2014 CDPH adopted the new MCL of 10 µg/L. CWA will need to make upgrades and additions to their system in order to comply with the new CDPH mandated MCL for hexavalent chromium. In July 2016, the department of drinking water accepted CWA's hexavalent chromium compliance plan. CWA is on track to be in compliance with the hexavalent chromium MCL by the SB385 mandated January 1, 2020 deadline. This plan anticipates that all existing and future wells will require hexavalent chromium treatment in order to comply with California's new MCL.

CWA and Indio Water Authority (IWA) teamed up in order to produce a mutually beneficial solution that put both parties on a path toward compliance with the new regulations. Hazen and Sawyer was retained to conduct a study on the treatment and compliance for the lower maximum contaminate level (MCL) for Hexavalent Chromium. The final report of the study was completed August 2015. The study showed that strong based anion exchange was the recommended treatment technology for CWA's wells. In addition, several options exist for strong based anion exchange treatment implementation that are currently being evaluated by CWA; subsequently funding, design, environmental review, and construction are to follow.

#### 4.7 RECYCLED WATER OPPORTUNITIES

Recycled water is a significant resource that can be used to help expand the local and regional water supply portfolio. Wastewater that has been highly treated and disinfected can be reused for landscape irrigation, certain agricultural applications, and a variety of other purposes.<sup>49</sup> Recycled water has historically been used for irrigation of golf courses and urban landscaping in the Coachella Valley.<sup>50</sup> Additionally, the substitution of an alternative water source reduces groundwater extraction and allows the groundwater to remain in storage, thus reducing overdraft.<sup>51</sup>

Since irrigation requirements are affected by seasonal variations, there exists a recycled water supply/demand imbalance particularly during summer months when evapotranspiration is the highest. During winter months when irrigation demands are lower, wastewater that is not recycled would be discharged to percolation-evaporation ponds where most of the percolated water enters the groundwater basin. The use of

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<sup>49</sup> Coachella Valley Water Management Plan Update, January 2012, Section 4 – Existing Water Supplies, Subsection 4.5 – Recycled Water. Page 4-22.

<sup>50</sup> CVWD 2010 CVWMP Update, Section 4.7.3, Recycled Water

<sup>51</sup> Engineer's Report on Water Supply and Replenishment Assessment, East (Lower) Whitewater River Subbasin Area of Benefit 2016-2017, Table VII-10.

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recycled water for irrigation may reduce some of the evaporative losses that occur in the percolation ponds. Another challenge associated with recycled water use is the need for a separate distribution system.

Currently, the City does not have infrastructure in place to treat, convey, store and distribute recycled water. In order to identify a comprehensive recycled water program, a number of issues must be addressed, including:

- **Demand**-the principal non-potable uses for recycled water are golf courses, schools, urban landscape such as parks and sports fields, other irrigation and agriculture.
- **Treatment**-California Department of Public Health standards indicate that wastewater effluent be treated to tertiary treatment quality for landscape and other non-potable uses.
- **Conveyance and Distribution**-a separate distribution system will be required to convey recycled water to locations of use. Typically, wastewater treatment plants are located in areas at lower elevations than potential users; therefore, pumping will likely be required together with conveyance pipelines.
- **Storage**-since recycled water use will include both higher and lower demands, storage will likely be required.

The City is in the process of completing a recycled water feasibility study, a study on implementing a recycled water program. If the treatment system upgrade feasibility study produces a favorable result, and tertiary treatment is added to the facility, potential uses of recycled water could be implemented, including non-potable water systems for larger developments, such as La Entrada or regional recycled water facility between Indio Water Authority, Valley Sanitary District, and Coachella Sanitary District.

## 4.8 FUTURE WATER PROJECTS

The City continues its efforts to meet water demand through development of future water projects. Additional sources of supply will be required to meet demands associated with projected growth, one of which is Coachella Canal water. Canal water is a significant water supply source for the Coachella Valley. One of the underlying principles in the development of the CVWD 2010 CVWMP Update is to fully use the available Canal water supply. This is achieved by conversion of agricultural users and golf courses from groundwater to Canal water, development of dual piping for urban users and treatment of Canal water for urban use and groundwater recharge.<sup>52</sup>

The City will continue to evaluate the use of Canal water as a source substitution for drinking water supplies obtained from groundwater. As projected growth occurs in the East Valley and farms are converted to urban land uses, agricultural demand for Canal water will decrease. To avoid increased urban groundwater pumping and to use the Valley's Colorado River water supply fully, there will be a need to treat Canal water for urban use. Potable use will require Canal water treatment to meet drinking water standards. In anticipation of constructing potable water treatment facilities, CVWD completed a pilot treatability study for Canal water in 2008 (Malcolm-Pirnie, 2008c). This study investigated alternative approaches to treatment of Colorado River water delivered

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<sup>52</sup> CVWD 2010 CVWMP Update, Section 6.5.2, Groundwater to Canal Water Conversion

for urban use. The study recommended that blending treated Colorado River water with local groundwater be further evaluated to ensure customer satisfaction.<sup>53</sup>

In addition, untreated Canal water will be used in the future in large developments in the East Valley for outdoor purposes, i.e., lawn and park irrigation. These measures are necessary to reduce overdraft and to insure continued full use of the Valley’s Colorado River water supplies. Dual source plumbing systems will be a feature of new development in the East Valley to provide outdoor use of untreated Canal water. Untreated canal water will provide 67 percent to 80 percent of the landscape demand for new development.<sup>54</sup>

**4.9 WATER CONSERVATION**

In response to the Water Conservation in Landscaping Act of 2006 (Assembly Bill 1881, Laird), requiring cities and counties to adopt water conservation ordinances by January 1, 2010, CVWD worked with the Coachella Valley Association of Governments (CVAG), Coachella Valley cities, Riverside County, other water agencies, and the Building Industry Association to develop a Regional Landscape Water Conservation Ordinance. The Regional Landscape Ordinance not only meets the state requirements, but also is tailored specifically to the unique climate and water conservation needs of the Coachella Valley, including the City. The City has adopted CVAG’s the model landscape ordinance.

The new ordinance encourages limited use of turf areas and reduces landscape irrigation consumption by mandating high efficiency irrigation systems and low water use landscaping.

Additionally, the City’s two tiered rate structure includes a variable commodity charge (monthly charge based on the amount of water used or consumed by the customer in hundreds of cubic feet (HCF)) and a fixed metered account charge (basic monthly rate by meter size). The rates have been designed to recover the full cost of water service in the commodity charge, while discouraging wasteful water use, and will continue to be implemented into the future. Tiered rates are designed to incentivize customers to be proactive in reducing water use. Tiered water rates went into effect for residential customers in May 2010 and the rates for consumption are shown in **Table 4-4**.

**Table 4-4  
Rates for Consumption Charge**

Tiers	Effective Date					
	5/1/2010	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015
Block 1 Rate (per HCF) 0 to 41 HCF	\$1.05	\$1.16	\$1.30	\$1.36	\$1.43	\$1.50
Block 2 Rate (per HCF) Over 41 HCF	\$1.21	\$1.31	\$1.45	\$1.51	\$1.58	\$1.65

<sup>53</sup> CVWD 2010 CVWMP Update, Section ES-4.2.3, Source Substitution

<sup>54</sup> CVWD 2010 CVWMP Update, Section ES-5.4.3, Source Substitution

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Other conservation measures that the City has enacted include:

- Collaborating with Coachella Valley Resource Agency (CVRA) for conducting water audits. The plan is to identify and reduce water uses from the largest customers.
- Providing assistance to low-income families to retrofit older houses with newer water efficient fixtures (i.e. low flow shower heads and ultra-low flush toilets).
- Piping and meter review to account for any losses within the system due to leaks.
- Meter calibration to enhance effectiveness of measuring consumption.
- School education programs promoting water conservation.
- Installation of ultra-low flush toilets for new developments.
- Offering a turf removal rebate program for residents who want to reduce outdoor water use by converting their front lawn to desert-friendly landscaping.
- A prohibition for wasting water in Municipal Code Section 13.03.044 which states it is unlawful for any person to willfully or neglectfully waste water in any manner whatsoever. The measurement of success for this program is a reduction in water waste violations in the future.

## 4.10 SUMMARY

As part of this WMP, the City will continue to design water system improvements to enhance conservation, identify additional water supplies, potential source substitutions, and alternative supplies as demands increase and enhance local groundwater recharge.

## SECTION 5 EXISTING AND FUTURE WATER SYSTEM

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### 5.1 EXISTING WATER SYSTEM

The existing water system consists of two different pressure zones, six active groundwater production wells, three storage reservoirs, three booster pumping stations, and 120 miles of conveyance and distribution pipelines. Locations of the water facilities are shown on **Figure 5-1 Existing Distribution System** and a hydraulic schematic representation of the existing water facilities and their interactions is presented on **Figure 5-2 Existing System Hydraulic Schematic**. The following sections provide a description of the pressure zones and their corresponding distribution facilities. These facilities include supply, storage, booster station, and distribution system components.

#### 5.1.1 Existing Pressure Zones

The current water system is divided into two (2) pressure zones, the Low Zone and the 150 Zone. Currently, the Low Zone Area is generally south of 48<sup>th</sup> Avenue, bounded by Jackson Street on the west, the Coachella Valley Storm Channel on the east, and 56<sup>th</sup> Avenue on the south. The Low Zone provides water service to the majority of the City and as the City continues to grow, the Low Zone will extend further east and south. Typically, pressure zones are established by the high water level (HWL) in reservoirs serving the system; however, the Low Zone is established by specific operational discharge pressure set points at each well and/or booster. Currently, the 3.6 MG Low Zone reservoir (Mecca Reservoir) booster pump station (Well 12 Booster) sets the hydraulic gradient, which maintains a constant discharge pressure. The discharge pressure is set by system operators and can vary seasonally. Based on current average well settings, the Low Zone has a hydraulic grade line (HGL) of approximately 90 feet above mean sea level (msl). A pressure relief valve at the Mecca Reservoir will open and relieve excess pressure into the reservoir if upstream pressures exceed the current 75 psi set point.

The 150 Zone service area is generally north of 48<sup>th</sup> Avenue and supplies primarily commercial and light industrial users along Interstate 10 freeway corridor with the Spotlight 29 Casino being the main water use for the zone. The HWL in the 150 Zone is served by the 146' msl above HWL of the 1.5 MG reservoir (Dillon Rd. Reservoir) located at the northerly end of the system. The hydraulic gradient will fluctuate based on the changing water level in the reservoir. **Table 5-1** summarizes the City's existing pressure zones and the pressure zone boundaries are shown on **Figure 5-1**.

**Table 5-1  
Existing Pressure Zone Characteristics**

Zone Name	HWL/HGL (ft)	Min Ground Elevation (ft)	Max Ground Elevation (ft)	Min Pressure (psi)	Max Pressure (psi)
Low	90	-110	-35	54	87
150	146	-40	35	38	81

Note: Min and max pressures listed are based on pressure zone elevations served. Reservoir water levels, booster settings, well settings and demand fluctuations will vary actual pressure amounts within each zone.

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For each zone, the minimum and maximum ground elevation help determine the elevation range served in that zone. This information aids in identifying existing system parameters and as a means to determine system improvements. For example, the elevation range can be used to determine a favorable site for a new reservoir and what the resultant HWL may be.

## 5.1.2 Existing Water Production

As presented in **Section 4**, the City has one principal production source, local groundwater pumped from the City-owned wells. All active wells will require hexavalent chromium treatment facilities to be constructed in order to comply with California's new MCL of 10 µg/L by the Senate Bill No. 385 mandated January 1, 2020 deadline. There are currently eight (8) wells within the City's distribution system; of which, six (6) wells are currently operational and two (2) are inactive. Wells 7 and 10 were made inactive due to declining capacity. The total pumping capacity of active wells is approximately 11,759 gallons per minute (gpm) or 16.9 million gallons per day (MGD). The well capacities are obtained from the Pump Check hydraulic test reports conducted in 2013 and information gathered from the City's operations staff, included as **Appendix C**.

Operating conditions and controls vary for each well, with some wells operating either year-round and others seasonally. Some of the wells are operated by timers, with the ability to shut them down during off-peak hours. Pump system pressures are maintained by variable frequency drive controls on a majority of the pumps. Over pressurization of the system is prevented by downstream control valves when the system water demands reduce during off-peak hours. Well 12 is equipped with a pressure relief valve that will relieve excess pressure into the City's Mecca Reservoir in the Low Zone. Approximately 91 percent of the City's well capacity is located in the Low Zone and approximately 9 percent of the City's well capacity is located in the 150 Zone. Physical and operational data for the City's wells is summarized in **Table 5-2** and the well locations are shown on **Figure 5-1**.

**Figure 5-1  
 Existing Distribution System**

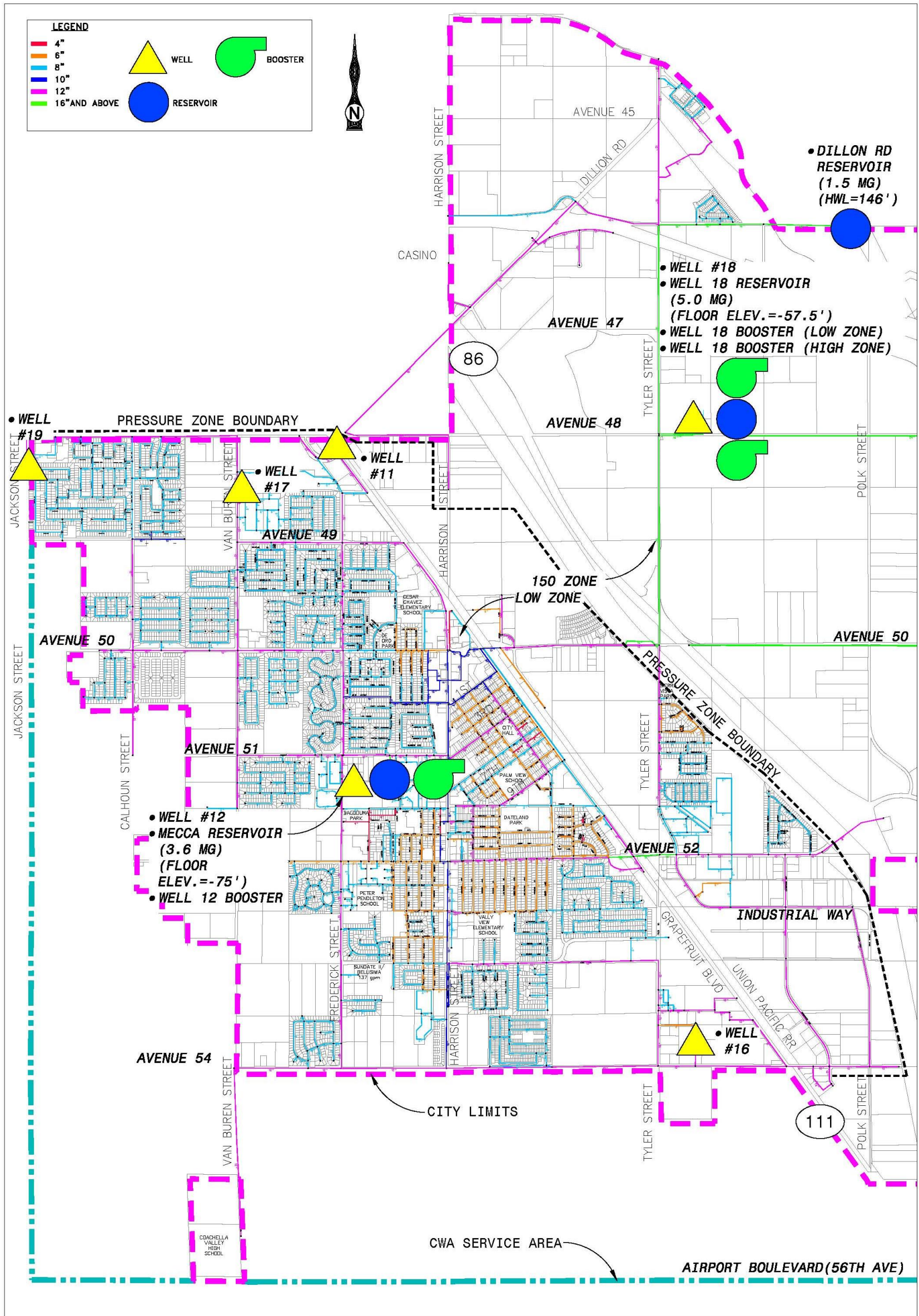
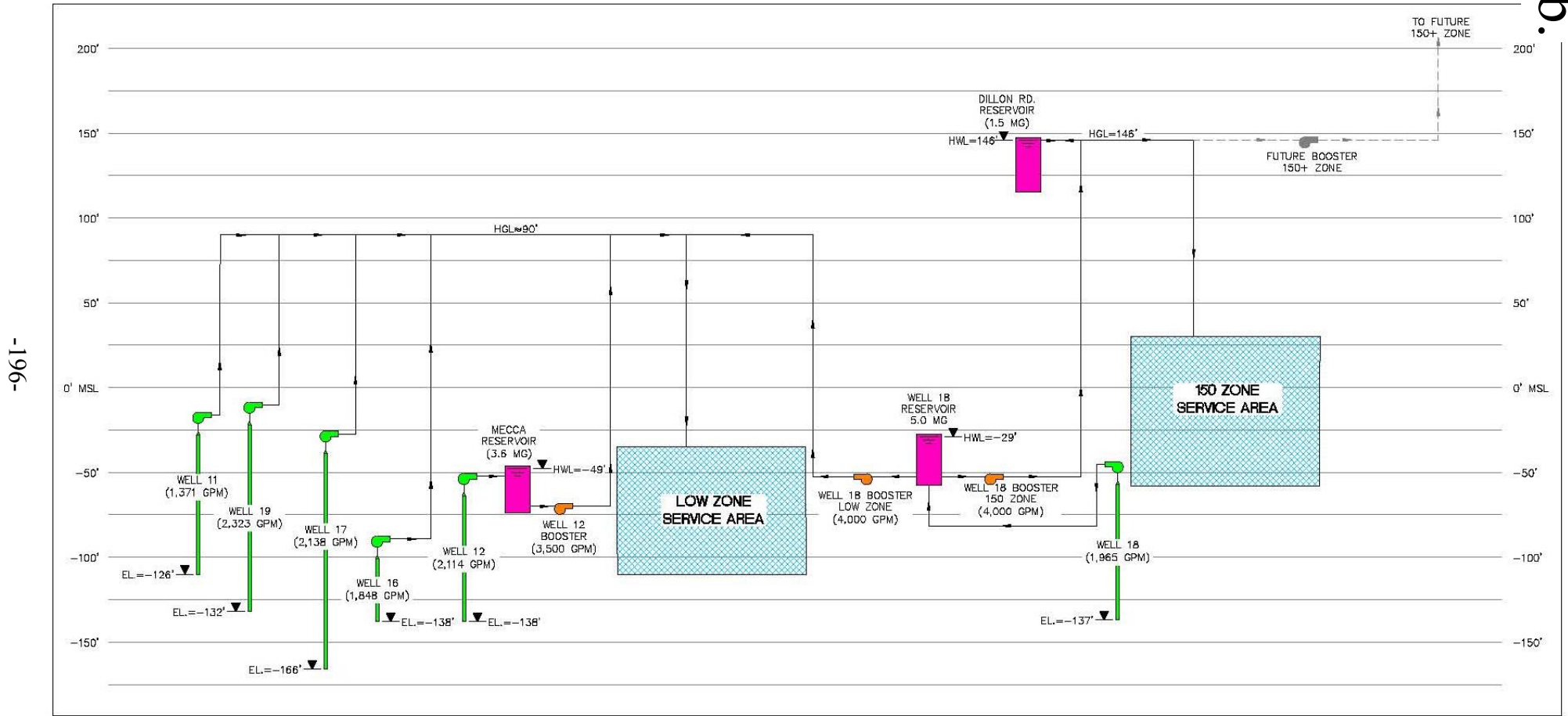


Figure 5-2  
 Existing System Hydraulic Schematic



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**Table 5-2  
 Existing Groundwater Well Characteristics**

Well No.	Location	Pressure Zone	Status	Capacity Range <sup>[1],[2]</sup> (gpm)	Total Pumping Head (ft)	Depth to Standing Water (ft)	Draw-Down (ft)	Ground Elevation (ft)	HGL Elevation (ft)	Discharge Pressure (psi)
7	Harrison St. & Cairo St.	Low	Inactive	450 - 580	-	-	-	-	-	-
10	Ave. 48 & Tyler St.	150	Inactive	450 - 580	-	-	-	-	-	-
11	Ave. 48 & Indio Blvd.	Low	Active	1,371	282	84	42	-42	90	68
12	Ave. 51 & Harrison St.	Low	Active	2,114	134	76	30	-62	90	12
16	Ave. 54 & Tyler St.	Low	Active	1,848	N/A <sup>[3]</sup>	39	N/A <sup>[3]</sup>	-98	90	85
17	Calle Teco Maria & Avenida Europa	Low	Active	2,138	N/A <sup>[4]</sup>	N/A <sup>[4]</sup>	N/A <sup>[4]</sup>	-37	90	52
18	Ave. 48 & Tyler St.	150	Active	1,965	153	80	41	-55	150	14
19	Ave. 48 & Jackson St.	Low	Active	2,323	258	112	28	-20	90	51

<sup>[1]</sup> Data for Well No's. 11, 12, 16, 17, 18 are obtained from Pump Check pump tests, included as **Appendix C**.

<sup>[2]</sup> Capacities obtained from City's Water Production Report. All the subsequent analyses in this report are based on these capacities.

<sup>[3]</sup> Due to an obstruction in the well, Pump Check was unable to collect total pumping head and draw-down.

<sup>[4]</sup> No historic pump test data was available at the time of this WMP.

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## 5.1.3 Existing Water Storage Reservoirs

There are three (3) storage reservoirs within the City with the following capacities: 1.5 MG, 3.6 MG, and 5.0 MG. The City has a total reservoir storage capacity of approximately 10.1 MG; of which, approximately 1.5 MG lies within the 150 Zone.

The 3.6 MG Low Zone reservoir (Mecca Reservoir) was constructed in 1987 and is located at the southwest intersection of Avenue 51 and Mecca Avenue. The reservoir does not establish the Low Zone hydraulic gradient, but acts as the forebay to an adjacent booster station for Well 12.

The 5.0 MG reservoir (Well 18 Reservoir) is located northeast of the intersection of Avenue 48 and Tyler Street. The Well 18 Reservoir is used as a forebay for booster which supply both the 150 Zone and the Low Zone. Originally Well 18 Reservoir was to be supplied by Well 10 and Well 18; however, Well 10 is inactive and expected to remain so. Therefore, Well 18 Reservoir is only supplied by Well 18. The reservoir has a booster station that is capable of pumping to both the 150 Zone and Low Zone. The booster station is described in more detail in **Section 5.1.4 Existing Booster Pumping Stations.**

The 1.5 MG reservoir (Dillon Rd. Reservoir) is located near the intersection of Vista Del Norte and Polk Street. The Dillon Rd. Reservoir establishes the HWL and hydraulic gradient of the 150 Zone. The reservoir maintains supply and pressure to the City's water system through gravity. The supply source for the Dillon Rd. Reservoir was Well 10 and Well 18; however, as described above, Well 10 is inactive and will only be supplied by Well 18. Additionally, Well 11 has been configured to allow the well to supply the reservoir during emergencies or periods of extreme high demand through the opening of a normally closed valve.

**Table 5-3** provides a detailed summary of the City's storage reservoirs.

**Table 5-3  
Existing Storage Reservoir Characteristics**

Reservoir ID	Pressure Zone	Year of Const.	Type of Const.	Dia. (ft)	Height (ft)	Volume (MG)	Percent Total (%)	Bottom Elevation (ft)	High Water Elevation (ft)
Mecca	Low	1987	Welded Steel	158	26	3.6	34%	-75	-49
Well 18	Low & 150	2007	Welded Steel	175	28.5	5.0	51%	-57.5	-29
Dillon Rd.	150	1971	Welded Steel	90.5	32	1.5	14%	114	146
<b>Total Capacity:</b>						<b>10.1</b>			

Based on industry standards, the average life expectancy of steel reservoirs is estimated between 50 years and 100 years. If reservoirs have been properly maintained and regularly repainted or re-coated every 15 to 20 years, the life expectancy is closer to 100 years. Based on field observations and discussions with City staff, existing storage facilities are in fairly good condition and have been maintained and recoated on a regular basis. The existing three storage reservoirs have an expected service life as follows:

- Mecca Reservoir was constructed in 1987 with a remaining service life of 71 years;
- Well 18 Reservoir was constructed in 2007 with a remaining service life of 91 years; and
- Dillon Road Reservoir was constructed in 1971 with a remaining service life of 55 years.

Therefore, no improvements are recommended based on age are recommended. However, the City has not completed a seismic vulnerability assessment on existing reservoirs and it is recommended that the City complete a seismic assessment to ensure reliability of storage facilities in during a seismic event.

#### 5.1.4 Existing Booster Pumping Stations

The City operates two booster pumping stations: the Mecca Reservoir booster pump station (Well 12 Booster) and the Well 18 Reservoir booster pump station (Well 18 Booster).

The Well 12 Booster Station supplies water to the Low Zone and receives suction supplies from the 3.6 MG Mecca Reservoir. The Well 12 Booster has three (3) existing pumps. Pump speeds are controlled by variable frequency drives (VFD's) to maintain a preset discharge pressure; which is currently set at 62 psi, but can vary seasonally.

The Well 18 Booster Station supplies both the 150 Zone and Low Zone, and receives suction supplies from the 5.0 MG Well 18 Reservoir. The Well 18 Booster has two (2) separate pump systems, one for the 150 Zone and one for the Low Zone. Each pump system has two (2) existing pumps with pump speeds controlled by VFD's. The 150 Zone pump system is sized to operate under a condition when the Dillon Rd. Reservoir is out of service for repairs.

The Well 18 Booster Station is operated when the Dillon Rd. Reservoir in 150 Zone requires replenishment or the Low Zone is low on pressure. The Well 18 Booster Station was constructed to allow for a future one pump expansion for both the 150 Zone and Low Zone Systems. **Table 5-4** provides a detailed summary of each booster pump station. Additionally, their locations are shown on **Figure 5-1** and schematically represented on **Figure 5-2**.

**Table 5-4  
Existing Booster Pumping Stations Characteristics**

Booster Pump	No. of Pumps	Pump (hp)	Design Head (ft)	Average Capacity (gpm)	Pump Speed (rpm)	VFD	Overall Efficiency (%)	Backup Power	Discharge Zone
Well 12 Booster	3	100	158	3,500	1,800	Yes	80	Yes	Low
Well 18 Booster	2	125	150	4,000	1,800	Yes	80	Yes	Low
Well 18 Booster	2	200	160	4,000	1,800	Yes	80	Yes	150

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## 5.1.5 Existing Distribution Pipelines

The City's distribution system network consists of approximately 120 miles of pipeline, which range from 4-inches to 36-inches in diameter. **Table 5-5** summarizes the total length of the City's distribution system pipeline by size. Note that the numbers presented in the table are based on the pipelines included in the hydraulic model only, which do not include service laterals and pipelines of less than 4-inch in diameter.

**Table 5-5**  
**Summary of Existing Pipelines by Diameter**

Diameter (inch)	Total Length (feet)	Total Length (miles)	Percentage of Total Length (%)
4	5,038	1.0	0.8%
6	81,045	15.3	12.8%
8	337,495	63.9	53.4%
10	18,115	3.4	2.9%
12	168,597	31.9	26.7%
16	21,233	4.0	3.4%
24	70	0.0	0.0%
<b>Total:</b>	<b>631,593</b>	<b>119.6</b>	<b>100%</b>

As shown in **Table 5-6**, about 66 percent of the distribution system network consists of 6-inch and 8-inch diameter pipes, while 26 percent of the distribution system network is comprised of pipes that are 12 inches in diameter. All pipes that have a diameter of 16-inch and greater are defined as transmission mains. Approximately 3.5 percent of the distribution system network is characterized as transmission mains. The City currently requires new pipelines to be at least 8-inches in diameter. It is estimated that a majority of pipes in the City's water distribution system network were installed between year 1940 and year 1990. The older pipes reside in the southerly section of the lower zone and the newer pipes are up to the northerly section. Approximately 70 percent of the pipelines are installed between 1976 and 1990. Currently, the City does not have a program in place to replace aging or undersized pipelines. However, pipelines with a history of repairs (e.g. leaks) or with diameters less than 8-inches should be systematically replaced; further discussed in **Section 8, Capital Improvement Program**.

As indicated below in **Table 5-6**, asbestos cement (AC) is the most common pipeline material in the City. AC pipelines comprise about 80 percent of the City's distribution system network. The remaining pipelines are either polyvinyl chloride (PVC), ductile iron (DI), or steel.

**Table 5-6**  
**Summary of Existing Pipelines Percentages by Material**

Material	Percent of Distribution System (%)
Asbestos Cement (AC)	80%
Polyvinyl Chloride (PVC)	15%
Ductile Iron (DI) & Steel	5%

## 5.2 SYSTEM COMPONENT EVALUATION

Evaluation of the water system’s production capacity and reliability, storage capacity and condition are performed outside of the hydraulic model and are based on industry standards. These industry standards are typically the range of values used to evaluate the safety and dependability of a water system. These ranges of values were compiled using input from CWA Staff, applicable regulatory standards, design standards and guidelines that are widely acknowledged within the water industry and are typical ranges of values that are acceptable for the criteria in question. Within this section, the evaluation criteria will be presented along with an evaluation of the existing and future system based on demands presented in **Section 3, Existing and Future Water Demand**.

### 5.2.1 Evaluation Criteria

The City must be capable of providing sufficient water supply and storage capacity to meet the minimum criteria listed in **Table 5-7**.

**Table 5-7  
Water System Evaluation Criteria**

Evaluation Criteria	Value	Units	Evaluation Demand Conditions
<b>Demand Peaking Factors</b>			
Max Day Demand	1.9 X ADD	gpm, MGD	N/A
Peak Hour Demand	3.1 X ADD	gpm, MGD	N/A
<b>Supply Capacity</b>			
Entire System I	Provide MDD with largest source out of service using the firm well capacity		MDD
<b>Storage Volume</b>			
Operational	25% of MDD (24 hour period)	MG	MDD * 0.25 * 24 hrs
Fire	Highest requirement with in pressure zone	MG	MDD
Emergency	100% of ADD	MG	ADD * 24 hrs
<b>Fire Flows</b>			
Mobile Homes and Manufactures Housing	500	gpm	MDD - 2 hrs
Single Family Residential	1,000	gpm	MDD - 2 hrs
Multi-Family Residential, Commercial, and light industrial lot < 1 AC	2,500	gpm	MDD - 2 hrs
Spotlight Casino	3,000	gpm	MDD - 2 hrs
School	3500 – 2 hrs	gpm	MDD - 2 hrs
Commercial, and Medium industrial lot > 1 AC	4,000	gpm	MDD - 2 hrs
Heavy Industrial	5,000	gpm	MDD - 2 hrs

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## 5.2.2 Existing System Evaluation

The existing system's supply capacity, reliability and storage capacity were evaluated and presented in the following sections:

### 5.2.2.1 Existing Production Capacity and Reliability

As presented in **Section 3, Existing and Future Water Demands**, present day ADD was determined to be 5.28 MGD. MDD is the maximum quantity of water used on any single day in a given year. The City's water supply facilities must be adequate to supply water at the MDD rate. Also presented in **Table 3-3** is the MDD peak factor of 1.9. The existing system-wide MDD is 10.24 MGD and was calculated by multiplying the ADD by the average MDD peak factor. Furthermore, the PHD is the peak rate at which water is required during any one hour of the year. During PHD, minimum system pressures are experienced. The PHD peak factor is 3.1 and the existing system wide PHD is 16.37 MGD.

The existing water production facilities in the City's system are described in **Section 5.1.2, Water Production**. A supply analysis was performed on the existing system by adding all the available water production facilities while placing the largest well out of service, known as the firm capacity. The firm capacity was then compared to the existing MDD. The difference between the firm capacity and the MDD nets the system's supply surplus or supply shortage. **Tables 5-8** summarize this analysis by taking the largest well out of service, Well No. 19. Two wells, Well No. 7 and Well No. 10 are currently inactive and are not included in the analysis.

**Tables 5-8**  
**Existing Water Supply Analysis – System-wide**

Well No.	Pressure Zone	Status	Firm Capacity (gpm)	Total Capacity (gpm)
11	Low	Active	1,371	1,371
12	Low	Active	2,114	2,114
16	Low	Active	1,848	1,848
17	Low	Active	2,138	2,138
18	150	Active	1,965	1,965
19	Low	Active	0	2,323
<b>Total Production Capacity</b>			9,436	11,759
Year	MDD		Surplus / Shortage Supply	
	MGD	gpm	MGD	gpm
Existing	10.24	7,110	3.35	2,326

It can be concluded that the water system is capable of providing sufficient water supply to meet existing demands with a surplus of 2,326 gpm.

Furthermore, a water supply analysis was done on the existing water system by zone. The analysis was done by adding all the available water supply per zone and subtracting the largest pumping unit (firm capacity). Well No. 18 provides supply to the Well 18 Reservoir, which acts as a forebay for the Well 18 Booster Station (Low Zone and 150 Zone). In order to be conservative, it can be assumed that supply from the Well 18 Booster Station can only be considered as the total capacity of Well No. 18 and not the Capacity of the Boosters and

furthermore should be split evenly between the Low Zone and the 150 Zone. As a result, the analysis will show supply from this site as Well No. 18 with half being provided to the Low Zone and half is being provided to the 150 Zone.

Well No. 12 is similar in that it provides water to the Mecca Reservoir, which acts as a forebay for the Well 12 Booster Station, and which boosts water into the Low Zone. In order to be conservative, it can be assumed that supply from the Well 12 Booster Station can only be considered as being the total capacity of Well No. 12. As a result, the analysis will show supply from this site as Well No. 12.

**Table 5-9** analyzes the production capacity of each zone by taking the largest water supply source out of service in each zone.

**Table5-9  
Existing Water Supply Analysis– Zone**

Pressure Zone	Production Facility	Status	Firm Capacity (gpm)	Total Capacity (gpm)
Low	Well #11	Active	1,371	1,371
	Well #12	Active	2,114	2,114
	Well #16	Active	1,848	1,848
	Well #17	Active	2,138	2,138
	Well #18	Active	983	983
	Well #19	Active	0	2,323
	<b>Zone Production Capacity</b>			<b>8,454</b>
Pressure Zone	Production Facility	Status	Firm Capacity (gpm)	Total Capacity (gpm)
150	Well #18	Active	0	983
	<b>Zone Production Capacity</b>			<b>0</b>
Pressure Zone	MDD per Zone		Surplus / Shortage Supply	
	MGD	gpm	MGD	gpm
Low	9.73	6,754	<b>2.45</b>	<b>1,699</b>
150	0.51	355	<b>-0.51</b>	<b>-355</b>

It can be concluded that the City is capable of providing sufficient water supply to the existing system for the Low Zone with a surplus of 1,699 gpm. The analysis shows that the 150 Zone has a deficiency of 983 gpm. This deficiency is a result Well No. 18 being the only source of non-emergency supply for the 150 Zone. It should be noted that with Well No. 18 in service, the 150 Zone production capacity of 983 gpm is approximately 2.8 times higher than the 355 gpm MDD. Additionally, in an emergency situation CWA Staff indicated that a normally closed valve located near Well No. 11 could be opened to provide additional supplies. Projects addressing this 150 Zone deficiency will be discussed later in **Section 8, Capital Improvement Program**.

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## 5.2.2.2 Storage Capacity

The role of a reservoir is to provide water storage for a water system, known as total storage. Total storage can be broken down into 3 separate types, operational storage, fire storage, and emergency storage. Operational storage provides pressure to the distribution system and provides a reliable supply source for daily demand fluctuations, fire storage provides a consistent source to meet firefighting demands for a set period of time in the service area, and lastly emergency storage provides water reserves during emergency situations such as system failures, main breaks, and power outages. Each scenario and its evaluation criteria are discussed in greater detail below.

### 5.2.2.2.1 Operational Storage

Operational storage is defined as the volume of storage required to supply the difference between source supply (wells) and demand fluctuations throughout the day. Generally, operational storage supplies the peak hour flows in excess of daily supply capacity during a MDD scenario. Peak hour flows typically occur during the morning and late afternoon when consumers prepare for daily activities and arrive home from daily activities. The operational storage volume used during these peak hours will be replenished during off-peak hours when demand is at its lowest, typically during the nighttime when most consumers are asleep.

Sufficient operational storage can allow a City to operate its system using reservoir storage during peak hours and avoid pumping during peak electrical demand periods, resulting in a cost savings. According to the American Water Works Association (AWWA), operational storage is recommended to be approximately 25% to 33% of the MDD experienced during one maximum day. It is recommended that City maintain an operational storage capacity of at least 25% of MDD for the Low Zone and 30% for the 150 Zone. The higher requirement for the 150 Zone is due to the arid climate fact that the 150 Zone is a smaller service area. Refer to **Table 5-11, Existing Storage Requirement** for the storage requirements summary which includes operational storage.

### 5.2.2.2.2 Emergency Storage

Emergency storage is defined as the volume of storage required during an emergency situation available for domestic consumption. The emergency storage volume is usually based on the City's past experience with emergency situations and the expected duration to correct the emergency situation. Storage is provided for emergency situations such as: power failures for an extended time, failure of water supply production facilities, failure of water transmission facilities, transmission or distribution main breaks, several simultaneous fires, water contamination, or other unplanned events. As these emergency situations are difficult to predict in size, scope, and quantity, emergency storage evaluation criterion is based on past experience and engineering judgment.

The most likely emergency situation is an extended power failure, well and/or booster pump failure, or a transmission main failure, any of which would limit distribution capacity in a localized area. In the event of a widespread loss of electrical power, the City would lose production facilities not equipped with a backup power source. Reservoirs that supply the distribution system from booster pump stations must therefore have a backup power source to satisfy the emergency storage requirements. Note that both the Well 12 Booster Station and the Well 18 Booster Station are equipped with backup power. This backup power ensures that the 3.6 MG



Mecca Reservoir and the 5.0 MG Well 18 Reservoir volumes can be included in the storage analysis.

Additionally, for zones that have direct supply from groundwater wells, the groundwater aquifer can also be credited for emergency water storage if the well is equipped with an emergency generator. The volume of emergency storage credited to each well is the total volume that can be pumped while backup power is supplied (usually a 24-hour's worth of fuel). In the event of a transmission main break, the City would lose transmission capabilities for that main only. Note that the City can typically respond to and repair most main breaks within 24-hours. Based on the above and discussions with City staff, the emergency storage requirement is set at 100 percent of the ADD for each pressure zone. This emergency storage will meet customer demands for a period of 24-hours to allow for repair of main breaks, restoration of power, or repair equipment failures. Note that Well No. 19 is equipped with backup power. Well 19 has a capacity of 2,323 gpm, which if ran for a 24 hour period on backup power would net 3.3 MG worth of storage.

### 5.2.2.2.3 Fire Storage

The Insurance Services Office (ISO) establishes general fire flow standards, and these general standards are applied by local jurisdictions, such as the Riverside County Fire Department and the City. The general standards take into consideration the type of occupancy, type of construction and construction materials, distance from other structures, and other factors when assigning fire flow requirements. The fire flow requirements for the City's water system are based on the Riverside County Fire Department requirements, including Ordinance Numbers 460 and 787. The Riverside County Fire Department has established minimum fire flows for general building categories, but may be reduced by 50 percent when building are equipped with approved fire sprinkler systems. Land use type over the specified duration determine fire flow and storage requirements in a pressure zone. The fire flow requirements for the various land use types are listed in **Table 5-10**.

**Table 5-10**  
**County of Riverside Fire Flow Criteria**

Land Use Type	Minimum Required Fire Flow	Required Duration	Evaluation Demand Conditions
Mobile Homes and Manufactures Housing	500 gpm	2 hours	MDD
Single Family Residential	1,000 gpm	2 hours	MDD
Multi-Family Residential, Commercial, and light industrial lot < 1 AC	2,500 gpm	2 hours	MDD
Spotlight Casino	3,000 gpm	2 hours	MDD
Commercial, and Medium industrial lot > 1 AC	4,000 gpm	2 hours	MDD
Heavy Industrial	5,000 gpm	2 hours	MDD
School	3,500 gpm	2 hours	MDD

Based on land use type, the highest existing fire flow requirement for the Low Zone would correspond to the Commercial and Medium Industrial Section. Therefore, the fire flow requirement for the Low Zone is 4,000 gpm over a 2 hour period. This results in a total fire flow of 480,000 gallons. Consequently, the fire storage required for the Low Zone is 480,000 gallons or 0.48 MG. For the existing 150 Zone, Spotlight Casino governs the fire flow requirements,

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which results in a fire storage requirement of 360,000 gpm or 0.36 MG. There will only be one fire per pressure zone at any one time when calculating fire storage within this plan.

Refer to **Table 5-11** for the storage requirements summary which includes operations, emergency, and fire storage. In this analysis, the low zone storage consists of the 3.6 MG Mecca Reservoir, 2.5 MG's from the 5.0 MG Well 18 Reservoir, and the 3.3 MG's from Well No. 19. The 150 Zone storage consists of the remaining 2.5 MG's from the 5.0 MG Well 18 Reservoir, and the 1.5 MG Dillon Road Reservoir. Future storage requirements are evaluated on a zone by zone basis and are discussed further in **Section 5.2.3, Future System Evaluation**.

**Table 5-11  
Existing Storage Requirements**

Existing Storage (MG)								
Pressure Zone	Demands		Storage Requirements				Summary	
	ADD	MDD	Operational	Emergency	Fire	Total	Existing Storage <sup>(1)</sup>	Surplus / Shortage
Low	5.01	9.71	2.43	5.01	0.48	<b>7.92</b>	9.4	1.48
150	0.27	0.52	0.16	0.27	0.36	<b>0.79</b>	4.0	3.21
<b>Total:</b>	<b>5.28</b>	<b>10.24</b>				<b>Total:</b>	<b>13.4</b>	<b>4.70</b>

(1) Assumes 3.3 MG from Well 19 running 24 hours under emergency power.

According to Table 5-11, there is an existing 1.48 MG surplus of storage in the Low Zone and a surplus of 3.21 MG for the 150 Zone. The overall existing system has a surplus of 4.76 MG storage.

## 5.2.3 Future System Evaluation

To provide reliable water, the water system must be able to meet future supply and storage demands. The following is an evaluation done on the water system based on future demands.

### 5.2.3.1 Future Production Capacity

As presented in **Table 3-11**, future average day demands were determined for the years 2020, 2025, 2030 and 2035. From **Table 3-3**, the MDD peaking factor of 1.9 was multiplied to the calculated future ADDs to obtain future MDDs, which are the maximum quantity of water used on any single day in a given year. The City's water supply facilities must be adequate to supply water at the future MDD rate. **Table 5-12, Future Average and Max Day Demands** summarizes these demands.

**Table 5-12  
Future Average and Max Day Demands**

Year	Low Zone		150 Zone		150+ Zone		Total System	
	ADD (MGD)	MDD (MGD)	ADD (MGD)	MDD (MGD)	ADD (MGD)	MDD (MGD)	ADD (MGD)	MDD (MGD)
2020	5.35	10.39	1.05	2.04	1.17	2.27	7.58	14.70
2025	5.71	11.08	1.84	3.57	2.34	4.54	9.89	19.18
2030	6.07	11.78	2.62	5.09	3.51	6.80	12.20	23.67
2035	6.43	12.47	3.41	6.61	4.68	9.07	14.51	28.16

From the figures presented in Table 5-12, an analysis was done on the future of the water system to determine the surplus or shortage supply capacity. Again, the largest well was taken out of service and the remaining wells were added (firm capacity). Future MDDs were compared to the total obtained from firm capacity. The results are detailed below in **Table 5-13, Future Supply Analysis – System-wide**.

**Table 5-13  
Future Supply Analysis – System-wide**

Well No.	Pressure Zone	Status	Firm Capacity		Total Capacity	
			gpm	MGD	gpm	MGD
11	Low	Active	1,371	1.97	1,371	1.97
12	Low	Active	2,114	3.04	2,114	3.04
16	Low	Active	1,848	2.66	1,848	2.66
17	Low	Active	2,138	3.08	2,138	3.08
18	150	Active	1,965	2.83	983	1.41
19	Low	Active	0	0	2,323	3.35
<b>Total Production Capacity</b>			<b>9,436</b>	<b>13.59</b>	<b>10,777</b>	<b>15.52</b>

Year	MDD	Surplus / Shortage Supply
	MGD	MGD
2020	14.70	-1.11
2025	19.18	-5.60
2030	23.67	-10.08
2035	28.16	-14.57

From the table above, it can be noted that by the year 2020, there will be a shortage of water supply of 1.11 MGD. The shortage increases up to 14.57 MGD by the year 2035. Projects addressing these future deficiencies will be discussed later in **Section 8, Capital Improvement Program**.

Furthermore, a supply analysis was done by zone. The years 2020, 2025, 2030 and 2035 future demands were compared to the existing water production units. Again, just like in Section 5.2.2.1, the largest pumping unit was taken out of service to better analyze supply capabilities and Well No. 18's capacity was split evenly between pressure zones. Wells were added at the time stamp where supply is needed, it was assumed that future wells can produce approximately 2,000 gpm (2.88 MGD). The following **Table 5-14, Future Supply Analysis – Zone Specific** lists the results.

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**Table 5-14  
Future Supply Analysis – Zone Specific**

Zone	Production Facility	Status	Firm Capacity (gpm)	Total Capacity (gpm)
Low	Well #11	Active	1,371	1,371
	Well #12	Active	2,114	2,114
	Well #16	Active	1,848	1,848
	Well #17	Active	2,138	2,138
	Well #18	Active	983	983
	Well #19	Active	0	2,323
<b>Total Production Capacity</b>			<b>8,454</b>	<b>10,777</b>

Zone	Production Facility	Status	Firm Capacity (gpm)	Total Capacity (gpm)
150	Well #18	Active	983	983
	Well #20	2018 CIP	0	2,000
	<b>Total Production Capacity</b>			<b>983</b>

2020							
Zone	MDD per Zone		Surplus / Shortage Supply		Needed Supply Well	Added Supply <sup>(1)</sup>	New Surplus / Shortage Supply
	MGD	gpm	MGD	gpm			
Low	10.39	7,212	1.79	1,242	0	0	1,242
150	2.04	1,420	-0.63	-437	1 <sup>(3)</sup>	2,000	1,563
150 +	2.27	1,575	-2.27	-1,575	2 <sup>(2)</sup>	2,000	425

2025							
Zone	MDD per Zone		Surplus / Shortage Supply		Needed Supply Well	Added Supply <sup>(1)</sup>	New Surplus / Shortage Supply
	MGD	gpm	MGD	gpm			
Low	11.08	7,695	1.09	758	0	0	758
150	3.57	2,478	0.73	505	0	0	505
150 +	4.54	3,150	-1.66	-1,150	1	2,000	850

Note: Table 5-14 continued on next page.

**Table 5-14 (continued)**  
**Future Supply Analysis – Zone Specific**

2030							
Zone	MDD per Zone		Surplus / Shortage Supply		Needed Supply Well	Added Supply <sup>(1)</sup>	New Surplus / Shortage Supply
	MGD	gpm	MGD	gpm			
Low	11.78	8,179	0.40	275	0	0	275
150	5.09	3,535	-0.80	-552	1	2,000	1,448
150 +	6.80	4,724	-1.04	-724	1	2,000	1,276

2035							
Zone	MDD per Zone		Surplus / Shortage Supply		Needed Supply Well	Added Supply <sup>(1)</sup>	New Surplus / Shortage Supply
	MGD	gpm	MGD	gpm			
Low	12.47	8,662	-0.30	-209	1	2,000	1,791
150	6.61	4,593	0.56	390	0	0	390
150 +	9.07	6,299	-0.43	-299	1	2,000	1,701

(1) Each new supply well is expected to produce an average of 2,000 gpm.

(2) 2-2,000 gpm Wells were added in year 2020 for the 150+ Zone in order to provide a 2,000 gpm Firm Capacity

(3) Well shown is planned for construction in 2018 per CWA's 5-Year Planned Construction Project schedule (Well #20).

It can be concluded that the City will be capable of providing sufficient water supply to the Low Zone through the year 2030, but will need to add supply starting in 2035. Just as shown in the existing system analysis from Section 5.5.5.1 Production Capacity and Reliability, the 150 Zone has a deficiency of 983 gpm and a new well (Well #20) is planned to be built in 2018, which will add approximately 2,000 gpm to the zone. As a result, Well No. 18 will no longer be the only source of non-emergency supply for the 150 Zone. The 150+ Zones will require supplies be developed once development begins in those areas. It is anticipated that by 2020 the 150+ zone will require a minimum of 2.27 MGD or 1,575 gpm. **Table 5-14** shows that two wells will be needed by 2020, one by 2025, one by 2030, and one by 2035. Further explanation of the projects addressing zone supply deficiencies identified in Table 5-14 are discussed later in **Section 8, Capital Improvement Program**.

### 5.2.3.2 Future Storage Capacity

The role of water storage reservoirs is to provide operational storage, fire suppression storage, and emergency storage to a water supply system. Using the criteria described in **Section 5.2.2.2**; Operational, Emergency and Fire Flow storage was analyzed to better understand the system's future needs. **Table 5-15, Future Storage Analysis**, lists the findings for the year 2020, 2025, 2030 and 2035. The role of water storage reservoirs is to provide operational storage, fire suppression storage and emergency storage to a water supply system.

A zone by zone comparison of available and future required storage depicts that by the year 2020, there will be a deficit of 2.3 MG in the 150+ Zone. As a result, the 150+ Zone will have to construct a 2.5 MG reservoir to remedy the storage deficiency. By the year 2025, another 2.5 MG reservoir will be needed to make up the 1.6 MG storage deficiency in the 150+ Zone. In the

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year 2030, both the 150 and 150+ Zones will need a 2.0 MG and 3.0 MG reservoirs, respectively, to address their 0.6 MG and 1.0 MG deficiencies. Lastly, by the year 2035, the Low Zone will need to construct a 1 MG reservoir to address its 0.6 MG storage deficiency. Further explanation on the projects addressing zone storage deficiencies identified in Table 5-15 are discussed later in **Section 8, Capital Improvement Program**.

**Table 5-15  
Future Storage Analysis**

2020										
Zone	Demands (MG)		Storage Requirements (MG)				Summary (MG)		New Storage (MG)	
	ADD	MDD	Operational	Emergency	Fire	Total	Existing Storage	Surplus / Shortage	Added Storage	New Surplus / Shortage Storage
Low	5.4	10.4	2.6	5.4	0.48	<b>8.4</b>	9.4	1.0	0.0	1.0
150	1.1	2.0	0.6	1.1	0.42	<b>2.1</b>	4.0	1.9	0.0	1.9
150 +	1.2	2.3	0.7	1.2	0.42	<b>2.3</b>	0	-2.3	2.5	0.2
<b>Total:</b>	<b>7.6</b>	<b>14.7</b>				<b>Total:</b>	<b>13.4</b>	<b>0.6</b>	<b>2.5</b>	<b>3.1</b>

2025										
Zone	Demands (MG)		Storage Requirements (MG)				Summary (MG)		New Storage (MG)	
	ADD	MDD	Operational	Emergency	Fire	Total	Existing Storage	Surplus / Shortage	Added Storage	New Surplus / Shortage Storage
Low	5.7	11.1	2.8	5.7	0.48	<b>9.0</b>	9.4	0.4	0.0	0.4
150	1.8	3.6	1.1	1.8	0.42	<b>3.3</b>	4.0	0.7	0.0	0.7
150 +	2.3	4.5	1.4	2.3	0.42	<b>4.1</b>	2.5	-1.6	2.5	0.9
<b>Total:</b>	<b>9.9</b>	<b>19.2</b>				<b>Total:</b>	<b>15.6</b>	<b>-0.5</b>	<b>2.5</b>	<b>2.0</b>

2030										
Zone	Demands (MG)		Storage Requirements (MG)				Summary (MG)		New Storage (MG)	
	ADD	MDD	Operational	Emergency	Fire	Total	Existing Storage	Surplus / Shortage	Added Storage	New Surplus / Shortage Storage
Low	6.1	11.8	2.9	6.1	0.48	<b>9.5</b>	9.4	-0.1	0.0	-0.1
150	2.6	5.1	1.5	2.6	0.42	<b>4.6</b>	4.0	-0.6	2.0	1.4
150 +	3.5	6.8	2.0	3.5	0.42	<b>6.0</b>	5.0	-1.0	3.0	2.0
<b>Total:</b>	<b>12.2</b>	<b>23.7</b>				<b>Total:</b>	<b>18.4</b>	<b>-1.6</b>	<b>5.0</b>	<b>3.4</b>

2035										
Zone	Demands		Storage Requirements				Summary		New Storage (MG)	
	ADD	MDD	Operational	Emergency	Fire	Total	Existing Storage	Surplus / Shortage	Added Storage	New Surplus / Shortage Storage
Low	6.4	12.5	3.1	6.4	0.48	<b>10.0</b>	9.4	-0.6	2.88 <sup>(1)</sup>	0.4
150	3.4	6.6	2.0	3.4	0.42	<b>5.8</b>	6.0	0.2	0.0	0.2
150 +	4.7	9.1	2.7	4.7	0.42	<b>7.8</b>	8.0	0.2	0.0	0.2
<b>Total:</b>	<b>14.5</b>	<b>28.2</b>				<b>Total:</b>	<b>23.4</b>	<b>-0.3</b>	<b>1.0</b>	<b>0.7</b>

(1) Storage volume based on 2,000 gpm well added to Low Zone in 2035 being equipped with backup power for a 24 hour period.

## SECTION 6 SYSTEM MODEL

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This section describes the methods utilized to develop and calibrate the City's potable water system hydraulic model. This section will present the design criteria and methodologies used for analysis, model development, calibration efforts, and the modeling scenarios.

The hydraulic model was created using the existing water system information as described in Section 5 along with the Design Criteria as presented below. Initially, the development of the model distribution network was created from atlas maps, as-builts and discussions with City Staff. Water facilities, (pipelines, wells, pump stations, reservoirs, valves, and control valves) were entered into the network.

Subsequently, the allocation of pressure zones, ground elevations and water demands are discussed. This section then includes a discussion of the model calibration process, which is used to verify the model results with field measurements. Finally, this section concludes with a discussion of the various modeling scenarios included in this plan. The calibrated model is used to perform system analyses of the system under existing demand conditions and future demand conditions, discussed in **Section 7, Distribution System Analysis**.

### 6.1 DESIGN CRITERIA

Evaluation of the water system's distribution system is performed utilizing the hydraulic model using industry standards. These industry standards are typically the range of values used to evaluate the safety and dependability of a water system. These ranges of values were compiled using input from CWA Staff, applicable regulatory standards, design standards and guidelines that are widely acknowledged within the water industry and are typical ranges of values that are acceptable for the criteria in question. Within this section, the evaluation criteria will be presented. A summary of the distribution system evaluation criteria used in the report is shown below in **Table 6-1**.

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**Table 6-1  
Water System Evaluation Criteria**

<b>Evaluation Criteria</b>	<b>Value</b>	<b>Units</b>	<b>Evaluation Demand Conditions</b>
<b>Demand Peaking Factors</b>			
Max Day Demand	1.9 X ADD	gpm, MGD	N/A
Peak Hour Demand	3.1 X ADD	gpm, MGD	N/A
<b>Fire Flows</b>			
Mobile Homes and Manufactures Housing	500	gpm	MDD - 2 hrs
Single Family Residential	1,000	gpm	MDD - 2 hrs
Multi-Family Residential, Commercial, and light industrial lot < 1 AC	2,500	gpm	MDD - 2 hrs
Spotlight Casino	3,000	gpm	MDD - 2 hrs
School	3,500	gpm	MDD - 2 hrs
Commercial, and Medium industrial lot > 1 AC	4,000	gpm	MDD - 2 hrs
Heavy Industrial	5,000	gpm	MDD - 2 hrs
<b>System Pressures</b>			
Minimum Pressure, during Peak Hour	40	psi	PHD
Minimum Pressure, with fire flow	20	psi	MDD + FF
Maximum Pressure, during average day	110	psi	ADD
Maximum Daily Pressure Swing, during normal conditions	25	psi	ADD
<b>Maximum Pipeline Velocity</b>			
Maximum Velocity, during peak hour	7	fps	PHD
Maximum Velocity, with fire flows	10	fps	MDD + FF



### 6.1.1 System Pressures

There is a range of water pressures that are acceptable within a potable water system. These system pressures are evaluated under four different scenarios and are as listed in **Table 6-1**. The system pressure evaluation only includes demand nodes as they are the only locations which need to meet said pressure requirements.

The first two scenarios evaluate minimum allowable pressures under Peak Hour Demand (PHD) and Maximum Day Demand (MDD) plus fire flow conditions. According to the American Water Works Association (AWWA), the minimum pressure criterion for normal PHD conditions is 40 pounds per square inch (psi), while the minimum pressure criterion under MDD with fire flow conditions is 20 psi. Lower pressure can be seen within the system, but will be limited to junctions near reservoir inlets/outlets.

Maximum pressures are also evaluated within the system under Average Day Demand (ADD) scenarios. According to the American Water Works Association (AWWA), the maximum pressure criterion for normal ADD conditions is 110 psi. This allows for the use of the common Class 150 water pipe to be used throughout the distribution system. It is recommended that pressure regulators be placed at residential services where the pressures exceed 80 psi. Additionally, it is recommended that the system should not experience a daily pressure swing greater than 25 psi.<sup>56</sup>

### 6.1.2 Pipeline Velocities

Pipeline velocities are evaluated in the system for two different maximum conditions as listed in **Table 6-1**. The maximum velocity criterion is intended to decrease the potential for the damage or erosion of pipeline linings.

The first condition evaluated is maximum velocity during PHD events and shall be no greater than 7 feet per second (fps). The second condition is maximum velocity evaluated during MDD with fire flows and shall be no greater than 10 fps. Design velocities for transmission mains may be lower in certain situations in order to reduce friction losses and meet the minimum pressure criterion as explained above.

### 6.1.3 Fire Flow

Providing emergency fire protection is one of the greatest responsibilities of a City's water system. This emergency fire protection is known as fire flow. The system must be able to provide adequate water flows for various land use types at a minimum pressure of 20 psi for specific durations as summarized in **Table 6-1**. For each service zone, the fire flow and storage requirements are determined by the highest fire flow requirement based on land use type over the specified duration.

Based on land use type, the highest existing fire flow requirement for the Low Zone corresponds to the Commercial and Medium Industrial Section. Therefore, the fire flow requirement for the Low Zone is 4,000 gpm over a 2 hour period with MDD. For the existing 150 Zone, Spotlight Casino's requirement governs with a 3,000 gpm fire flow over a 2 hour period with MDD. Each zone is evaluated based upon the aforementioned requirement. There will only be one fire per pressure zone at any one time when evaluating fire flow within this plan.

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<sup>56</sup> AWWA M32, Third Edition, Section 5.3, System Design Criteria.

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Future fire flow requirements for the 150 Zone are increased to the “School” requirement by year 2020 as estimated by the growth projections presented in **Section 3**. Currently there are no anticipated developments within the City which would require greater fire flows (i.e. Commercial and Medium Industrial > 1 ac. Lot, and Heavy Industrial). If future development types of greater fire flow requirements occur, the pressure zone servicing said developments will need to be analyzed for greater requirements.

## 6.2 MODEL DEVELOPMENT

The hydraulic model for the City was created in *H<sub>2</sub>ONET Version 11* using facility information supplied by the City. *H<sub>2</sub>ONET* is a water distribution modeling, analysis, and design software which is integrated within AutoCAD.

### 6.2.1 Data Collection

The City provided detailed information which was used for the model’s creation and development. This information includes, but was not limited to:

- City Base Maps
- CAD drawings showing water mains and water facilities
- Water atlas sheets
- Water Demands
- Well performance and testing data
- Facility as-built drawings
- Storage reservoir data
- Booster Pump curves and performance testing data
- Pump controls and settings of pressure regulating valves
- Water production and customer usage records
- City of Coachella 2006 Water Master Plan Update (Dudek, 2006)
- General Plan and land use information
- Ground elevation contour lines
- Street centerline data

### 6.2.2 Model Construction

The water model was created from scratch as there was no existing model available at the time of creation. Pipelines included in the hydraulic model were obtained from as-builts and water atlas maps provided by the City. Only pipelines that are active and owned by the City are included in the model. All irrigation pipes, abandoned pipes, and water service laterals are excluded. The model creation process for wells, pump stations reservoirs and pressure reducing stations is described below.

### 6.2.3 Water Facilities

The City’s existing water system contains three reservoirs, two booster pumping stations, and eight groundwater wells, six of which are operational. The water facilities are modeled based on the hydraulic schematic presented in **Figure 5-2** and information provided by the City staff. City staff provided information regarding the operation of facilities, settings of control valves, well operations, and booster station controls. More detailed descriptions of the modeled water facilities are given below:

### 6.2.3.1 Wells

The existing six active groundwater wells are included in the hydraulic model. Each well is modeled as a reservoir and a pump, where the reservoir represents the groundwater source, while the pump represents the well pump. When adequate data is available the reservoirs are modeled as fixed head reservoirs with a water elevation equal to the standing groundwater level minus drawdown. The pumps are modeled using the results of well pump tests provided by the City, included in **Appendix C, Hydraulic Test Reports**. If adequate data is unavailable, the fixed head reservoirs are modeled with a water elevation equal to site ground elevations with well pumps being modeled using discharge data. **Table 5-2** lists pertinent information for each of the groundwater wells included in the model.

### 6.2.3.2 Storage Reservoirs

The model includes three existing reservoirs. For analysis, the initial water level of the reservoirs are taken as two thirds full. The initial water level represents the water depth at the beginning of a hydraulic simulation. The storage reservoir information included in the model is summarized in **Table 5-3**.

### 6.2.3.3 Booster Pumping Stations

The hydraulic model includes the two existing booster pumping stations, with a total of 7 booster pumps. Booster pumping stations are modeled with the best available information; either a multi-point curve based on the manufacturer's curve data or using the results of well pump tests provided by the City, which are also included in **Appendix C, Hydraulic Test Reports**. Pump tests can be an important tool used to reflect the decrease in mechanical performance associated with age. Pump controls were obtained from data provided by the City and its Operators. Pertinent information for each of the booster pumps included in the model is listed in **Table 5-4**.

### 6.2.4 Pressure Zones

There are two pressure zones within the City's existing water distribution system which were modeled. The High Zone, also known as the 150 Zone, has an HGL elevation of 146 feet above sea level, which is controlled by the HWL of the 1.5 MG Dillon Road. The Low Zone has an HGL of approximately 90 feet above sea level and it's established by pressure setting controls on the wells and boosters within the low zone. The low zone and high zone are not connected by any type of pressure reducing station and are effectively modeled the same way with no interconnections.

### 6.2.5 Elevation Assignment

The ground elevations of all model nodes were assigned using the most current USGS mapping for the region and or data field notes provided by the City.

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## **6.2.6 Water Demand Allocation**

The allocation of water demand for existing conditions are described below:

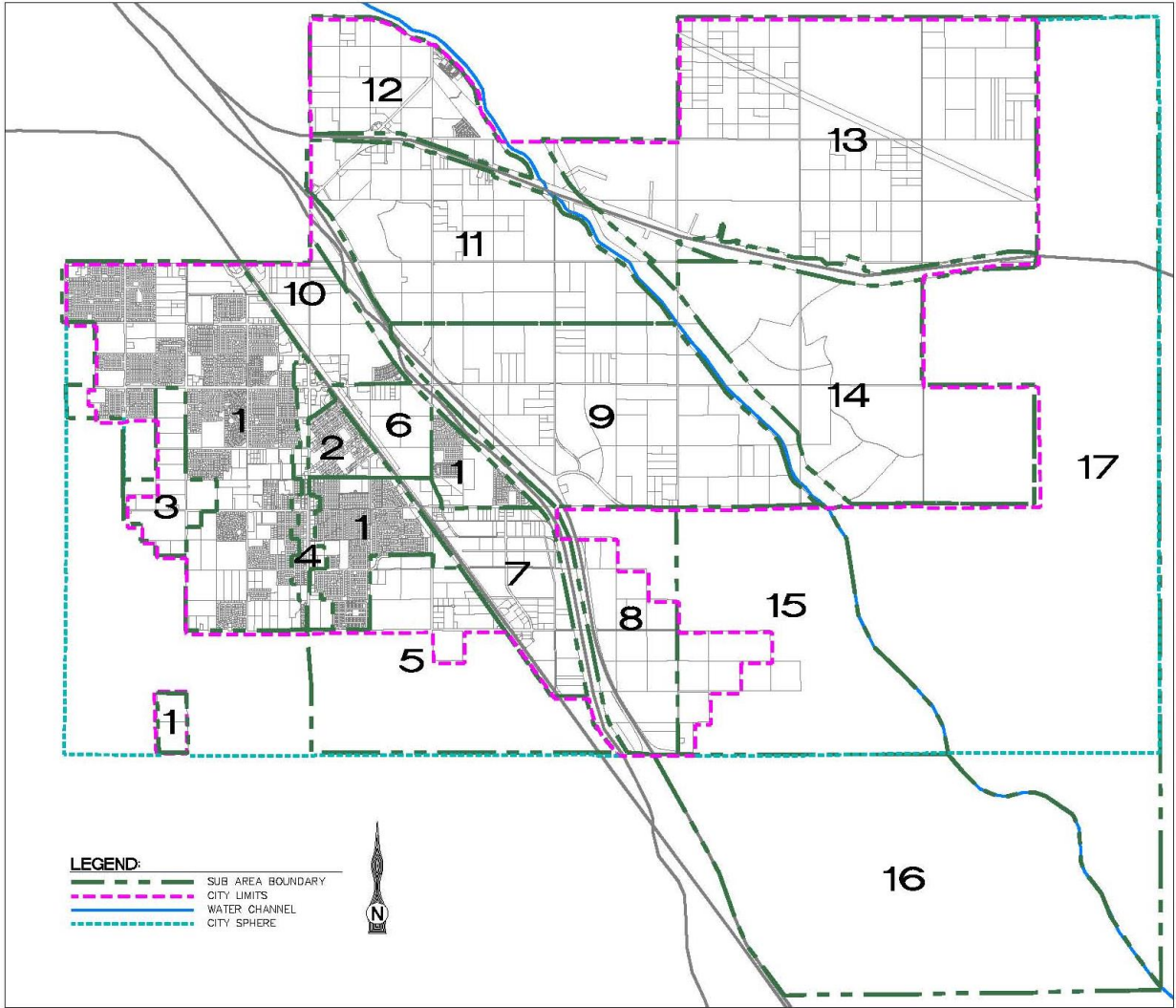
### **6.2.6.1 Existing System Water Demands**

Existing annual consumption factors (ACF's) were determined by relating average historic customer account billing data for a particular land use type and the corresponding developed area as presented in **Section 3.2.1, Existing Demand Factors**. These existing ACF's are expressed in acre-feet per acre on an annual basis for each of the different land use categories.

### **6.2.6.2 Model Allocation of Existing Demands**

Existing ACF's were used to establish demands at model nodes throughout the system. Demands were established by calculating the acreage of developments throughout the City and then multiplying the appropriate ACF for the particular land use. These demands were calculated in acre-feet per year and then converted in to gallons per minute. This was done manually at all the locations of developments throughout the City within the model using aerial imagery and input from the City in order to apply demands throughout the City's model.

Figure 6-1  
Future Growth Sub Areas



**6.3 MODEL CALIBRATION**

The existing condition hydraulic model is calibrated in order to enhance the accuracy of the model results. This ensures that model conditions and results accurately reflect real world field conditions. Once calibrated, the model can be used to identify system deficiencies and assist in planning efforts to address these deficiencies by optimizing the sizing of pipelines and other various facilities. Model calibration is the practice of comparing field data with model results and making model modifications where appropriate to match the field results as close as possible. Typical adjustments include modifying system interconnections, operational settings, assigned elevations, piping roughness factors, demand allocations, etc.

CWA SCADA and field data was gathered in order to facilitate model calibration efforts. First was a Baseline Test, which was used to establish set points which could be compared to the

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model. Data was gathered for all of the CWA sites along with pressure gauge reading at 6 fire hydrant locations throughout the City. This data and a map of the 6 locations can be viewed in **Appendix D, Model Calibration**.

Once the Baseline Test was completed, CWA performed operational changes to the system, waited 10 minutes for the system to stabilize and then record the data as described above in the baseline test. The system was always returned to the Baseline Test conditions before moving onto the next Operational Change. This was done in order to obtain a reliable indication of how the system reacts to modified conditions. There were a total of 3 operational changes performed to different areas within the CWA's system and are described below. The results of these operational changes can also be viewed in **Appendix D, Model Calibration**.

- **Operational Change #1:** Shut off Well #11 and Well #16. Wait 10 minutes to allow the system to stabilize and then record all data at the exact same point in time.
- **Operational Change #2:** Shut off Booster 1 Low Zone and Booster 2 Low Zone at the 5.0 MG Reservoir Site. Wait 10 minutes to allow the system to stabilize and then record all data at the exact same point in time.
- **Operational Change #3:** Shut off Booster 1 and Booster 2 at the 3.6 MG Reservoir Site. Wait 10 minutes to allow the system to stabilize and then record all data at the exact same point in time.

Based on the results, it is concluded that CWA's system responds automatically when sources of supply are taken off line as they were in the 3 operational changes. This can be attributed to the large number of variable frequency drive (VFD) well and pump motors used throughout the City. This was shown with the small variations in the results recorded in Appendix D.

The model was compared to pressures and data gathered in the field. The small differences between the average annual demand distribution that is allocated to the nodes within model and the demand distribution that occurred in the field on calibration day may have contributed to some slight discrepancies between the model and field conditions. However, model results are satisfactory and the pressures simulated by the model are a good representation of actual field conditions.

## 6.4 FUTURE MODEL

The future water system model is based on current water system conditions and current control settings. Based on the analysis of future water demands found in Section 3 and the analysis of future supply and storage from Section 5, it was concluded that new supply and storage facilities would need to be put in place over the upcoming years in order to meet the demands of a growing City. The model takes into account the future water demands and future facilities as described in the sections below.

### 6.4.1 Future Water Demand Allocation

The allocation of water demand for projected future demands are described below:

#### 6.4.1.1 Future Demands

The addition of future demands are based on a similar process as the existing water demands; however, future water demand factors were established using lower ACF's which account for

future land use densities and water conservation measures as described within **Section 3.2.3, Future Demand Factors**.

#### **6.4.1.2 Model Allocation of Future Demands**

The City was divided into 17 sub areas for planning purposes in the CGPU and as show in **Figure 6-1, Future Growth Sub Areas**. Each subarea is unique and distinct with specific policies that guide future development.<sup>57</sup> As a result of varying levels of existing development, each subarea has its own amount of acreage that has already been developed and remaining acreage that will be developed in the future.

These 17 subareas were used in order to calculate projected growth through the year 2035. Added demands were calculated for each subarea using the added development with their land areas and corresponding future ACF's. The 2035 added demands were then broken down into 5 year growth increments per CGPU population growth trends. Projected demands added by Sub Area and Total Demands can be found in **Appendix B, Projected Growth, Added Demands, and Total Demands**. These demands were then distributed by year on subareas within the water model.

#### **6.4.2 Future Water Facilities**

Future supply wells and future storage reservoirs were taken into account when developing the City's water system model. **Sections 5.2.3.1 and Section 5.2.3.2** further explain the analysis behind these future facilities. Future facilities within the model are also discussed in the sections below.

##### **6.4.2.1 Future Production Wells**

As discussed in the supply analysis found in **Section 5.2.3.1**, several wells will be required at different timestamps to meet future demands. **Table 6-2** lists productions wells by the zone and by the year they will be needed. This plan anticipates that all future groundwater production will require Hexavalent Chromium treatment in order to comply with California's MCL of 10 mg/L.

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<sup>57</sup> 2015 Coachella General Plan Update, Section 4, Subarea Descriptions

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**Table 6-2  
Future Production Wells**

Year	Zone	Number of Supply Wells Needed	Well Names
2020	Low	0	
	150	1	Well #20
	150 +	2	Well #21& Well #22
2025	Low	0	
	150	0	
	150 +	1	Well #23
2030	Low	0	
	150	1	Well #24
	150 +	1	Well #25
2035	Low	1	Well #26
	150	0	
	150 +	1	Well #27

CWA provided a list of projects discussed further in **Section 6.4.2**, which are planned for construction in the next one to five years. One of these projects is the construction of Well #20 for the 150 Zone in the year 2018. From the table above, it can be seen that Well #20 will be required by the year 2020 for the 150 Zone. Therefore, this future well was incorporated in the future water system model in the year 2018 to align with CWA’s construction schedule.

Each new supply well is expected to produce an average of 2,000 gpm to the water system model at the different time stamps shown above. These new supply wells were placed in the future water system model in order to meet the City’s future demands developments. All future production wells for the 150+ Zones will be pump into the 150 Zone. Water will be boosted to the 150+ Zone’s from the reservoirs at the 146’ HWL. Developments requiring water supplies at higher elevations will be able to boost water from the 150 Zone up into higher future zones.

All future production wells for the City’s Low and 150 Zones were located west of the Coachella Valley Storm Channel due to the groundwater quality concerts discussed in Section 4.7 and east of Grapefruit Boulevard in order to avoid influencing CWA’s existing wells located further to the west. Future wells for the 150+ Zone may be placed east of Grapefruit Boulevard but are not recommended to be located east of the San Andreas Fault due to water quality concerns. Future developments looking to produce groundwater with wells located in areas of potentially poor groundwater quality may explore options such as additional treatment, but will be required to meet all CWA conditions of approval.

Future 150+ Zone wells were modeled to lift water up the 146’ HGL where additional storage reservoirs will be located. These reservoirs, discussed at greater length in Section 6.4.2.2, will provide suction supplies for future boosters which will lift water to the higher elevations of the 150+ zones. These future developments in the 150+ Zones can be found in Subareas 13 and 14 as shown on **Figure 16-1**.



### 6.4.2.2 Future Storage Reservoirs

As shown in the Section 5 analysis, new storage reservoirs will also be required at different timestamps to meet future demands. These storage volumes were incorporated in the future water system model in order to match the City's future needs. **Table 6-3** depicts at what timestamp and what zone a storage volume will be built.

**Table 6-3**  
**Future Storage Reservoirs**

Year	Zone	Number of Storage Reservoirs Needed	Added Storage by Reservoir (MG)
2020	Low	0	0.0
	150	0	0.0
	150 +	1	2.5
2025	Low	0	0.0
	150	0	0.0
	150 +	1	2.5
2030	Low	0	0.0
	150	1	2.0
	150 +	1	3.0
2035	Low	1	1.0
	150	0	0.0
	150 +	0	0.0

From the table above, it can be seen that a 2.5 MG reservoir will be built in the year 2020 to meet future storage demands. Different sized reservoirs will be needed in different zones and at different years based on the analysis done in **Section 5.2.3.2, Future Storage Capacity**. The construction of these future reservoirs will also be outlined in Section 8's CIP. The water system model will take into account all these new reservoirs to better capture the City's water demands.

### 6.4.2.3 Future Transmission Mains

The future wells and reservoirs slated for the 150+ zones are mostly for the large planned development in Sub Area 14, discussed in **Section 2.3.2.1** and known as La Entrada. Additionally, there are a few other future developments which will require transmission pipelines. These transmission pipelines are required to transport water from production locations discussed in **Section 6.4.2.1, Future Production Wells** to development locations. **Table 6-4** depicts these transmission mains and at what timestamp they will be needed.

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**Table 6-4  
Future Transmission Pipelines**

Year	Project	Diameter (in.)	Length (ft.)	Project Description
2020	Sub Area 14 Transmission Pipeline (Phase 1)	24	18,550	24" Waterline; Avenue 48 - 150 Zone Booster to Polk Street & Polk Street - Avenue 48 to Avenue 50 & Avenue 50 - Polk Street to 2.5 MG 150+ Zone Reservoir No. 1
2020	Sub Areas 8 and 15 Transmission Pipeline	16	7,000	16" Waterline; Avenue 52 - Polk Street to Fillmore Street & Fillmore Street - Avenue 52 to 1,320 feet south
2020	Sub Area 16 Transmission Pipeline	16	10,300	16" Waterline; Avenue 54 - Polk Street to Fillmore Street & Fillmore Street - Avenue 54 to Airport Boulevard
2020	Sub Area 13 Transmission Pipeline	8	1,000	8" Waterline; Avenue 46 - 1.5 MG 150 Zone Reservoir to 1,000 feet east
2025	Sub Area 14 Transmission Pipeline (Phase 2)	24	13,400	24" Waterline; Fillmore Street - Avenue 50 to Avenue 52 & Avenue 52 - Fillmore Street to 2.5 MG 150+ Zone Reservoir No. 2
2025	Sub Area 14 Looping Transition Pipeline	24	6,250	24" 150+ Zone Looping Pipeline - Avenue 50 to Avenue 52

## 6.4.3 5-Year Planned Construction Projects

The water system model also incorporates future water facilities projects currently planned for by the City. **Table 6-5** below summarizes the projects identified by CWA staff. When applicable, these projects were integrated in the future water system model.

**Table 6-5  
5-Year Planned Construction Projects**

<b>Project Year</b>	<b>Project</b>	<b>Project Description</b>
2017	4 Hot Tap Isolation Valves	Hot tap isolation valves, there are four locations in our system where turning water off requires turning off large sections of town. \$50,000 (3 years)
2018	Whitewater Wash Bridge Pipeline @ Ave 50	Whitewater Wash Bridge Pipeline @ Avenue 50.
2018	Ave 50 - Tyler to Polk Ave & Polk Street - Ave 50 to Ave 52	Two miles of sixteen inch water line between Ave. 50 and Ave. 52 on Polk Street. When the bridge starts at Ave. 50 and the Whitewater Wash, it will disable the water line on Ave. 50 and cut off six million gallons of storage capacity to the low zone of our water system (2 years).
2018	Whitewater Wash Bridge Pipeline @ Dillon Road	Replace steel line crossing Whitewater Wash attached to bridge on Dillon road.
2018	150 Zone Looping Pipeline	Install 16" waterline on Ave 48 from Harrison Street to Tyler Street including provisions for Whitewater Wash crossing.
2019	Well 20	Drill additional well at Reservoir at well 18. Original designed had two wells pumping into reservoir but one of the wells was old and failed before construction was complete on reservoir at well 18. ( 2 years )
2019	8" Waterline Interconnection @ Grapefruit Blvd/Park Ln & Harrison Street.	8" waterline interconnection at Grapefruit Blvd/Park Ln & Harrison Street. Existing 4" waterline abandonment along Harrison Street - Grapefruit Blvd/Park Ln to Avenue 50. New service for customers lines along Harrison to existing 12" waterline.
2020	Grapefruit Blvd - Ave 49 to Mitchel Drive	Install 12" C900 waterline on Grapefruit Blvd. between Ave 49 and Mitchel drive.
2020	Van Buren Ave - Coral Mountain School to Ave 52 & Ave 52 - Van Buren Ave to Primitivo Drive	Install 12" C900 waterline on Van Buren Between from Coral Mountain School to Avenue 52 and on Avenue 52 from Van Buren to Primitivo Drive
2020	Grapefruit - Ave 52 to Ave 54 & Tyler Street - Old Ave 53 to Grapefruit Blvd	Install 12" waterline on Grapefruit Blvd between Ave 52 and Ave 54. Also Install 12" waterline on Tyler street between old Ave 53 and new Ave 53.
2021	Vista Del Sur - Tyler Street to 2000' West towards Dillon Rd	Install 12" waterline on Vista Del Sur from Tyler street to 2000' West towards Dillon Road
2021	Dillon Road - Vista Del Norte to Ave 44	Install 12" waterline on Dillon Road between Vista Del Norte and Ave 44.
2021	Ave 51 - Calhoun to Van Buren	Install 12" waterline on Ave 51 between Calhoun and Van Buren.

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## SECTION 7 DISTRIBUTION SYSTEM ANALYSIS

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### 7.1 ANALYSIS SCENARIOS

To evaluate existing system components, testing was done to determine the ability of the system to meet demands under various demand scenarios. These demand scenarios include Average Day Demand (ADD), Maximum Day Demand plus Fire Flow (MDD + FF), and Peak Hour Demand (PHD). This analysis examines the system in order to determine if it has the ability to reliably meet the system demands under these typical scenarios using a combination of available water supply sources and storage. Once the existing system is evaluated, future demands are placed on the system and analyzed for each scenario.

#### 7.1.1 Average Day Demand

During an ADD scenario the system experiences demands that are experienced during normal operation and typically seen outside of the hottest times of the year or the wettest times of the year. During this scenario, the system will normally experience higher pressures due to the lower demands. This analysis is performed in order to ensure that the system does not provide pressures that are too high. As stated in **Section 6**, the highest pressure allowable in the system under this scenario will be 110 psi. Additionally, customers that experience pressures over 80 psi require pressure regulators between the meter and customer to ensure customer plumbing fixtures are not damaged.

#### 7.1.2 Maximum Day Demand +Fire Flow

Providing emergency fire protection is one of the greatest responsibilities of a City's water system. This emergency fire protection is known as fire flow. The system must be able to provide adequate water flows for various land use types at a minimum pressure of 20 psi for specific durations with a maximum pipe velocity of 10 fps. For each service zone, the fire flow and storage requirements are determined by the highest fire flow requirement based on land use type over the specified duration.

Based on land use type, the highest existing fire flow requirement for the Low Zone corresponds to the Commercial and Medium Industrial land use designation and therefore, the fire flow requirement for the Low Zone is 4,000 gpm over a 2 hour period with MDD. For the existing 150 Zone, the Spotlight Casino's requirement governs with a 3,000 gpm fire flow over a 2 hour period with MDD. Fire flow requirements for the 150 Zone are increased to the "School" requirement by year 2020 as estimated by the growth projections presented in Section 3. Each zone is evaluated based upon the aforementioned requirements and this plan assumes there will only be one fire per pressure zone at any one time when evaluating fire flows. Just as with the existing system, future growth in new pressure zones shall meet the highest land use fire flow requirements that will be present in the new zone. Currently the School designation will govern with the highest anticipated fire flow requirement for the future 150+ Zones.

### 7.1.3 Peak Hour Demand

During a PHD scenario, the system experiences demands that are only seen during the highest demand periods during normal operation. This typically occurs during the hottest day of the year during the hour with the highest demand. During this scenario, the system will typically experience lower pressures and higher velocities due to the higher demands. As stated in Section 6, the American Water Works Association (AWWA) establishes the minimum pressure criterion for normal PHD condition to be 40 psi and the maximum velocity during PHD events and shall be no greater than 7 fps. Lower pressures and higher velocities may be seen within the system, but will be limited to junctions and pipelines near reservoir, well, and booster inlets/outlets.

## 7.2 EXISTING SYSTEM ANALYSIS (ADD, MDD+FF, PHD)

The existing system analysis is performed on the system model which was constructed as described in **Section 6.2, Model Development**. Below is a discussion of the existing system analysis performed.

### 7.2.1 Existing Average Day Demand

The existing ADD for the total system is 3,655 gpm and model results for the existing ADD scenario are shown in **Appendix E**. CWA Staff reported that often times during a typical average day scenario, one, if not both, of CWA's non-variable frequency drive (VFD) equipped wells (Well #12 and Well #16) will be shut off, and as such, were modeled this way. This is due to the fact that the supply abilities of the other facilities within the Low Zone are adequate.

The use of VFD's in the Low Zone creates a condition where pumps and wells will ramp down during times of lower demands. These VFD equipped facilities, known as variable speed pumps (VSP's) within the model, help prevent excessive pressure within the Low Zone. In certain cases, the existing 12 inch diameter Whitewater Wash Bridge Pipeline at Avenue 50 can experience elevated velocities, thus creating a possible deficiency. These velocities vary from 0.1 fps to 7.76 fps, all depending on which facilities may or may not be running in the Low Zone. This is not a major concern given that this pipeline is scheduled to be replaced in 2018 with a larger 16 inch diameter pipeline as shown in **Section 6.4.2, 5-Year Planned Construction Projects**, and the existing piping on both sides of the bridge are already 16 inch.

### 7.2.2 Existing Maximum Day Demand + Fire Flow

The fire flow tests for the Low Zone (4,000 gpm) and the 150 Zone (3,000 gpm) during a MDD Scenario shows that the fire flow abilities for the Low Zone are adequate, while abilities in the 150 Zone at the Casino are insufficient. The results of the fire flow tests are shown within **Appendix E**.

Adding additional supplies in the 150 Zone and providing additional system looping will aid in providing sufficient pressure and flow. **Section 6.4.2, 5-Year Planned Construction Projects** identified two projects in year 2018 that will remedy this issue. The first project is Project No. 7 – Well #20, a new 2,000 gpm well for the 150 Zone. The second project is Project No. 15 - 150

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Zone Looping Pipeline, which will consist of 5,280 feet of 16” waterline along Avenue 48 from Harrison Street to Tyler Street.

## 7.2.3 Existing Peak Hour Demand

The existing PHD for the total system is 11,331 gpm. During this scenario, all system wells and booster are modeled to be running. The wells and boosters are modeled as constant speed pumps rather than VSP’s due to the higher demand experienced during a PHD scenario in order to prevent a condition of excessive pump speeds. There are no existing deficiencies experienced and model results for the existing PHD scenario are shown in **Appendix E**.

## 7.3 FUTURE SYSTEM ANALYSIS

Future projects were integrated into the future model as previously discussed in **Section 6.4, Future Model**. All future improvements were integrated into the future model scenarios at the timestamp that they are expected to be operational. Below is a discussion of the future system analyses performed for the years 2020, 2025, 2030, and 2035.

### 7.3.1 2020 System Analysis (ADD, MDD+FF, PHD)

Along with the 2020 added demands, the 2020 system contains all of the facilities from the existing system and includes 11.1 miles of new pipelines, 6,000 gpm of new supply, and 2.5 million gallons of new storage. The 2020 ADD for the total system is 5,261 gpm. Under this scenario, none of the system pressures exceed the 90 psi maximum.

As noted in **Section 7.1.2, Maximum Day Demand + Fire Flow** the Low Zone fire flow requirement remains at 4,000 gpm, but the 150 Zone fire flow changes from 3,000 to 3,500 gpm with the inclusion of the “School” requirement. In 2020 the 150+ Zone also comes on line and its governing fire flow requirement is the 3,500 gpm “School” classification. The 2020 system can adequately handle these new fire flow amounts and meet the 20 psi residual requirement as a result of the projects discussed above in **Section 7.2.2**.

The 2020 PHD for the total system is 16,309 gpm. Under the 2020 PHD Scenario the system is able meet the 40 psi minimum pressure and does not exceed the 7 fps maximum velocity constraint. The 2020 model results for the ADD, MDD+FF, and PHD Scenarios are shown in **Appendix E**.

### 7.3.2 2025 System Analysis (ADD, MDD+FF, PHD)

Along with the 2025 added demand, the 2025 system contains all of the facilities from the 2020 system and includes 5.5 miles of new pipelines, 2,000 gpm of new supply, and 2.5 million gallons of new storage. The 2025 ADD for the total system is 6,867gpm. Under this scenario, none of the system pressures exceed the 90 psi maximum.

As noted in **Section 7.1.2, Maximum Day Demand + Fire Flow**, the Low Zone fire flow requirement is 4,000 gpm, the 150 Zone requirement is 3,500 gpm, and the 150+ Zone requirement is 3,500 gpm. The 2025 system can adequately handle these fire flow amounts

and meet the 20 psi residual requirement. Much of this can be attributed to the projects listed in **Section 6.4, Future Model**, which were implemented to match growth over time.

The 2025 PHD for the total system is 21,288 gpm. Under the 2025 PHD Scenario, the system is able meet the 40 psi minimum pressure and does not exceed the 7 fps maximum velocity constraint. The 2025 model results for the ADD, MDD+FF, and PHD scenarios are shown in **Appendix E**.

### 7.3.3 2030 System Analysis (ADD, MDD+FF, PHD)

Along with the 2030 added demand, the 2030 system contains all of the facilities from the 2025 system and includes 4,000 gpm of new supply, and 5.0 million gallons of new storage. The 2030 ADD for the total system is 8,473 gpm. Under this scenario, none of the system pressures exceed the 90 psi maximum.

As noted in **Section 7.1.2, Maximum Day Demand + Fire Flow**, the Low Zone fire flow requirement is 4,000 gpm, the 150 Zone requirement is 3,500 gpm, and the 150+ Zone requirement is 3,500 gpm. The 2030 system can adequately handle these fire flow amounts and meet the 20 psi residual requirement. Much of this can be attributed to the projects listed in **Section 6.4, Future Model**, which were implemented to match growth over time.

The 2030 PHD for the total system is 26,267 gpm. Under the 2025 PHD scenario, the system is able meet the 40 psi minimum pressure and does not exceed the 7 fps maximum velocity constraint. The 2030 model results for the ADD, MDD+FF, and PHD scenarios are shown in **Appendix E**.

### 7.3.4 2035 System Analysis (ADD, MDD+FF, PHD)

Along with the 2035 added demand, the 2035 system contains all of the facilities from the 2030 system and includes 4,000 gpm of new supply, and 2.88 million gallons of new backup storage supplies. The 2030 ADD for the total system is 10,079 gpm. Under this scenario, none of the system pressures exceed the 90 psi maximum.

As noted in **Section 7.1.2, Maximum Day Demand + Fire Flow**, the Low Zone fire flow requirement is 4,000 gpm, the 150 Zone requirement is 3,500 gpm, and the 150+ Zone requirement is 3,500 gpm. The 2035 system can adequately handle these fire flow amounts and meet the 20 psi residual requirement. Much of this can be attributed to the projects listed in **Section 6.4, Future Model**, which were implemented to match growth over time.

The 2035 PHD for the total system is 31,245 gpm. Under the 2035 PHD scenario, the system is able to meet the 40 psi minimum pressure and does not exceed the 7 fps maximum velocity constraint. The 2035 model results for the ADD, MDD+FF, and PHD scenarios are shown in **Appendix E**.

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## SECTION 8 CAPITAL IMPROVEMENT PROGRAM

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### 8.1 INTRODUCTION

This section defines the Capital Improvement Program (CIP) for CWA's water system. The CIP is intended to assist in identifying the financial resources needed to plan, design, and construct the projects identified in Sections 5, 6, and 7. These projects were identified in order to address existing deficiencies and to ensure the water system's ability to provide a reliable source of drinking water through the year 2035.

### 8.2 COST ESTIMATING BASIS

Cost estimates for the various projects identified are based on a number of factors. These factors include TKE's experience with similar construction projects, vendor input, and data provided by CWA. These cost estimates are planning level estimates which are based on the level of detail provided in this plan and are given in 2016 present values.

Construction costs for storage reservoir projects are assumed to be welded steel and are established on a \$1/gallon basis. Costs for pipelines are assumed to be Steel, C-900 or C-905, and are established on a diameter and \$1/foot cost. Well development and treatment facilities costs are based on data provided by vendors and CWA.

A 30% contingency value is added to the construction project cost, rather than the more typical 10% contingency value found in design with engineer's estimates. This is to account for the lower level of detail known during planning efforts, potential construction complications, site difficulties, and contractor bid fluctuations. A 20% value is also added to account for legal, administrative, and engineering costs.

### 8.3 WATER SYSTEM IMPROVEMENTS

This section discusses the water system improvements that will be necessary in order to ensure system reliability through the year 2035. A summary table and exhibit showing these improvements can be found in **Appendix F, CIP Summary**.

#### 8.3.1 5-YEAR WATER SYSTEM IMPROVEMENTS

As presented in **Section 6.4.3, 5-Year Planned Construction Projects**, CWA identified a list of projects planned for construction over the next 5 years and additional projects were identified for the 2020 timestamp within **Section, 6.4.2 Future Water Facilities**. Below is a discussion of these projects.

##### 8.3.1.1 2017 WATER SYSTEM IMPROVEMENTS

###### 1. 3.6 MG Reservoir Interior Relining (CIP No. 6) - \$0.38M

CWA indicated that the 3.6 MG reservoir needed relining and that it would occur in the year 2017.



**2. 4 Hot Tap Isolation Valves (CIP No. 5) - \$0.08M**

CWA indicated that 4 strategically placed isolation valves would be hot tapped into the system and that this would occur in the year 2017.

**3. Aging Pipeline Replacement (CIP No. 48) - \$1.5M**

It is recommended that CWA set aside a budgetary amount of \$1.5M/year in order to replace aging pipelines. An emphasis should be put on pipes with the highest leak history and greatest age.

**8.3.1.2 2018 WATER SYSTEM IMPROVEMENTS**

**1. Whitewater Wash Bridge Pipeline @ Avenue 50 (CIP No. 2) - \$0.70M**

The existing waterline is as old as the water system with a history of leaks. This improvement is anticipated to occur concurrently with the Avenue 50 Bridge project. The bridge distance is  $\approx$  780'.

**2. Whitewater Wash Bridge Pipeline @ Dillon Road (CIP No. 4) - \$0.27M**

Replace the existing 12" steel line crossing Whitewater Wash attached to bridge on Dillon Road with a new 16" waterline. There are reported leaks at joints. CWA has performed repairs with full circle clamps but the joints still leak. The bridge distance is  $\approx$  300'.

**3. 150 Zone Looping Pipeline (CIP No. 15) - \$1.85M**

Install  $\approx$  5,280' of 16" waterline on Avenue 48 from Harrison Street to Tyler Street including provisions for Whitewater Wash crossing.

**4. Aging Pipeline Replacement (CIP No. 48) - \$1.5M**

It is recommended that CWA set aside a budgetary amount of \$1.5M/year in order to replace aging pipelines. An emphasis should be put on pipes with the highest leak history and greatest age.

**5. Well No. 20 (CIP No. 7) - \$3.75M**

This new well will provide the needed additional firm capacity and fire flow in the 150 Zone.

**6. Well No. 20 Treatment (CIP No. 11) - \$4.80M**

Hexavalent Chromium treatment facility required to comply with California's 10  $\mu$ g/L MCL.

**7. Well No. 16 Treatment (CIP No. 17) - \$4.65M**

Hexavalent Chromium treatment facility required to comply with California's 10  $\mu$ g/L MCL added onto the existing Well No. 16.

**8.3.1.3 2019 WATER SYSTEM IMPROVEMENTS**

**1. 8" Waterline Interconnection @ Grapefruit Blvd/Park Ln & Harrison Street. (CIP No. 1) - \$0.21M**

New 8" waterline interconnection at Grapefruit Blvd/Park Ln & Harrison Street and abandonment of the existing 4" waterline on Harrison Street - Grapefruit Blvd/Park Ln to Avenue 50. New services for customers along Harrison to existing 12" waterline.

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**2. Avenue 50 - Tyler Street to Polk Street & Polk Street - Avenue 50 to Avenue 52 (CIP No. 3) – \$2.93M**

Construction of 9,750' of 16" waterline on Avenue 50 from Tyler Street to Polk Street and on Polk Street from Avenue 50 to Avenue 52. CWA notes this project will be needed before the Avenue 50 and Whitewater Wash bridge construction. This project will prevent the water system from being cut off from six million gallons of storage capacity to the low zone when the Avenue 50 waterline is disabled.

**3. Aging Pipeline Replacement (CIP No. 48) - \$1.5M**

It is recommended that CWA set aside a budgetary amount of \$1.5M/year in order to replace aging pipelines. An emphasis should be put on pipes with the highest leak history and greatest age.

**4. Well No. 17 Treatment (CIP No. 18) - \$4.65M**

Hexavalent Chromium treatment facility required to comply with California's 10 µg/L MCL added onto the existing Well No. 17.

**5. Well No. 19 Treatment (CIP No. 20) - \$14.55M**

Hexavalent Chromium treatment facility required to comply with California's 10 µg/L MCL added onto the existing Well No. 19.

## 8.3.1.4 2020 WATER SYSTEM IMPROVEMENTS

**1. 2.5 MG Storage (CIP No. 22) - \$4.69M**

2.5 Million Gallons of Storage to be constructed for the 150+ Zones.

**2. Grapefruit Blvd - Avenue 49 to Ed Mitchell Drive (CIP No. 8) - \$0.41M**

1600 of 12" C900 waterline on Grapefruit Blvd. between Avenue 49 and Ed Mitchell Drive.

**3. Van Buren Street - Coral Mountain School to Avenue 52 & Avenue 52 - Van Buren Street to Primitivo Dr (CIP No. 9) - \$0.69M**

2780' of 12" C900 waterline from Coral Mountain School to Avenue 52 and on Avenue 52 from Van Buren to Primitivo Dr.

**4. Grapefruit Blvd - Avenue 52 to Avenue 54 & Tyler Street - Old Avenue 53 to Grapefruit Blvd (CIP No. 10) – \$1.67M**

6,370' of 12" waterline on Grapefruit Blvd between Avenue 52 and Avenue 54 and on Tyler Street between old Avenue 53 and new Avenue 53.

**5. Sub Area 14 Transmission Pipeline (Phase 1) (CIP No. 42) - \$6.96M**

18,550' of 24" waterline to transport water supplies to Sub Area 14 developments. Waterline will be constructed on Avenue 48 from 150 Zone Booster Site to Polk Street & Polk Street from Avenue 48 to Avenue 50 & Avenue 50 from Polk Street to 2.5 MG 150+ Zone Reservoir (CIP No. 22) location.

6. **Sub Areas 8 and 15 Transmission Pipeline (CIP No. 43) - \$2.63M**  
7,000' of 16" waterline to transport water supplies to Sub Areas 8 and 15. Waterline will be constructed on Avenue 52 from Polk Street to Fillmore Street and on Fillmore Street from Avenue 52 to 1,320 feet south.
7. **Sub Area 16 Transmission Pipeline (CIP No. 44) - \$3.09M**  
10,300' of 16" waterline to transport water supplies to Sub Area 16. Waterline will be constructed on Avenue 54 from Polk Street to Fillmore Street and on Fillmore Street from Avenue 54 to Airport Boulevard.
8. **Sub Area 13 Transmission Pipeline (CIP No. 45) - \$0.19M**  
1,000' of 8" waterline to transport water supplies to Sub Area 13. Waterline will be constructed on Avenue 46 from the 1.5 MG 150 Zone Reservoir to 1,000' east.
9. **Aging Pipeline Replacement (CIP No. 48) - \$1.5M**  
It is recommended that CWA set aside a budgetary amount of \$1.5M/year in order to replace aging pipelines. An emphasis should be put on pipes with the highest leak history and greatest age.
10. **Well No. 21 (CIP No. 26) - \$3.75M**  
This new well will provide the needed new supplies for the 150+ Zones.
11. **Well No. 21 Treatment (CIP No. 34) - \$4.13M**  
Hexavalent Chromium treatment facility required to comply with California's 10 µg/L MCL.
12. **Well No. 22 (CIP No. 27) - \$3.75M**  
This new well will provide the needed new supplies for the 150+ Zones.
13. **Well No. 22 Treatment (CIP No. 35) - \$4.80M**  
Hexavalent Chromium treatment facility required to comply with California's 10 µg/L MCL.
14. **Well No. 12 Treatment (CIP No. 16) - \$4.80M**  
Hexavalent Chromium treatment facility required to comply with California's 10 µg/L MCL added onto the existing Well No. 12.
15. **Well No. 18 Treatment (CIP No. 19) - \$4.80M**  
Hexavalent Chromium treatment facility required to comply with California's 10 µg/L MCL added onto the existing Well No. 18.

#### 8.3.1.5 2021 WATER SYSTEM IMPROVEMENTS

1. **Vista Del Sur - Tyler Street to 2000' West towards Dillon Road (CIP No. 12) - \$0.50M**  
2000' of 12" C900 waterline on Vista Del Sur from Tyler Street to 2000' West towards Dillon Road.
2. **Dillon Road - Vista Del Norte to Avenue 44 (CIP No. 13) - \$1.11M**  
4,500' of 12" C900 waterline on Dillon Road between Vista Del Norte and Avenue 44.

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**3. Avenue 51 - Calhoun Street to Van Buren Street (CIP No. 14) - \$0.65M**  
2,640' of 12" waterline on Avenue 51 between Calhoun Street and Van Buren Street.

**4. Aging Pipeline Replacement (CIP No. 48) - \$1.5M**  
It is recommended that CWA set aside a budgetary amount of \$1.5M/year in order to replace aging pipelines. An emphasis should be put on pipes with the highest leak history and greatest age.

## 8.3.2 2025 WATER SYSTEM IMPROVEMENTS

**1. 2.5MG Storage (CIP No. 23) - \$4.69M**

2.5 Million Gallons of Storage to be constructed for the 150+ Zones.

**2. Sub Area 14 Transmission Pipeline (Phase 2) (CIP No. 46) - \$5.03M**

13,400' of 24" waterline to transport water supplies to Sub Area 14 development. Waterline will be constructed on Fillmore Street from Avenue 50 to Avenue 52 and on Avenue 52 from Fillmore Street to 2.5 MG 150+ Zone Reservoir (CIP No. 23).

**3. Sub Area 14 Looping Transition Pipeline (CIP No. 47) - \$2.34M**

6,250' of 24" waterline from around Avenue 50 to Avenue 52 to provide water reliability and safety for the 150+ Zones.

**4. Aging Pipeline Replacement (CIP No. 48) - \$6.0M**

It is recommended that CWA set aside a budgetary amount of \$1.5M/year in order to replace aging pipelines. An emphasis should be put on pipes with the highest leak history and greatest age.

**5. Well No. 23 (CIP No. 28) - \$3.75M**

This new well will provide the needed new supplies for the 150+ Zones.

**6. Well No. 23 Treatment (CIP No. 36) - \$4.80M**

Hexavalent Chromium treatment facility required to comply with California's 10 µg/L MCL.

## 8.3.3 2030 WATER SYSTEM IMPROVEMENTS

**1. 2.0 MG Storage (CIP No. 24) - \$3.75M**

2.0 Million Gallons of Storage to be constructed for the 150 Zone.

**2. 3.0 MG Storage (CIP No. 25) - \$5.63M**

3.0 Million Gallons of Storage to be constructed for the 150+ Zones.

**3. Aging Pipeline Replacement (CIP No. 48) - \$7.5M**

It is recommended that CWA set aside a budgetary amount of \$1.5M/year in order to replace aging pipelines. An emphasis should be put on pipes with the highest leak history and greatest age.

4. **Well No. 24 (CIP No. 29) - \$3.75M**  
This new well will provide the needed new supplies for the 150 Zone.
5. **Well No. 24 Treatment (CIP No. 37) - \$4.80M**  
Hexavalent Chromium treatment facility required to comply with California's 10 µg/L MCL.
6. **Well No. 25 (CIP No. 30) - \$3.75M**  
This new well will provide the needed new supplies for the 150+ Zones.
7. **Well No. 25 Treatment (CIP No. 38) - \$4.80M**  
Hexavalent Chromium treatment facility required to comply with California's 10 µg/L MCL.

#### 8.3.4 2035 WATER SYSTEM IMPROVEMENTS

1. **Aging Pipeline Replacement (CIP No. 48) - \$7.5M**  
It is recommended that CWA set aside a budgetary amount of \$1.5M/year in order to replace aging pipelines. An emphasis should be put on pipes with the highest leak history and greatest age.
2. **Well No. 26 (CIP No. 31) - \$3.75M**  
This new well will provide the needed new supplies for the Low Zone.
3. **Well No. 26 Treatment (CIP No. 39) - \$4.80M**  
Hexavalent Chromium treatment facility required to comply with California's 10 µg/L MCL.
4. **Well No. 27 (CIP No. 32) - \$3.75M**  
This new well will provide the needed new supplies for the 105+ Zones.
5. **Well No. 27 Treatment (CIP No. 40) - \$4.80M**  
Hexavalent Chromium treatment facility required to comply with California's 10 µg/L MCL.

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## APPENDIX A DATA SOURCES

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1. 2015 City of Coachella General Plan Update, Section 01 Introductions, p. 01-3
2. Decennial Census, U.S. Census Bureau
3. 2015 Coachella General Plan Update, Section 3, Housing Units
4. 2015 Coachella General Plan Update, Section 3, Housing Units
5. Population projections provided by the California Department of Finance, and the Riverside County Transportation and Land Management Agency (RCTLMA)
6. 2015 Coachella General Plan Update, Section 3, Land Use and Community Form
7. 2015 Coachella General Plan Update, Section 4, Specific Plans
8. 2015 Coachella General Plan Update, Section 4, Specific Plans
9. CWA Supplemental Water Supply Program and Fee Study.
10. 2015 Coachella General Plan Update, Section 4, Subarea Descriptions
11. 2015 Coachella General Plan Update, Section 4, Organization of This Element
12. See also: CVWD 2010 CVWMP, Section 4, Existing Water Supplies.
13. The term groundwater refers to local groundwater and imported, recycled and other supplies that are continuously recharged to the basin and extracted from groundwater wells.
14. Engineer's Report on Water Supply and Replenishment Assessment 2016-2017 Mission Creek, West Whitewater River, and East Whitewater River Subbasin Areas of Benefit.
15. 2010 CVWMP, pp. 7-2 to 7-12; 2011 SPEIR, pp. 3-4 to 3-9.
16. 2010 CVWMP, pp. 7-18 to 7-31; 2011 SPEIR, pp. 3-23 to 3-33.
17. CVWD Engineers Report on Water Supply and Replenishment Assessment, East (Lower) Whitewater River Subbasin Area of Benefit, 2014-2015.
18. 2010 CVWMP, pp. 7-18 to 7-31; 2011 SPEIR, pp. 3-23 to 3-33.
19. CVWD Engineers Report on Water Supply and Replenishment Assessment, Lower Whitewater River Subbasin Area of Benefit, 2014-2015.
20. 2010 CVWMP, pp. 7-18 to 7-31; 2011 SPEIR, pp. 3-23 to 3-33.
21. In addition to the information and analyses presented in this WMP, other descriptions of the projects and programs within the City and CVWD service areas are set forth in the City 2010 UWMP, CVWD 2010 UWMP, CVWD 2010 CVWMP and 2011 SPEIR.
22. Engineer's Report on Water Supply and Replenishment Assessment, East (Lower) Whitewater River Subbasin Area of Benefit 2016-2017, Table VII-1.
23. City's 2010 UWMP, CVWD's 2010 CVWMP Update and CVWD's 2011 SPEIR
24. CVWD 2010 CVWMP Update, p. 3-3
25. CVWD 2010 CVWMP Update, Section 4.2, Colorado River
26. CVWD 2010 CVWMP Update, Section 4.2, Colorado River
27. CVWD 2010 CVWMP Update, Section 4.2, Colorado River
28. CVWD 2010 CVWMP Update, Section 4.2, Colorado River
29. CVWD 2010 CVWMP Update, Section 4.2, Colorado River
30. MWD 2013 Preliminary Official Statement, Water Revenue Refunding Bonds, Appendix A, p. A-16
31. CVWD 2010 CVWMP Update, Section 4.2.1, Qualification Settlement Agreement
32. CVWD 2010 CVWMP Update, Section 4.2.1, Qualification Settlement Agreement
33. BOR Colorado River Basin Water Supply and Demand Study 2012, Executive Summary, p. ES-1
34. BOR Colorado River Basin Water Supply and Demand Study 2012, Executive Summary, p. ES-6

35. BOR Colorado River Basin Water Supply and Demand Study 2012
36. BOR Colorado River Basin Water Supply and Demand Study 2012, Executive Summary, p. ES-7
37. BOR Colorado River Basin Water Supply and Demand Study 2012, Executive Summary, p. ES-11
38. BOR Colorado River Basin Water Supply and Demand Study 2012, Executive Summary, p. ES-14
39. BOR Colorado River Basin Water Supply and Demand Study 2012
40. City 2010 UWMP, Section 4.5, Transfer and Exchange Opportunities
41. CVWD 2010 CVWMP Update, Section 6.4.3, Future Imported Water Acquisitions
42. CVWD 2010 CVWMP Update, pp. 8-4 to 8-7
43. CVWD 2010 CVWMP Update, Section 6.6, Groundwater Recharge
44. 2010 CVWMP Update, Section 6.7.3, Groundwater Quality and Treatment
45. Based on the City of Coachella Water Quality reports, 2007-2012
46. 2010 CVWMP Update, Figure 4-1, Coachella Valley Groundwater Subbasins
47. 2010 CVWMP Update, Section 6.4.6, Other Local Groundwater
48. 2015 Coachella General Plan Update, Section 3, Water Quality, Pg. 03-21
49. 2010 CVWMP Update, Section 5.1.3.1, Arsenic
50. Coachella Valley Water Management Plan Update, January 2012, Section 4 – Existing Water Supplies, Subsection 4.5 – Recycled Water. Page 4-22.
51. CVWD 2010 CVWMP Update, Section 4.7.3, Recycled Water
52. Engineer’s Report on Water Supply and Replenishment Assessment, East (Lower) Whitewater River Subbasin Area of Benefit 2016-2017, Table VII-10.
53. CVWD 2010 CVWMP Update, Section 6.5.2, Groundwater to Canal Water Conversion
54. CVWD 2010 CVWMP Update, Section ES-4.2.3, Source Substitution
55. CVWD 2010 CVWMP Update, Section ES-5.4.3, Source Substitution
56. AWWA M32, Third Edition, Section 5.3, System Design Criteria

### 2035 Projected Growth and Added Demand

Sub Area 1	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	40%	286	70%	200	2.85	571
Multi-Family Residential	15%	107	70%	75	2.69	202
Commercial	33%	236	50%	118	1.78	210
Schools / Institutional	6%	43	50%	21	1.32	28
Industrial	0%	0	50%	0	0.96	0
Landscape Irrigation	6%	43	50%	21	1.80	39
<b>Total:</b>	<b>100%</b>	<b>716</b>		<b>437</b>		<b>1050</b>

**Data from GPU:**

Build Out Net New Acres: 716  
2035 Res. Percent Max: 70%  
2036 Non-Res. Percent Max: 50%

Sub Area 2	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	30%	7	40%	3	2.85	8
Multi-Family Residential	15%	3	40%	1	2.69	4
Commercial	45%	10	50%	5	1.78	9
Schools / Institutional	4%	1	50%	0	1.32	1
Industrial	0%	0	50%	0	0.96	0
Landscape Irrigation	6%	1	50%	1	1.80	1
<b>Total:</b>	<b>100%</b>	<b>23</b>		<b>10</b>		<b>23</b>

**Data from GPU:**

Build Out Net New Acres: 23  
2035 Res. Percent Max: 40%  
2036 Non-Res. Percent Max: 50%

Sub Area 3	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	40%	83	40%	33	2.85	94
Multi-Family Residential	15%	31	40%	12	2.69	33
Commercial	30%	62	20%	12	1.78	22
Schools / Institutional	10%	21	20%	4	1.32	5
Industrial	0%	0	20%	0	0.96	0
Landscape Irrigation	5%	10	20%	2	1.80	4
<b>Total:</b>	<b>100%</b>	<b>207</b>		<b>64</b>		<b>159</b>

**Data from GPU:**

Build Out Net New Acres: 207  
2035 Res. Percent Max: 40%  
2036 Non-Res. Percent Max: 20%

Sub Area 4	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	15%	8	50%	4	2.85	11
Multi-Family Residential	40%	20	50%	10	2.69	27
Commercial	35%	18	50%	9	1.78	16
Schools / Institutional	4%	2	50%	1	1.32	1
Industrial	0%	0	50%	0	0.96	0
Landscape Irrigation	6%	3	50%	2	1.80	3
<b>Total:</b>	<b>100%</b>	<b>50</b>		<b>25</b>		<b>57</b>

**Data from GPU:**

Build Out Net New Acres: 50  
2035 Res. Percent Max: 50%  
2036 Non-Res. Percent Max: 50%



2035 Projected Growth and Added Demand

Sub Area 5	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	0%	0	0%	0	2.85	0
Multi-Family Residential	45%	374	0%	0	2.69	0
Commercial	20%	166	15%	25	1.78	44
Schools / Institutional	6%	50	15%	7	1.32	10
Industrial	25%	208	15%	31	0.96	30
Landscape Irrigation	4%	33	15%	5	1.80	9
<b>Total:</b>	<b>100%</b>	<b>830</b>		<b>68</b>		<b>93</b>

Data from GPU:

Build Out Net New Acres: 830  
2035 Res. Percent Max: 0%  
2036 Non-Res. Percent Max: 15%

Sub Area 6	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	10%	14	40%	6	2.85	16
Multi-Family Residential	40%	56	40%	23	2.69	61
Commercial	40%	56	20%	11	1.78	20
Schools / Institutional	4%	6	20%	1	1.32	1
Industrial	0%	0	20%	0	0.96	0
Landscape Irrigation	6%	8	20%	2	1.80	3
<b>Total:</b>	<b>100%</b>	<b>141</b>		<b>42</b>		<b>101</b>

Data from GPU:

Build Out Net New Acres: 141  
2035 Res. Percent Max: 40%  
2036 Non-Res. Percent Max: 20%

Sub Area 7	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	0%	0	0%	0	2.85	0
Multi-Family Residential	0%	0	0%	0	2.69	0
Commercial	0%	0	30%	0	1.78	0
Schools / Institutional	0%	0	30%	0	1.32	0
Industrial	95%	227	30%	68	0.96	65
Landscape Irrigation	5%	12	30%	4	1.80	6
<b>Total:</b>	<b>100%</b>	<b>239</b>		<b>72</b>		<b>72</b>

Data from GPU:

Build Out Net New Acres: 239  
2035 Res. Percent Max: 0%  
2036 Non-Res. Percent Max: 30%

Sub Area 8	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	0%	0	0%	0	2.85	0
Multi-Family Residential	0%	0	0%	0	2.69	0
Commercial	0%	0	10%	0	1.78	0
Schools / Institutional	0%	0	10%	0	1.32	0
Industrial	95%	514	10%	51	0.96	49
Landscape Irrigation	5%	27	10%	3	1.80	5
<b>Total:</b>	<b>100%</b>	<b>541</b>		<b>54</b>		<b>54</b>

Data from GPU:

Build Out Net New Acres: 541  
2035 Res. Percent Max: 0%  
2036 Non-Res. Percent Max: 10%

### 2035 Projected Growth and Added Demand

Sub Area 9	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	45%	666	50%	333	2.85	949
Multi-Family Residential	10%	148	50%	74	2.69	199
Commercial	33%	489	35%	171	1.78	304
Schools / Institutional	6%	89	35%	31	1.32	41
Industrial	0%	0	35%	0	0.96	0
Landscape Irrigation	6%	89	35%	31	1.80	56
<b>Total:</b>	<b>100%</b>	<b>1,481</b>		<b>641</b>		<b>1549</b>

**Data from GPU:**

Build Out Net New Acres: 1481  
2035 Res. Percent Max: 50%  
2036 Non-Res. Percent Max: 35%

Sub Area 10	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	25%	40	20%	8	2.85	23
Multi-Family Residential	0%	0	20%	0	2.69	0
Commercial	0%	0	25%	0	1.78	0
Schools / Institutional	0%	0	25%	0	1.32	0
Industrial	70%	111	25%	28	0.96	27
Landscape Irrigation	5%	8	25%	2	1.80	4
<b>Total:</b>	<b>100%</b>	<b>159</b>		<b>38</b>		<b>53</b>

**Data from GPU:**

Build Out Net New Acres: 159  
2035 Res. Percent Max: 20%  
2036 Non-Res. Percent Max: 25%

Sub Area 11	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	28%	322	50%	161	2.85	458
Multi-Family Residential	20%	230	50%	115	2.69	309
Commercial	40%	460	30%	138	1.78	246
Schools / Institutional	6%	69	30%	21	1.32	27
Industrial	0%	0	30%	0	0.96	0
Landscape Irrigation	6%	69	30%	21	1.80	37
<b>Total:</b>	<b>100%</b>	<b>1,150</b>		<b>455</b>		<b>1078</b>

**Data from GPU:**

Build Out Net New Acres: 1150  
2035 Res. Percent Max: 50%  
2036 Non-Res. Percent Max: 30%

Sub Area 12	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	35%	146	45%	66	2.85	187
Multi-Family Residential	15%	63	45%	28	2.69	76
Commercial	40%	167	20%	33	1.78	60
Schools / Institutional	4%	17	20%	3	1.32	4
Industrial	0%	0	20%	0	0.96	0
Landscape Irrigation	6%	25	20%	5	1.80	9
<b>Total:</b>	<b>100%</b>	<b>418</b>		<b>136</b>		<b>336</b>

**Data from GPU:**

Build Out Net New Acres: 418  
2035 Res. Percent Max: 45%  
2036 Non-Res. Percent Max: 20%

2035 Projected Growth and Added Demand

Sub Area 13	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	53%	222	10%	22	2.85	63
Multi-Family Residential	0%	0	10%	0	2.69	0
Commercial	35%	146	5%	7	1.78	13
Schools / Institutional	6%	25	5%	1	1.32	2
Industrial	0%	0	5%	0	0.96	0
Landscape Irrigation	6%	25	5%	1	1.80	2
<b>Total:</b>	<b>100%</b>	<b>418</b>		<b>32</b>		<b>80</b>

Data from GPU:

Build Out Net New Acres: 418  
2035 Res. Percent Max: 10%  
2036 Non-Res. Percent Max: 5%

Sub Area 14	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	55%	1,166	100%	1,166	2.85	3319
Multi-Family Residential	10%	212	100%	212	2.69	570
Commercial	15%	318	100%	318	1.78	566
Schools / Institutional	6%	127	100%	127	1.32	168
Industrial	0%	0	100%	0	0.96	0
Landscape Irrigation	14%	297	100%	297	1.80	534
<b>Total:</b>	<b>100%</b>	<b>2,120</b>		<b>2,120</b>		<b>5158</b>

Data from GPU:

Build Out Net New Acres: 2120  
2035 Res. Percent Max: 100%  
2036 Non-Res. Percent Max: 100%

Sub Area 15	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	90%	1,564	10%	156	2.85	445
Multi-Family Residential	0%	0	10%	0	2.69	0
Commercial	0%	0	5%	0	1.78	0
Schools / Institutional	4%	70	5%	3	1.32	5
Industrial	0%	0	5%	0	0.96	0
Landscape Irrigation	6%	104	5%	5	1.80	9
<b>Total:</b>	<b>100%</b>	<b>1,738</b>		<b>165</b>		<b>459</b>

Data from GPU:

Build Out Net New Acres: 1738  
2035 Res. Percent Max: 10%  
2036 Non-Res. Percent Max: 5%

Sub Area 16	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	0%	0	5%	0	2.85	0
Multi-Family Residential	0%	0	5%	0	2.69	0
Commercial	90%	21	100%	21	1.78	37
Schools / Institutional	0%	0	100%	0	1.32	0
Industrial	0%	0	100%	0	0.96	0
Landscape Irrigation	10%	2	100%	2	1.80	4
<b>Total:</b>	<b>100%</b>	<b>23</b>		<b>23</b>		<b>41</b>

Data from GPU:

Build Out Net New Acres: 23  
2035 Res. Percent Max: 5%  
2036 Non-Res. Percent Max: 100%

# ITEM 13.b.

## 2035 Projected Growth and Added Demand

Sub Area 17	Distribution (%)	Net New Build Out Area (Ac.)	Percent of Max Capacity (%)	2035 Growth (Ac.)	Annual Consumption Factor (ac-ft/ac/yr)	2035 Added Demand (ac-ft)
Single Family Residential	40%	286	0%	0	2.85	0
Multi-Family Residential	15%	107	0%	0	2.69	0
Commercial	33%	236	0%	0	1.78	0
Schools / Institutional	6%	43	0%	0	1.32	0
Industrial	0%	0	0%	0	0.96	0
Landscape Irrigation	6%	43	0%	0	1.80	0
<b>Total:</b>	<b>100%</b>	<b>716</b>		<b>0</b>		<b>0</b>

**Data from GPU:**

Build Out Net New Acres: 526  
2035 Res. Percent Max: 0%  
2036 Non-Res. Percent Max: 0%

Total 2035 Growth (Ac.): 4,383

Projected Demand Added by Sub Area

Sub Area 1	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	143	88.4	285	176.9	428	265.3	571	353.8
Multi-Family Residential	51	31.3	101	62.7	152	94.0	202	125.4
Commercial	53	32.6	105	65.2	158	97.8	210	130.4
Schools / Institutional	7	4.4	14	8.8	21	13.2	28	17.6
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	10	6.0	19	12.0	29	18.0	39	24.0
<b>Total:</b>	<b>263</b>	<b>162.8</b>	<b>525</b>	<b>325.5</b>	<b>788</b>	<b>488.3</b>	<b>1050</b>	<b>651.1</b>

Sub Area 2	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	2	1.2	4	2.4	6	3.7	8	4.9
Multi-Family Residential	1	0.6	2	1.2	3	1.7	4	2.3
Commercial	2	1.4	5	2.9	7	4.3	9	5.7
Schools / Institutional	0	0.1	0	0.2	0	0.3	1	0.4
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	0	0.2	1	0.4	1	0.6	1	0.8
<b>Total:</b>	<b>6</b>	<b>3.5</b>	<b>11</b>	<b>7.0</b>	<b>17</b>	<b>10.5</b>	<b>23</b>	<b>14.0</b>

Sub Area 3	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	24	14.6	47	29.2	71	43.8	94	58.4
Multi-Family Residential	8	5.2	17	10.4	25	15.5	33	20.7
Commercial	6	3.4	11	6.9	17	10.3	22	13.7
Schools / Institutional	1	0.8	3	1.7	4	2.5	5	3.4
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	1	0.6	2	1.2	3	1.7	4	2.3
<b>Total:</b>	<b>40</b>	<b>24.6</b>	<b>79</b>	<b>49.3</b>	<b>119</b>	<b>73.9</b>	<b>159</b>	<b>98.6</b>

Sub Area 4	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	3	1.7	5	3.3	8	5.0	11	6.6
Multi-Family Residential	7	4.2	13	8.3	20	12.5	27	16.7
Commercial	4	2.4	8	4.8	12	7.2	16	9.7
Schools / Institutional	0	0.2	1	0.4	1	0.6	1	0.8
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	1	0.4	1	0.8	2	1.3	3	1.7
<b>Total:</b>	<b>14</b>	<b>8.9</b>	<b>29</b>	<b>17.7</b>	<b>43</b>	<b>26.6</b>	<b>57</b>	<b>35.4</b>

# ITEM 13.b.

Projected Demand Added by Sub Area

Sub Area 5	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Multi-Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Commercial	11	6.9	22	13.7	33	20.6	44	27.5
Schools / Institutional	2	1.5	5	3.1	7	4.6	10	6.1
Industrial	7	4.6	15	9.3	22	13.9	30	18.5
Landscape Irrigation	2	1.4	4	2.8	7	4.2	9	5.6
<b>Total:</b>	<b>23</b>	<b>14.4</b>	<b>47</b>	<b>28.8</b>	<b>70</b>	<b>43.3</b>	<b>93</b>	<b>57.7</b>

Sub Area 6	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	4	2.5	8	5.0	12	7.5	16	10.0
Multi-Family Residential	15	9.4	30	18.8	46	28.2	61	37.6
Commercial	5	3.1	10	6.2	15	9.3	20	12.4
Schools / Institutional	0	0.2	1	0.5	1	0.7	1	0.9
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	1	0.5	2	0.9	2	1.4	3	1.9
<b>Total:</b>	<b>25</b>	<b>15.7</b>	<b>51</b>	<b>31.4</b>	<b>76</b>	<b>47.1</b>	<b>101</b>	<b>62.8</b>

Sub Area 7	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Multi-Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Commercial	0	0.0	0	0.0	0	0.0	0	0.0
Schools / Institutional	0	0.0	0	0.0	0	0.0	0	0.0
Industrial	16	10.1	33	20.3	49	30.4	65	40.5
Landscape Irrigation	2	1.0	3	2.0	5	3.0	6	4.0
<b>Total:</b>	<b>18</b>	<b>11.1</b>	<b>36</b>	<b>22.3</b>	<b>54</b>	<b>33.4</b>	<b>72</b>	<b>44.5</b>

Sub Area 8	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Multi-Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Commercial	0	0.0	0	0.0	0	0.0	0	0.0
Schools / Institutional	0	0.0	0	0.0	0	0.0	0	0.0
Industrial	12	7.6	25	15.3	37	22.9	49	30.6
Landscape Irrigation	1	0.8	2	1.5	4	2.3	5	3.0
<b>Total:</b>	<b>14</b>	<b>8.4</b>	<b>27</b>	<b>16.8</b>	<b>41</b>	<b>25.2</b>	<b>54</b>	<b>33.6</b>

Projected Demand Added by Sub Area

Sub Area 9	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	237	147.0	474	294.0	711	441.0	949	588.0
Multi-Family Residential	50	30.9	100	61.7	149	92.6	199	123.5
Commercial	76	47.2	152	94.4	228	141.6	304	188.8
Schools / Institutional	10	6.4	21	12.7	31	19.1	41	25.4
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	14	8.7	28	17.4	42	26.0	56	34.7
<b>Total:</b>	<b>387</b>	<b>240.1</b>	<b>775</b>	<b>480.2</b>	<b>1162</b>	<b>720.3</b>	<b>1549</b>	<b>960.4</b>

Sub Area 10	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	6	3.5	11	7.0	17	10.5	23	14.0
Multi-Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Commercial	0	0.0	0	0.0	0	0.0	0	0.0
Schools / Institutional	0	0.0	0	0.0	0	0.0	0	0.0
Industrial	7	4.1	13	8.3	20	12.4	27	16.6
Landscape Irrigation	1	0.6	2	1.1	3	1.7	4	2.2
<b>Total:</b>	<b>13</b>	<b>8.2</b>	<b>26</b>	<b>16.4</b>	<b>40</b>	<b>24.6</b>	<b>53</b>	<b>32.8</b>

Sub Area 11	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	115	71.0	229	142.1	344	213.1	458	284.1
Multi-Family Residential	77	47.9	155	95.9	232	143.8	309	191.8
Commercial	61	38.1	123	76.1	184	114.2	246	152.3
Schools / Institutional	7	4.2	14	8.5	20	12.7	27	16.9
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	9	5.8	19	11.5	28	17.3	37	23.1
<b>Total:</b>	<b>269</b>	<b>167.1</b>	<b>539</b>	<b>334.1</b>	<b>808</b>	<b>501.2</b>	<b>1078</b>	<b>668.2</b>

Sub Area 12	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	47	29.0	94	58.1	141	87.1	187	116.2
Multi-Family Residential	19	11.8	38	23.5	57	35.3	76	47.1
Commercial	15	9.2	30	18.4	45	27.7	60	36.9
Schools / Institutional	1	0.7	2	1.4	3	2.1	4	2.7
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	2	1.4	5	2.8	7	4.2	9	5.6
<b>Total:</b>	<b>84</b>	<b>52.1</b>	<b>168</b>	<b>104.2</b>	<b>252</b>	<b>156.3</b>	<b>336</b>	<b>208.5</b>

**Projected Demand Added by Sub Area**

Sub Area 13	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	16	9.8	32	19.5	47	29.3	63	39.1
Multi-Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Commercial	3	2.0	7	4.0	10	6.1	13	8.1
Schools / Institutional	0	0.3	1	0.5	1	0.8	2	1.0
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	1	0.3	1	0.7	2	1.0	2	1.4
<b>Total:</b>	<b>20</b>	<b>12.4</b>	<b>40</b>	<b>24.8</b>	<b>60</b>	<b>37.2</b>	<b>80</b>	<b>49.6</b>

Sub Area 14	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	830	514.4	1660	1028.8	2489	1543.2	3319	2057.6
Multi-Family Residential	143	88.4	285	176.8	428	265.1	570	353.5
Commercial	142	87.7	283	175.4	425	263.2	566	350.9
Schools / Institutional	42	26.0	84	52.0	126	78.1	168	104.1
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	134	82.8	267	165.6	401	248.4	534	331.2
<b>Total:</b>	<b>1289</b>	<b>799.3</b>	<b>2579</b>	<b>1598.7</b>	<b>3868</b>	<b>2398.0</b>	<b>5158</b>	<b>3197.3</b>

Sub Area 15	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	111	69.0	223	138.0	334	207.0	445	276.0
Multi-Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Commercial	0	0.0	0	0.0	0	0.0	0	0.0
Schools / Institutional	1	0.7	2	1.4	3	2.1	5	2.8
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	2	1.5	5	2.9	7	4.4	9	5.8
<b>Total:</b>	<b>115</b>	<b>71.2</b>	<b>230</b>	<b>142.3</b>	<b>344</b>	<b>213.5</b>	<b>459</b>	<b>284.7</b>

Sub Area 16	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Multi-Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Commercial	9	5.7	18	11.4	28	17.1	37	22.8
Schools / Institutional	0	0.0	0	0.0	0	0.0	0	0.0
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	1	0.6	2	1.3	3	1.9	4	2.6
<b>Total:</b>	<b>10</b>	<b>6.4</b>	<b>20</b>	<b>12.7</b>	<b>31</b>	<b>19.1</b>	<b>41</b>	<b>25.4</b>



Projected Demand Added by Sub Area

Sub Area 17	2020		2025		2030		2035	
	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)	Added Demand (ac-ft)	Added Demand (gpm)
Single Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Multi-Family Residential	0	0.0	0	0.0	0	0.0	0	0.0
Commercial	0	0.0	0	0.0	0	0.0	0	0.0
Schools / Institutional	0	0.0	0	0.0	0	0.0	0	0.0
Industrial	0	0.0	0	0.0	0	0.0	0	0.0
Landscape Irrigation	0	0.0	0	0.0	0	0.0	0	0.0
<b>Total:</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0.0</b>

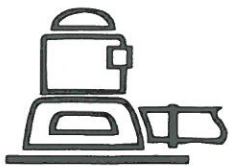
**Projected Total Demand by Zone**

Low Zone	2016		2020		2025		2030		2035	
	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)
Single Family Residential	3,610	2,237.9	3,790	2,349.8	3,971	2,461.7	4,152	2,573.6	4,332	2,685.6
Multi-Family Residential	149	92.5	231	143.2	313	193.9	394	244.5	476	295.2
Commercial	323	200.2	403	250.1	484	299.9	564	349.8	645	399.6
Schools / Institutional	223	138.4	235	145.7	247	153.0	259	160.3	270	167.6
Industrial	867	537.5	898	556.4	928	575.3	959	594.2	989	613.1
Landscape Irrigation	422	261.5	439	272.1	456	282.7	473	293.3	490	303.9
<b>Total:</b>	<b>5,594</b>	<b>3,468.1</b>	<b>5,996</b>	<b>3,717.3</b>	<b>6,398</b>	<b>3,966.5</b>	<b>6,801</b>	<b>4,215.8</b>	<b>7,203</b>	<b>4,465.0</b>

150 Zone	2016		2020		2025		2030		2035	
	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)
Single Family Residential	42	26.2	552	342.3	1,062	658.4	1,572	974.5	2,082	1,290.6
Multi-Family Residential	68	42.2	214	132.7	360	223.3	506	313.9	652	404.5
Commercial	191	118.3	352	218.5	514	318.7	676	418.9	837	519.1
Schools / Institutional	-	-	19	12.0	39	24.0	58	36.0	77	48.0
Industrial	-	-	12	7.6	25	15.3	37	22.9	49	30.6
Landscape Irrigation	-	-	30	18.7	60	37.4	90	56.1	121	74.8
<b>Total:</b>	<b>301</b>	<b>186.7</b>	<b>1,181</b>	<b>731.9</b>	<b>2,060</b>	<b>1,277.1</b>	<b>2,940</b>	<b>1,822.3</b>	<b>3,819</b>	<b>2,367.5</b>

150+ Zone	2016		2020		2025		2030		2035	
	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)
Single Family Residential	-	-	846	524.2	1,691	1,048.4	2,537	1,572.6	3,382	2,096.7
Multi-Family Residential	-	-	143	88.4	285	176.8	428	265.1	570	353.5
Commercial	-	-	145	89.7	290	179.5	434	269.2	579	359.0
Schools / Institutional	-	-	42	26.3	85	52.6	127	78.8	170	105.1
Industrial	-	-	-	-	-	-	-	-	-	-
Landscape Irrigation	-	-	134	83.1	268	166.3	402	249.4	536	332.6
<b>Total:</b>	<b>-</b>	<b>-</b>	<b>1,309</b>	<b>811.7</b>	<b>2,619</b>	<b>1,623.5</b>	<b>3,928</b>	<b>2,435.2</b>	<b>5,238</b>	<b>3,246.9</b>

Total System	2016		2020		2025		2030		2035	
	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)	Total Demand (ac-ft)	Total Demand (gpm)
Single Family Residential	3,652	2,264.1	5,188	3,216.3	6,724	4,168.5	8,260	5,120.7	9,796	6,072.9
Multi-Family Residential	217	134.7	588	364.3	958	593.9	1,329	823.6	1,699	1,053.2
Commercial	514	318.5	901	558.3	1,287	798.1	1,674	1,037.9	2,061	1,277.6
Schools / Institutional	223	138.4	297	183.9	370	229.5	444	275.1	517	320.7
Industrial	867	537.5	910	564.1	953	590.6	996	617.2	1,038	643.7
Landscape Irrigation	422	261.5	603	374.0	785	486.4	966	598.9	1,147	711.3
<b>Total:</b>	<b>5,896</b>	<b>3,654.8</b>	<b>8,487</b>	<b>5,260.9</b>	<b>11,077</b>	<b>6,867.1</b>	<b>13,668</b>	<b>8,473.3</b>	<b>16,259</b>	<b>10,079.4</b>



Since 1958

# PUMP CHECK

Pumping Systems Analysts

Hydraulic Test Report

# ITEM 13.b.

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

City of Coachella  
Dillon Road at 48th Avenue

Test Date: 02/09/2013  
Pump type: DWT  
Plant: Well #11

A test was made on this well pump and the following information was obtained.

### EQUIPMENT

PUMP:	Peerless	SERIAL:	N/A
MOTOR:	Yaskawa	SERIAL:	0078317705
H.P.	150	STATE #:	05S08E31C035
METER:	AS5A8-568DKS	REF #:	PC 2074

### TEST RESULTS

	TEST 1	TEST 2
Discharge, PSI	67.5	80.5
Discharge head, feet	155.9	186.0
Standing water level, feet	84.2	
Drawdown, feet	42.2	39.5
Pumping water level, feet	126.4	123.7
Total pumping head, feet	282.3	309.7
<b>Gallons per minute flow</b>	<b>1374</b>	<b>1296</b>
Gallons per foot of drawdown	32.6	32.8
Acre feet pumped per 24 hours	6.074	5.727
KW input to motor	116.9	115.3
HP input to motor	156.7	154.5
Motor load, % BHP	95.6	94.3
Measured speed of pump, RPM	1775	1774
KWH per acre foot	462.0	483.3
<b>Overall Plant efficiency in %</b>	<b>62.5</b>	<b>65.6</b>

Test 1 was the normal operation of the pump at the time of the test. The other results were obtained by throttling the pump discharge.

If you have any questions please contact Jon Lee at (951) 684-9801.

## ANNUAL PUMPING COST ANALYSIS

City of Coachella

Test date: 02/09/2013

Plant: Well #11  
Meter No: AS5A8-568DKS  
H.P. 150

The following cost analysis is presented as an aid to your cost accounting and planning. It is an **Estimate** based on the pump test data and your energy use or hours of operation during the previous 12-month period.

	EXISTING CONDITIONS
Total annual kWhrs	563,840
Total annual cost	\$61,458.56
KW input to motor	116.9
Hours of operation per year	4823
Equivalent 24 hour days	200.9
Acre feet pumped per 24 hour day	6.0736
Average cost per kWhr	\$0.1090
Average cost per hour	\$12.74
Average cost per acre foot	\$50.36
KWh per acre foot	462.0
Overall plant efficiency	% 62.5



# PUMP CHECK

Pumping Systems Analysts  
Hydraulic Test Report

# ITEM 13.b.

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

City of Coachella  
84-641 Avenue 51

Test Date: 02/09/2013  
Pump type: DWT  
Plant: Well #12

A test was made on this well pump and the following information was obtained.

## EQUIPMENT

PUMP:	Layne & Bowler	SERIAL:	800413
MOTOR:	US	SERIAL:	D12-AA78-MC5
H.P.	100	LAT/LON:	33.40.619n116.11.205w
METER:	5Y3DKS-100433	STATE #:	06508E06K025
		REF #:	PC 2068

## TEST RESULTS

	TEST 1	TEST 2
Discharge, PSI	12.0	23.0
Discharge head, feet	27.7	53.1
Standing water level, feet	76.3	
Drawdown, feet	29.5	25.9
Pumping water level, feet	105.8	102.2
Total pumping head, feet	133.5	155.3
<b>Gallons per minute flow</b>	<b>2114</b>	<b>1941</b>
Gallons per foot of drawdown	71.7	74.9
Acre feet pumped per 24 hours	9.344	8.577
KW input to motor	83.5	83.9
HP input to motor	111.9	112.4
Motor load, % BHP	104.1	104.6
Measured speed of pump, RPM	1779	1779
KWH per acre foot	214.5	234.8
<b>Overall Plant efficiency in %</b>	<b>63.7</b>	<b>67.7</b>

Test 1 was the normal operation of the pump at the time of the test. The other results were obtained by throttling the pump discharge.

If you have any questions please contact Jon Lee at (951) 684-9801.

## ANNUAL PUMPING COST ANALYSIS

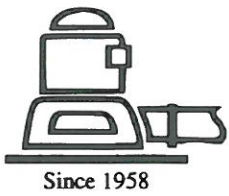
City of Coachella

Test date: 02/09/2013

Plant: Well #12  
 Meter No: 5Y3DKS-100433  
 H.P. 100

The following cost analysis is presented as an aid to your cost accounting and planning. It is an **Estimate** based on the pump test data and your energy use or hours of operation during the previous 12-month period.

	EXISTING CONDITIONS	
Total annual kWhrs	292,250	
Total annual cost	\$31,855.25	
KW input to motor	83.5	
Hours of operation per year	3500	Estimated
Equivalent 24 hour days	145.8	
Acre feet pumped per 24 hour day	9.3437	
Average cost per kWhr	\$0.1090	
Average cost per hour	\$9.10	
Average cost per acre foot	\$23.38	
KWh per acre foot	214.5	
Overall plant efficiency	%	63.7



# PUMP CHECK

Pumping Systems Analysts  
Hydraulic Test Report

# ITEM 13.b.

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

City of Coachella  
86-264 Avenue 54

Test Date: 02/09/2013  
Pump type: DWT  
Plant: Well #16

A test was made on this well pump and the following information was obtained.

## EQUIPMENT

PUMP:	National	SERIAL:	N/A
MOTOR:	US	SERIAL:	K03-BF84A-M
H.P.	250	LAT/LON:	33.39.517n116.09.656w
METER:	AS5Y3-36DKS	STATE #:	06508B09N025
		REF #:	PC 2071

## TEST RESULTS

### TEST 1

Discharge, PSI	85.0
Discharge head, feet	196.4
Standing water level, feet	38.7
Drawdown, feet	n/a
Pumping water level, feet	n/a
Total pumping head, feet	n/a
<b>Gallons per minute flow</b>	<b>1852</b>
Gallons per foot of drawdown	n/a
Acre feet pumped per 24 hours	8.184
KW input to motor	168.1
HP input to motor	225.3
Motor load, % BHP	86.3
Measured speed of pump, RPM	1787
KWH per acre foot	493.1
<b>Overall Plant efficiency in %</b>	<b>n/a</b>

Test 1 was the normal operation of the pump at the time of the test.

The standing water level was measured down through the pump column.

Due to an obstruction in the well, we were unable to obtain a pumping water level; therefore we were unable to quote the total head or overall efficiency of the pumping plant.

If you have any questions please contact Jon Lee at (951) 684-9801.

## ANNUAL PUMPING COST ANALYSIS

City of Coachella

Test date: 02/09/2013

Plant: Well #16  
 Meter No: AS5Y3-36DKS  
 H.P. 250

The following cost analysis is presented as an aid to your cost accounting and planning. It is an **Estimate** based on the pump test data and your energy use or hours of operation during the previous 12-month period.

	EXISTING CONDITIONS
Total annual kWhrs	191,600
Total annual cost	\$20,922.72
KW input to motor	168.1
Hours of operation per year	1139
Equivalent 24 hour days	47.5
Acre feet pumped per 24 hour day	8.1842
Average cost per kWhr	\$0.1092
Average cost per hour	\$18.36
Average cost per acre foot	\$53.85
KWh per acre foot	493.1
Overall plant efficiency	% n/a





# PUMP CHECK

Pumping Systems Analysts  
Hydraulic Test Report

# ITEM 13.b.

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

City of Coachella  
Avenue 48 east of Tyler Street

Test Date: 02/09/2013  
Pump type: DWT  
Plant: Well #18

A test was made on this well pump and the following information was obtained.

## EQUIPMENT

PUMP:	Goulds	SERIAL:	497709
MOTOR:	US	SERIAL:	J0520022439-GT-01
H.P.	100	LAT/LON:	33.42.076n116.09.642w
METER:	5Y3DKS-101864	STATE #:	05508E28N025
		REF #:	PC 2075

## TEST RESULTS

	TEST 1	TEST 2
Discharge, PSI	14.0	24.0
Discharge head, feet	32.3	55.4
Standing water level, feet	79.7	
Drawdown, feet	40.9	33.7
Pumping water level, feet	120.6	113.4
Total pumping head, feet	152.9	168.8
<b>Gallons per minute flow</b>	<b>1966</b>	<b>1508</b>
Gallons per foot of drawdown	48.1	44.8
Acre feet pumped per 24 hours	8.686	6.666
KW input to motor	77.3	70.6
HP input to motor	103.6	94.6
Motor load, % BHP	98.8	90.3
Measured speed of pump, RPM	1785	1787
KWH per acre foot	213.6	254.2
<b>Overall Plant efficiency in %</b>	<b>73.3</b>	<b>68.0</b>

Test 1 was the normal operation of the pump at the time of the test. The other results were obtained by throttling the pump discharge.

If you have any questions please contact Jon Lee at (951) 684-9801.

## ANNUAL PUMPING COST ANALYSIS

City of Coachella

Test date: 02/09/2013

Plant: Well #18  
Meter No: 5Y3DKS-101864  
H.P. 100

The following cost analysis is presented as an aid to your cost accounting and planning. It is an **Estimate** based on the pump test data and your energy use or hours of operation during the previous 12-month period.

	EXISTING CONDITIONS	
Total annual kWhrs	239,630	
Total annual cost	\$26,095.71	
KW input to motor	77.3	
Hours of operation per year	3100	Estimated
Equivalent 24 hour days	129.2	
Acre feet pumped per 24 hour day	8.6858	
Average cost per kWhr	\$0.1089	
Average cost per hour	\$8.42	
Average cost per acre foot	\$23.26	
KWh per acre foot	213.6	
Overall plant efficiency	% 73.3	



# PUMP CHECK

Pumping Systems Analysts  
Hydraulic Test Report

# ITEM 13.b.

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

City of Coachella  
48-281 Playa Del Amor Street

Test Date: 02/09/2013  
Pump type: DWT  
Plant: Well #19

A test was made on this well pump and the following information was obtained.

## EQUIPMENT

PUMP:	No Data	SERIAL:	N/A
MOTOR:	US	SERIAL:	J0620021248-100R-04
H.P.	200	LAT/LON:	33.41.895n116.12.966w
METER:	5Y3DKS-101235	STATE #:	05S07E56D035
		REF #:	PC 2073

## TEST RESULTS

	TEST 1	TEST 2
Discharge, PSI	51.0	61.0
Discharge head, feet	117.8	140.9
Standing water level, feet	112.2	
Drawdown, feet	27.5	25.3
Pumping water level, feet	139.7	137.5
Total pumping head, feet	257.5	278.4
<b>Gallons per minute flow</b>	<b>2320</b>	<b>2160</b>
Gallons per foot of drawdown	84.4	85.4
Acre feet pumped per 24 hours	10.251	9.544
KW input to motor	156.8	154.4
HP input to motor	210.1	206.9
Motor load, % BHP	100.6	99.1
Measured speed of pump, RPM	1783	1783
KWH per acre foot	367.1	388.3
<b>Overall Plant efficiency in %</b>	<b>71.8</b>	<b>73.4</b>

Test 1 was the normal operation with the VFD operating at 60.0 Hz at the time of the test.

Test 2 results were obtained by partially throttling the pump discharge.

If you have any questions please contact Jon Lee at (951) 684-9801.

## ANNUAL PUMPING COST ANALYSIS

City of Coachella

Test date: 02/09/2013

Plant: Well #19  
 H.P. 200

The following cost analysis is presented as an aid to your cost accounting and planning. It is an ESTIMATE based on the pump test data and your energy use during the previous 12-month period.

	EXISTING CONDITIONS	
Total annual hours of operation	3100	Estimated
Total annual kWhrs	486080	
Total annual cost	\$52,934.11	
Average Cost per kWh	\$0.1089	
	Test 1	Test 2
KW input to motor	156.8	154.4
Acre feet pumped per 24 hour day	10.251	9.544
KWh per acre foot	367.1	388.3
Pumping cost per hour	\$17.08	\$16.81
Pumping cost per acre foot	\$39.98	\$42.28
Overall plant efficiency	71.8	73.4

# City of Coachella Water Model Calibration Testing

TKE desires to gather SCADA and field data to finish calibration of the water system model to accurately reflect the City's water system as it stands today. The exercise will allow us to identify current system deficiencies and create a suitable CIP to match City Growth projections.

## Baseline Test

TKE will need both the SCADA and the field data to be taken at the **exact same point in time**. Please see below for a listing of what data we will need at specific locations. This will serve as our baseline test.

### SCADA:

- Wells:
  - Flow
  - Discharge Pressure
  - RPM/Speed
- Boosters
  - Flow
  - Discharge Pressure
  - RPM/Speed
- Tanks
  - Water Elevation

WELL 19 = 1780 RPM @ 200 HP  
 WELL 17 = 1785 RPM @ 200 HP  
 WELL 11 = 1775 RPM @ 150 HP  
 WELL 16 = 1780 RPM @ 250 HP  
 WELL 18 = 1780 RPM @ 100 HP  
 WELL 18 LOW ZONE BOOSTERS = 1785 RPM @ 125 HP  
 WELL 12 = 1780 RPM @ 100HP BOTH MOTORS  
 WELL 12 BOOSTERS = 1780 RPM @ 100 HP  
 THREE MOTORS

### Field Data:

- Pressure gauge readings at each of the 6 fire hydrant locations show on the map.

USE TO CALCULATE PUMP SPEEDS!

## Operational Change Tests

Once the baseline test is completed, TKE proposes to make an operational change in the system, wait 10 minutes for the system to stabilize and then record the data as described above in the baseline test.

We propose a total of 3 operational changes, as shown below, to different areas of the system to obtain a reliable indication of how the system reacts to changes.

- **Operational Change #1:** Shut off Well #11 and Well #16. Wait 10 minutes to allow the system to stabilize and then record all data at the *exact same point in time*.
- **Operational Change #2:** Shut off Booster 1 Low Zone and Booster 2 Low Zone at the 5.0 MG Reservoir Site. Wait 10 minutes to allow the system to stabilize and then record all data at the *exact same point in time*.
- **Operational Change #3:** Shut off Booster 1 and Booster 2 at the 3.6 MG Reservoir Site. Wait 10 minutes to allow the system to stabilize and then record all data at the *exact same point in time*.

Test Date: 9-10-14  
 Test Time: 2:05 PM - 2:40 PM

#### Pressure Gauge Tests

Location #	Pressure (psi)
1	65
2	67
3	65
4	68
5	52
6	51

#### Baseline Test

Record all data at the exact same point in time.

58-720 SLATE DR.  
 FLORENA & VERONICA  
 50-266 SAN SALVADO VINE & SEVENTH  
 GARDENIA & GERARD  
 50-266 SAN SALVADO  
 CHAPARROSA & 49<sup>th</sup>

OFF ALL DAY

#### Well #11 (NOT VARIABLE SPEED)

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1604	63.3		

#### Well #16 (NOT VARIABLE SPEED)

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	75.4		

#### Well #17

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1356	53.2		87.2

#### Well #19

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
761	46.8		42.9

1.5 MG Reservoir

Water level (ft)
29.9

3.6 MG Reservoir Site

*(NOT VARIABLE SPEED GAUGE.  
NO GAUGE.)*

Well #12

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0			

3.6 MG Reservoir

Water level (ft)
24

Booster 1

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	65.3		<del>OFF</del>

Booster 2

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	65.3		<del>OFF</del>

Pressure Relief Valve

Status (open or closed)	Flow (gpm)
CLOSED	

# ITEM 13.b. Update

## Water Model Calibration Testing

## Baseline Test Appendix D

### 5.0 MG Reservoir Site

Well #18

*(NOT VARIABLE SPEED) NO CHANGE*

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1422			

### 5.0 MG Reservoir

Water level (ft)
26.6

### Booster 1 Low Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
542	62.5		71

### Booster 2 Low Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0			<del>OFF</del>

### Booster 1 High Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0			<del>OFF</del>

### Booster 2 High Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0			<del>OFF</del>



Test Date: 9-10-14  
Test Time: 2:05 PM

*ALREADY OFF*

**Pressure Gauge Tests**

Location #	Pressure (psi)
1	65
2	66
3	64
4	66
5	49
6	50

**Operational Change #1**

Shut off Well #11 and Well #16. Wait 10 minutes to allow the system to stabilize and then record all data at the exact same point in time.

*53-720 SLATE DR.  
FLOREANA & VERONICA  
VINE & SEVENTH  
GARDENIA & GERANO  
50-266 SAN SALADO  
CHAPARROSA & 48TH*

*OFF ALL DAY*

**Well #11 (NOT VARIABLE SPEED)**

*LINE UNDER PRESSURE BUT NOT DISCHARGING*

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	0 51	0	0

**Well #16 (NOT VARIABLE SPEED)**

*LINE UNDER PRESSURE BUT NOT DISCHARGING*

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	0 74	0	0

**Well #17**

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1917	50.4		93.7

**Well #19**

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1498	45.6		42.9

# ITEM 13.b. Jupdate

## 1.5 MG Reservoir

Water level (ft)
29.7

## 3.6 MG Reservoir Site

### Well #12

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	<i>NO GAUGE</i>		<i>OFF</i>

## 3.6 MG Reservoir

Water level (ft)
24.0

### Booster 1

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
<i>OFF 0</i>			<i>OFF</i>

### Booster 2

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
797	64.0		<u>100</u>

### Pressure Relief Valve

Status (open or closed)	Flow (gpm)
CLOSED	

*READ 100% BUT WAS FLUCTUATING*

5.0 MG Reservoir Site

Well #18

*(NOT VARIABLE SPEED) NO GAUGE*

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1425			

5.0 MG Reservoir

Water level (ft)
26.7

Booster 1 Low Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
820	62		74

Booster 2 Low Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)

Booster 1 High Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0		88	

Booster 2 High Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0		88	

*OFF*

*OFF*

*PRESSURE IN LINES BUT NOT DISCHARGING.*

Test Date: 9-10-14  
Test Time: 2:30 PM

53-720 SLATE DR.

20 MINUTES

### Pressure Gauge Tests

Location #	Pressure (psi)
1	63
2	60.5
3	65
4	44
5	51
6	50

### Operational Change #2

Shut off Booster 1 Low Zone and Booster 2 Low Zone at the 5.0 MG Reservoir Site. Wait 10 minutes to allow the system to stabilize and then record all data at the exact same point in time.

FLORENA & VECONIA  
VINE & SEVENTH  
GARDENIA & GENARO  
50-266 SAN SALVADO  
CAMPAROSA & 48TH

### Well #11 (NOT VARIABLE SPEED)

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1622	60-3		

### Well #16 (NOT VARIABLE SPEED)

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	66-8		

PRESSURE IN LINE

OFF

### Well #17

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1876-5	52-7		93.7

### Well #19

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
949	46-5		42.8

1.5 MG Reservoir

Water level (ft)
29.5

3.6 MG Reservoir Site

Well #12

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	<del>NO GAUGE</del>		<del>OFF</del>

3.6 MG Reservoir

Water level (ft)
23.9

Booster 1

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0			<del>OFF</del>

Booster 2

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1510	63.2		52.5 — 100

Pressure Relief Valve

Status (open or closed)	Flow (gpm)
CLOSED.	

↑  
FLUCTUATING.

# ITEM 13.b. Jupdate

5.0 MG Reservoir Site

Well #18

(NOT VARIABLE SPEED)

NO GAUGE

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1425			

5.0 MG Reservoir

Water level (ft)
26.9

Booster 1 Low Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	0 36	0	0

Booster 2 Low Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	0 36	0	0

Booster 1 High Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	89		

Booster 2 High Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	89		

ALL BOOSTERS OFF

OFF

OFF

OFF

OFF

PRESSURE IN LINES.

Test Date: 9-10-14  
Test Time: 3:00 PM

15 minutes

Pressure Gauge Tests

Location #	Pressure (psi)
1	65
2	68
3	64
4	69
5	51
6	50

Operational Change #3

Shut off Booster 1 and Booster 2 at the 3.6 MG Reservoir Site. Wait 10 minutes to allow the system to stabilize and then record all data at the exact same point in time.

FLORENNA : VERONICA

VINE : SEVENTH

GARDENA : GERANO

50-266 SAN SIMANO

CHAPARRAL : 48th

Well #11 (NOT VARIABLE SPEED)

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1430	60.6		

Well #16 (NOT VARIABLE SPEED)

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
	74.8		

OFF

PRESSURE IN LINE

Well #17

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1853	52.5		92.3

Well #19

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
810	45.9		42.9

# ITEM 13.b. Jupdate

## 1.5 MG Reservoir

Water level (ft)
29.5

## 3.6 MG Reservoir Site

### Well #12

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0			

*NO GAUGE.* (pointing to Discharge Pressure column)

*OFF* (pointing to Pump Speed (%) column)

## 3.6 MG Reservoir

Water level (ft)
23.8

### Booster 1

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	0 63.8	0	0

*PRESSURE IN LINES.* (written vertically in red)

*OFF* (pointing to Pump Speed (%) column)

### Booster 2

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	0 63.8	0	0

*OFF* (pointing to Pump Speed (%) column)

### Pressure Relief Valve

Status (open or closed)	Flow (gpm)
CLOSED	



*no data*

5.0 MG Reservoir Site  
Well #18

*(NOT VARIABLE SPEED)*

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
1418			

5.0 MG Reservoir

Water level (ft)
27

Booster 1 Low Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
747	62		73

Booster 2 Low Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0			<del>71</del>

Booster 1 High Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	89		

Booster 2 High Zone

Discharge Flow (gpm)	Discharge Pressure (psi)	Pump Speed (rpm)	Pump Speed (%)
0	89		

*OFF.*

*OFF*

*OFF*

*PRESSURE IN LINES.*

# ITEM 13.b.

## City of Coachella Water Model Calibration Testing

TKE desires to gather SCADA and field data to finish calibration of the water system model to accurately reflect the City's water system as it stands today. The exercise will allow us to identify current system deficiencies and create a suitable CIP to match City Growth projections.

### Baseline Test

TKE will need both the SCADA and the field data to be taken at the **exact same point in time**. Please see below for a listing of what data we will need at specific locations. This will serve as our baseline test.

#### SCADA:

- Wells:
  - Flow
  - Discharge Pressure
  - RPM/Speed
- Boosters
  - Flow
  - Discharge Pressure
  - RPM/Speed
- Tanks
  - Water Elevation

#### Field Data:

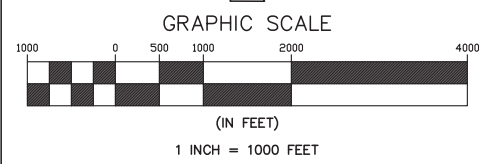
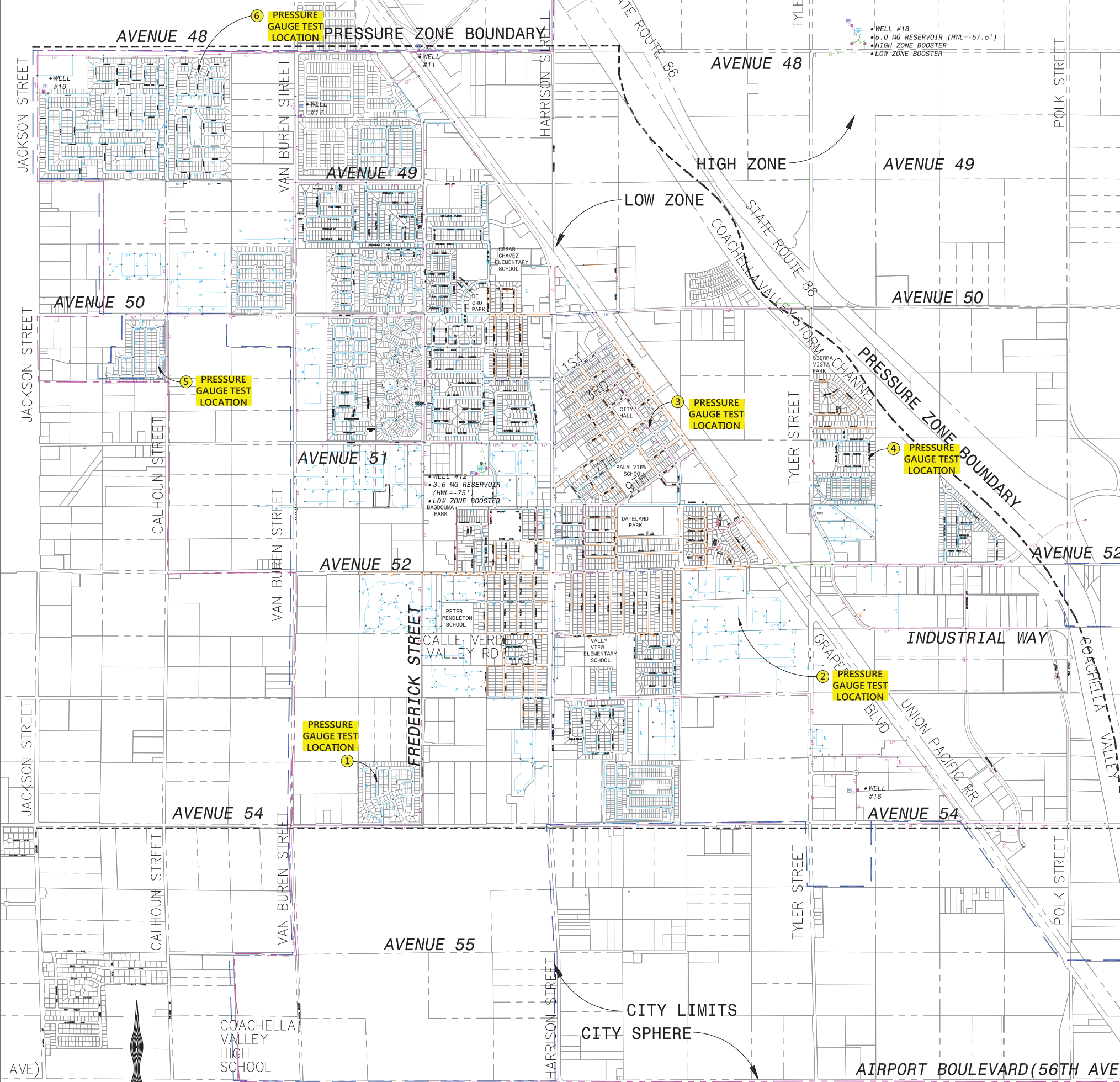
- Pressure gauge readings at each of the 6 fire hydrant locations show on the map.

### Operational Change Tests

Once the baseline test is completed, TKE proposes to make an operational change in the system, wait 10 minutes for the system to stabilize and then record the data as described above in the baseline test. We propose a total of 3 operational changes, as shown below, to different areas of the system to obtain a reliable indication of how the system reacts to changes.

- **Operational Change #1:** Shut off Well #11 and Well #16. Wait 10 minutes to allow the system to stabilize and then record all data at the *exact same point in time*.
- **Operational Change #2:** Shut off Booster 1 Low Zone and Booster 2 Low Zone at the 5.0 MG Reservoir Site. Wait 10 minutes to allow the system to stabilize and then record all data at the *exact same point in time*.
- **Operational Change #3:** Shut off Booster 1 and Booster 2 at the 3.6 MG Reservoir Site. Wait 10 minutes to allow the system to stabilize and then record all data at the *exact same point in time*.

Legend	
<span style="color: red;">—</span>	4"
<span style="color: orange;">—</span>	6"
<span style="color: yellow;">—</span>	8"
<span style="color: green;">—</span>	10"
<span style="color: blue;">—</span>	12"
<span style="color: purple;">—</span>	16" and Above
<span style="color: black;">⊕</span>	Pressure Gauge Test Locations



**TKE**  
ENGINEERING

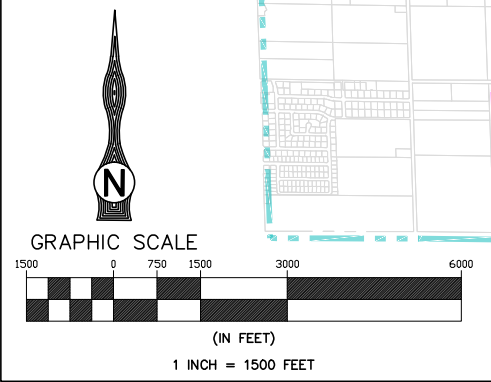
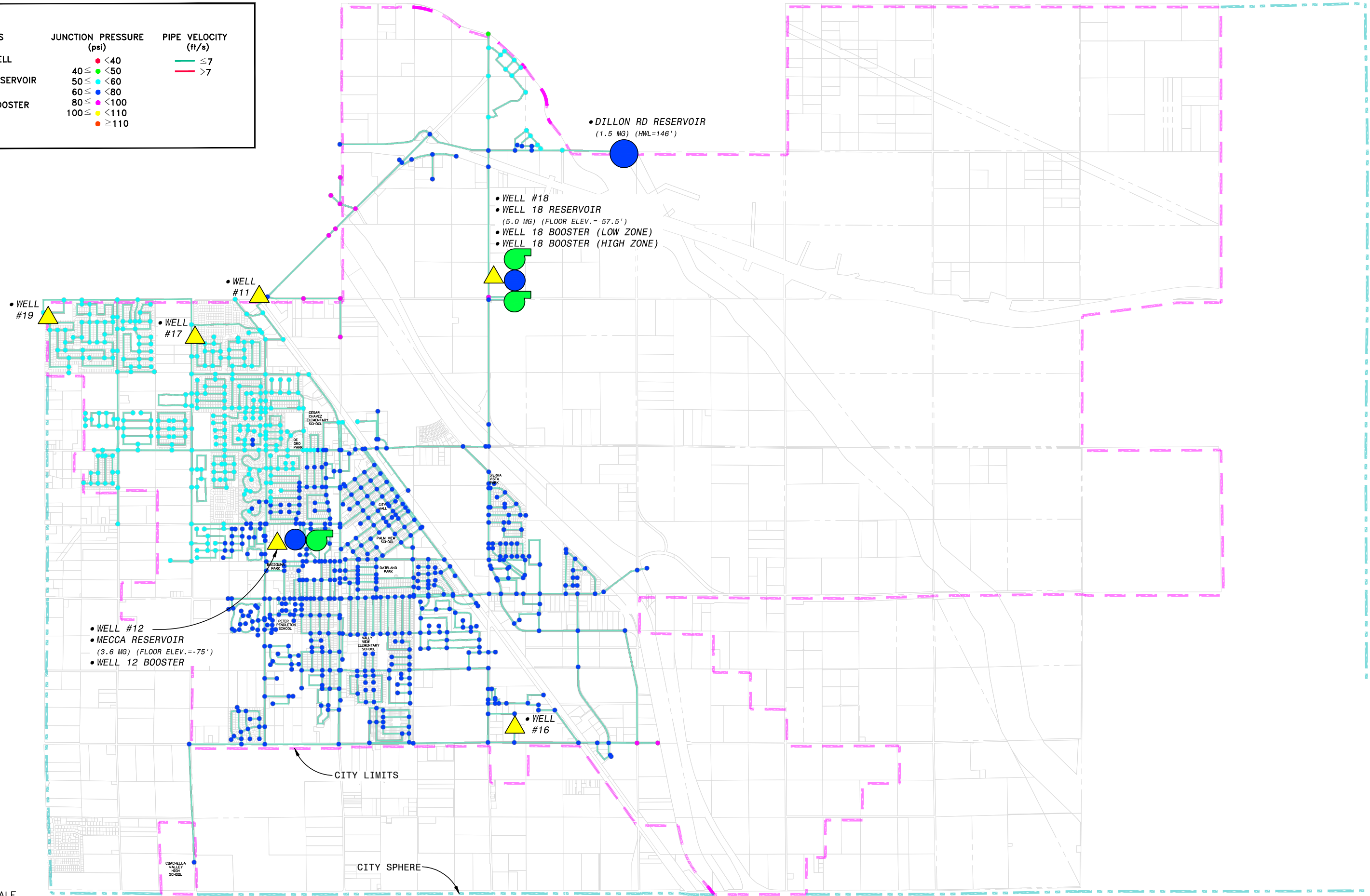
TKE ENGINEERING, INC.  
2305 CHICAGO AVENUE  
RIVERSIDE, CA 92507  
(951) 680-0440  
FAX: (951) 680-0490

**CITY OF COACHELLA**  
WATER  
MASTER PLAN UPDATE  
WATER MODEL CALIBRATION  
TESTING

FIG 1

**LEGEND**

FACILITIES	JUNCTION PRESSURE (psi)	PIPE VELOCITY (ft/s)
WELL (Yellow Triangle)	<40 (Red)	≤7 (Green)
RESERVOIR (Blue Circle)	40 ≤ <50 (Cyan)	>7 (Red)
BOOSTER (Green Circle)	50 ≤ <60 (Light Blue)	
	60 ≤ <80 (Blue)	
	80 ≤ <100 (Purple)	
	100 ≤ <110 (Yellow)	
	≥110 (Orange)	






**TKE**  
ENGINEERING

TKE ENGINEERING, INC.  
2305 CHICAGO AVENUE  
RIVERSIDE, CA 92507  
(951) 680-0440  
FAX: (951) 680-0490



**CITY OF COACHELLA**  
APPENDIX E  
EXISTING AVERAGE DAY DEMAND

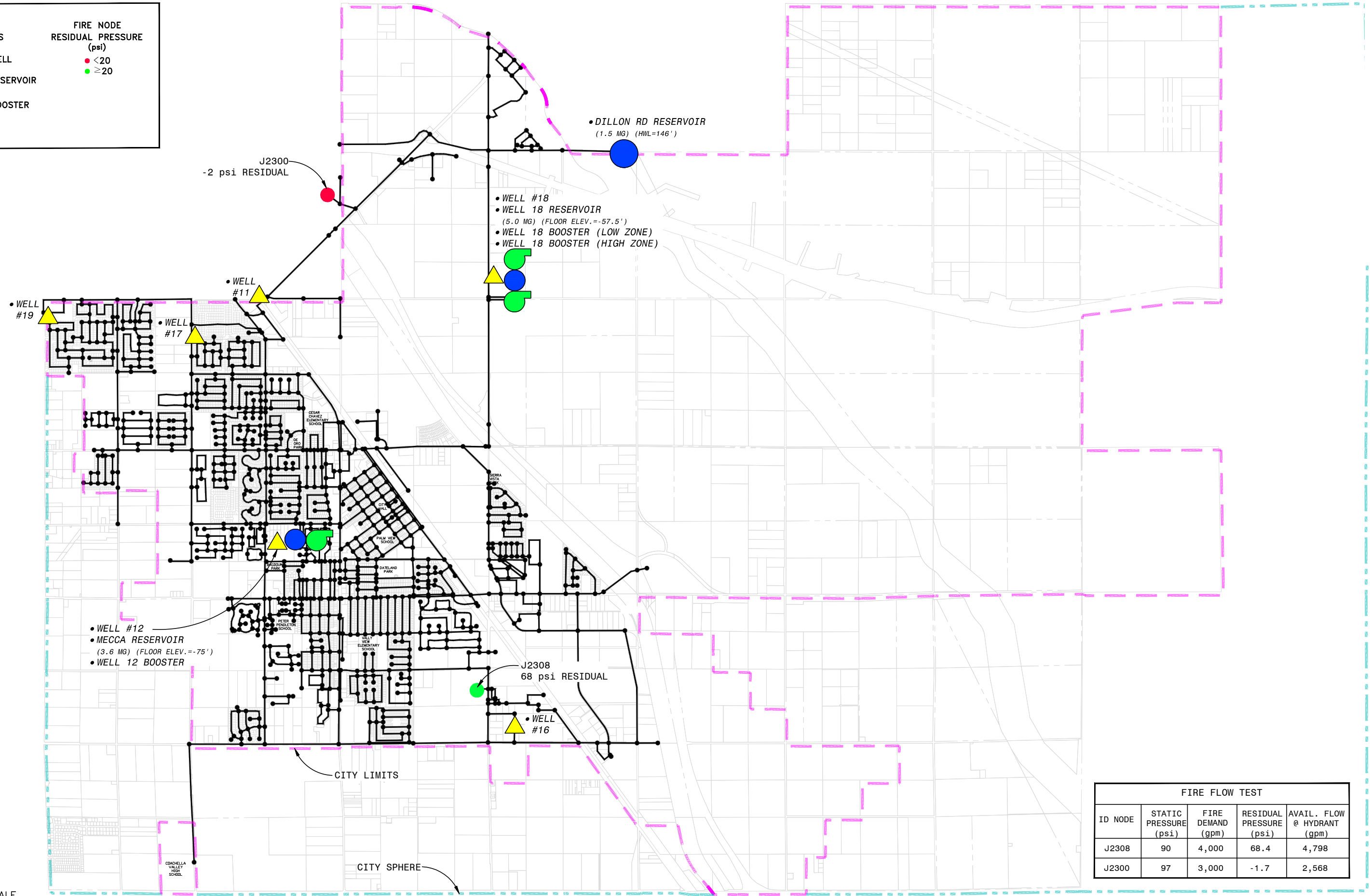
**LEGEND**

**FACILITIES**

-  WELL
-  RESERVOIR
-  BOOSTER


**FIRE NODE RESIDUAL PRESSURE (psi)**

-  <20
-  ≥20

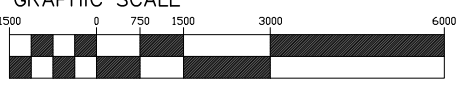


FIRE FLOW TEST				
ID NODE	STATIC PRESSURE (psi)	FIRE DEMAND (gpm)	RESIDUAL PRESSURE (psi)	AVAIL. FLOW @ HYDRANT (gpm)
J2308	90	4,000	68.4	4,798
J2300	97	3,000	-1.7	2,568

-272-




GRAPHIC SCALE



(IN FEET)

1 INCH = 1500 FEET



**TKE**  
ENGINEERING

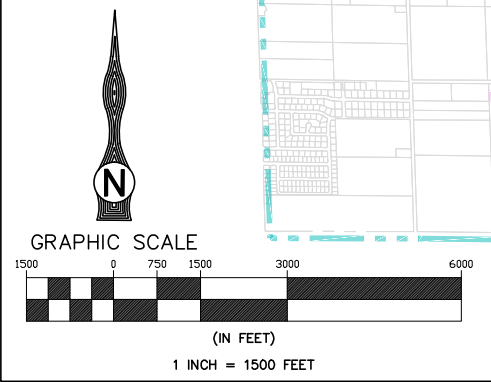
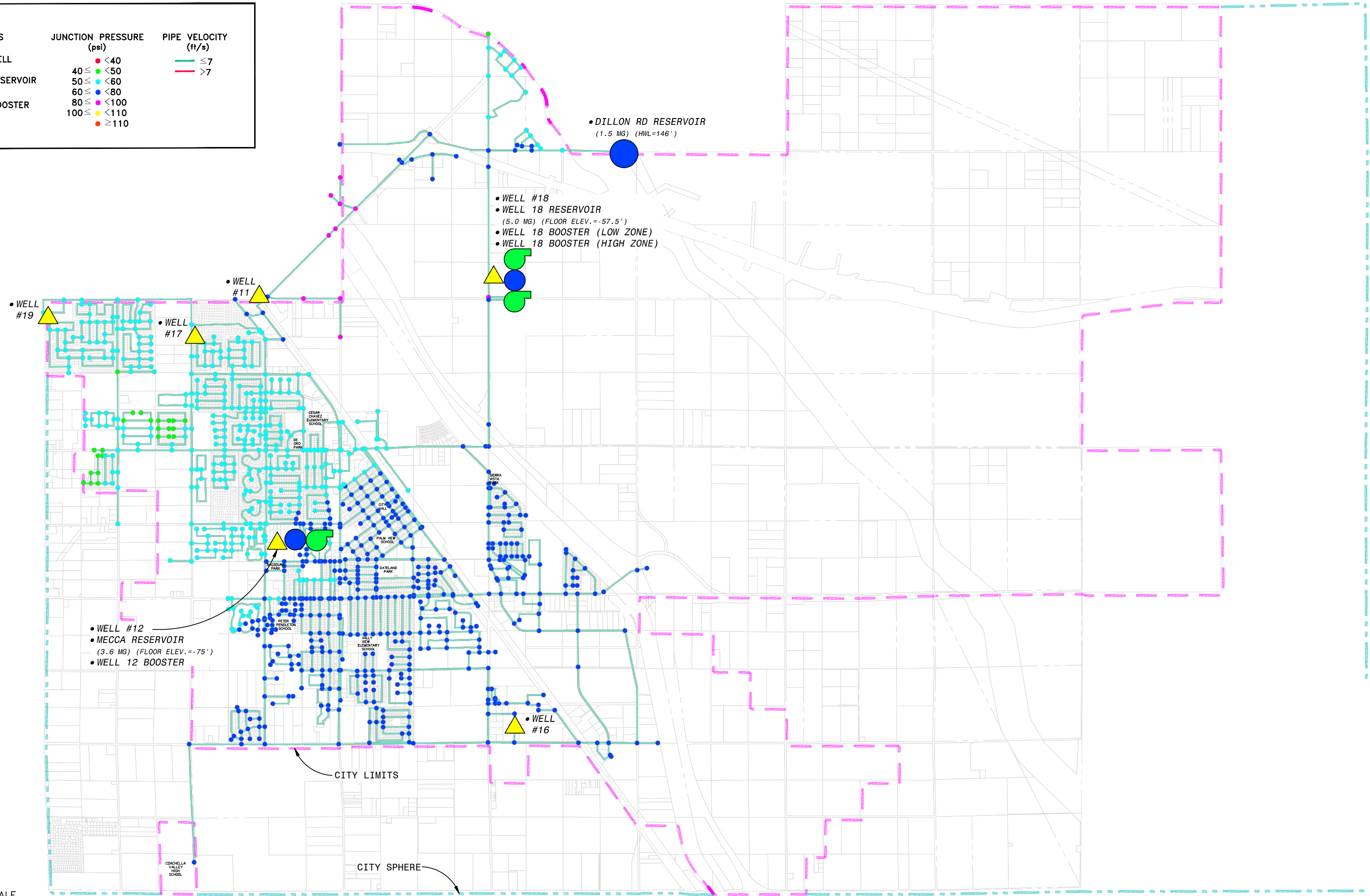
TKE ENGINEERING, INC.  
2305 CHICAGO AVENUE  
RIVERSIDE, CA 92507  
(951) 680-0440  
FAX: (951) 680-0490

**CITY OF COACHELLA**

APPENDIX E  
EXISTING MAX DAY DEMAND + FIRE FLOW

**LEGEND**

FACILITIES	JUNCTION PRESSURE (psi)	PIPE VELOCITY (ft/s)
▲ WELL	< 40	≤ 7
● RESERVOIR	40 ≤ < 50	> 7
● BOOSTER	50 ≤ < 60	
	60 ≤ < 80	
	80 ≤ < 100	
	100 ≤ < 110	
	≥ 110	



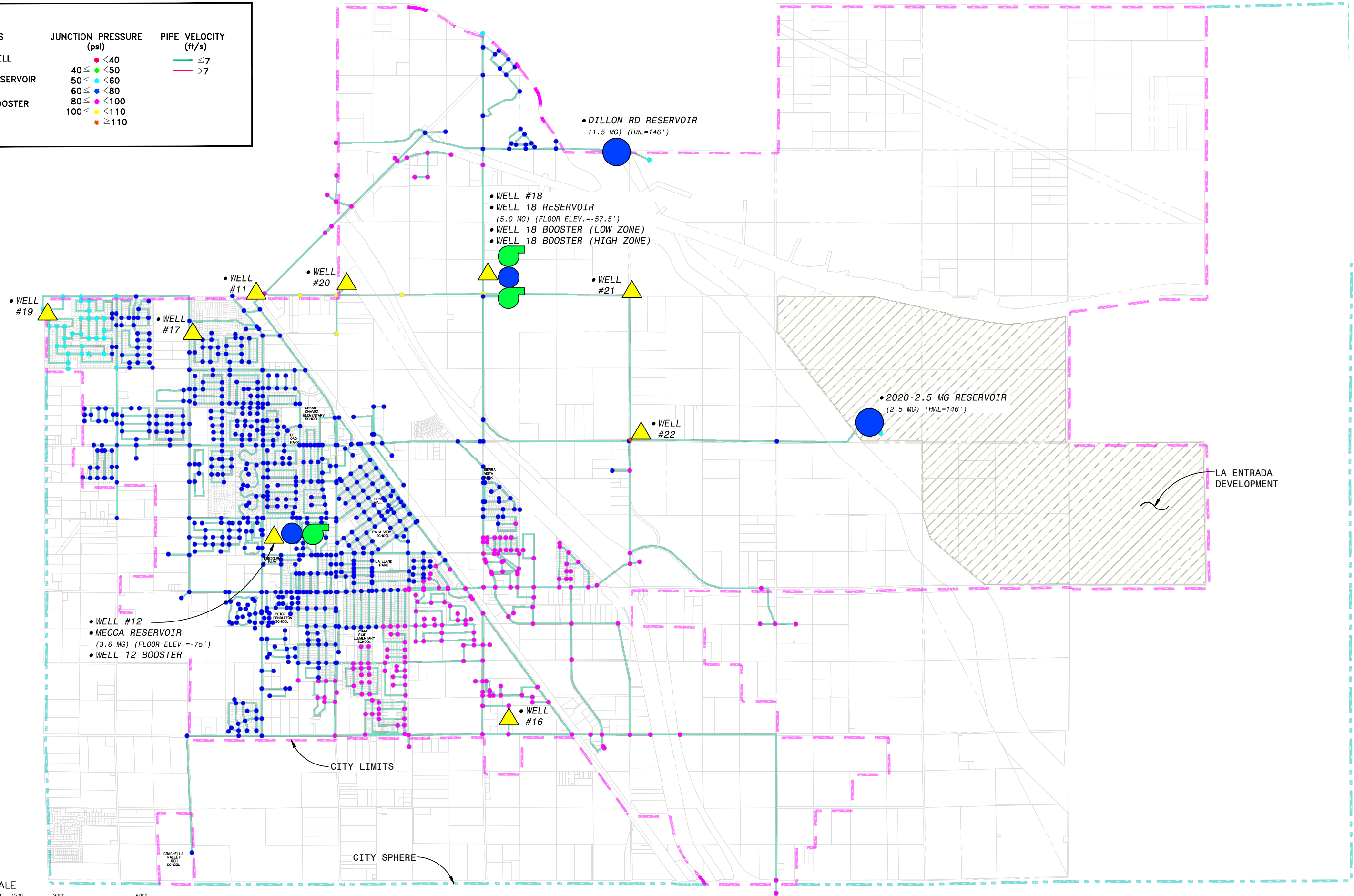
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2305 CHICAGO AVENUE  
RIVERSIDE, CA 92507  
(951) 680-0440  
FAX: (951) 680-0490

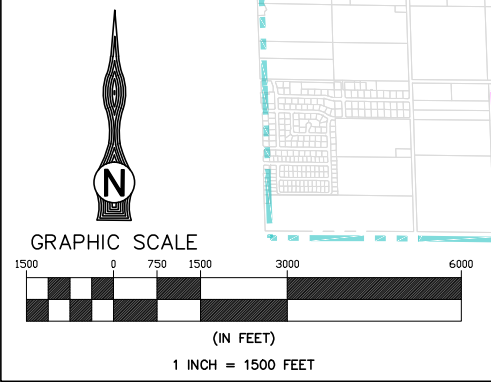
**CITY OF COACHELLA**  
APPENDIX E  
EXISTING PEAK HOUR DEMAND

**LEGEND**

FACILITIES	JUNCTION PRESSURE (psi)	PIPE VELOCITY (ft/s)
▲ WELL	<40	≤7
● RESERVOIR	40 ≤ <50	>7
● BOOSTER	50 ≤ <60	
	60 ≤ <80	
	80 ≤ <100	
	100 ≤ <110	
	≥110	






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	TKE ENGINEERING, INC. 2305 CHICAGO AVENUE RIVERSIDE, CA 92507 (951) 680-0440 FAX: (951) 680-0490	<b>CITY OF COACHELLA</b> APPENDIX E 2020 AVERAGE DAY DEMAND

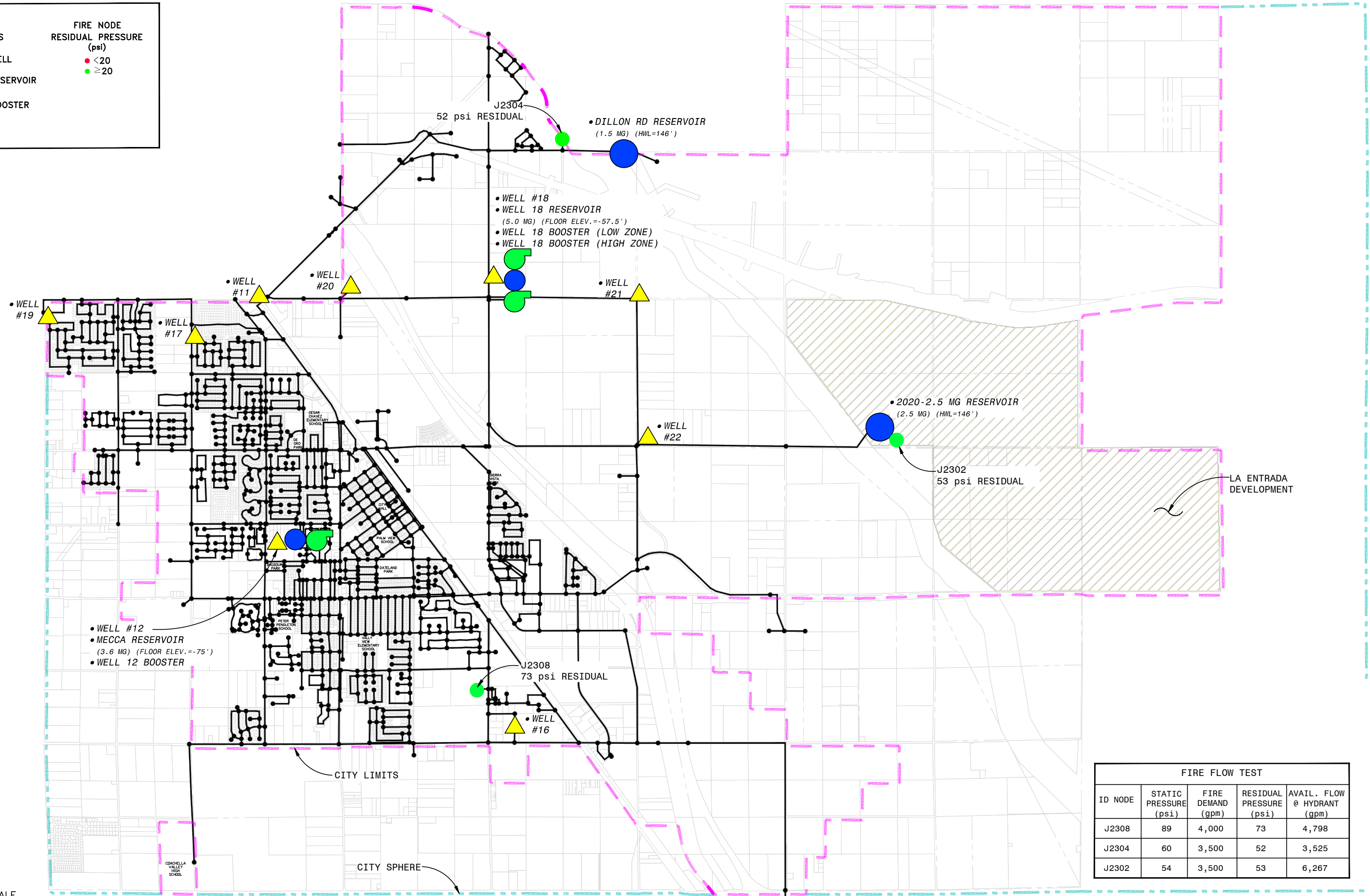
**LEGEND**

**FACILITIES**

-  WELL
-  RESERVOIR
-  BOOSTER

**FIRE NODE RESIDUAL PRESSURE (psi)**

-  <20
-  ≥20



-275-

**GRAPHIC SCALE**

(IN FEET)

1 INCH = 1500 FEET

FIRE FLOW TEST				
ID NODE	STATIC PRESSURE (psi)	FIRE DEMAND (gpm)	RESIDUAL PRESSURE (psi)	AVAIL. FLOW @ HYDRANT (gpm)
J2308	89	4,000	73	4,798
J2304	60	3,500	52	3,525
J2302	54	3,500	53	6,267

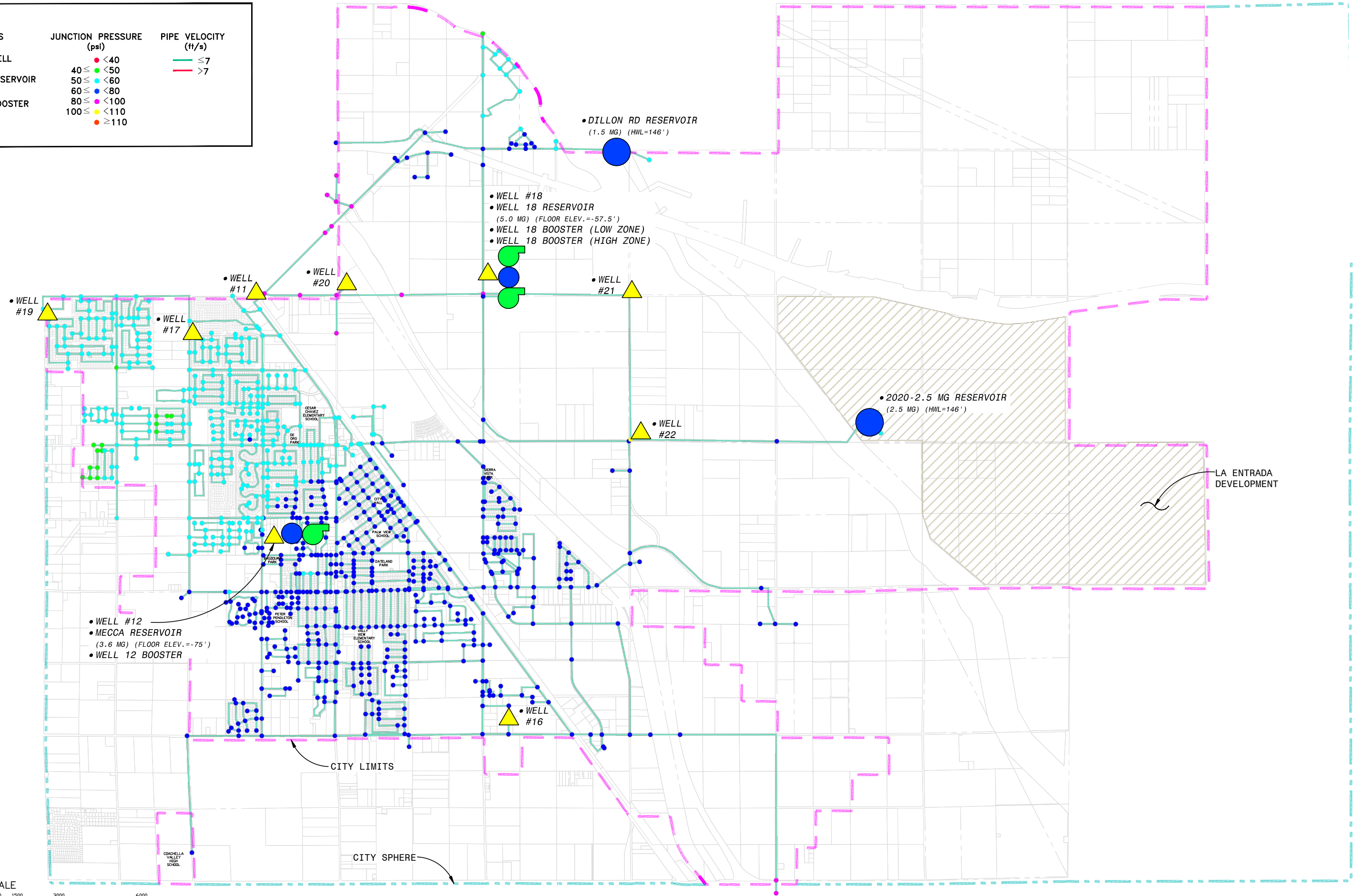
**TKE** ENGINEERING, INC.  
 2305 CHICAGO AVENUE  
 RIVERSIDE, CA 92507  
 (951) 680-0440  
 FAX: (951) 680-0490

**CITY OF COACHELLA**  
 APPENDIX E  
 2020 MAX DAY DEMAND + FIRE FLOW

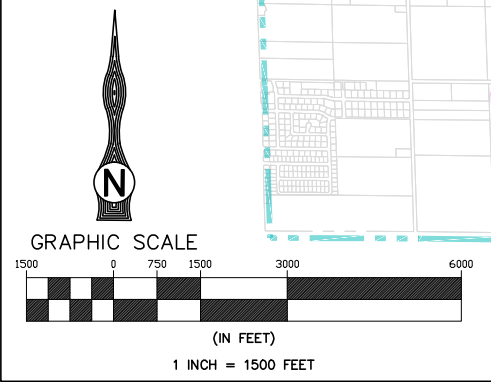
ITEM 13.b.

**LEGEND**

FACILITIES	JUNCTION PRESSURE (psi)	PIPE VELOCITY (ft/s)
WELL	<40	≤7
RESERVOIR	40 ≤ <50	>7
BOOSTER	50 ≤ <60	
	60 ≤ <80	
	80 ≤ <100	
	100 ≤ <110	
	≥110	



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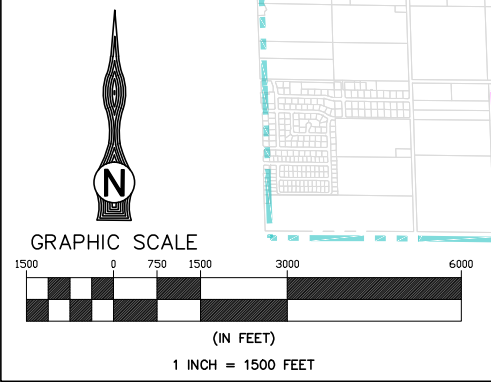
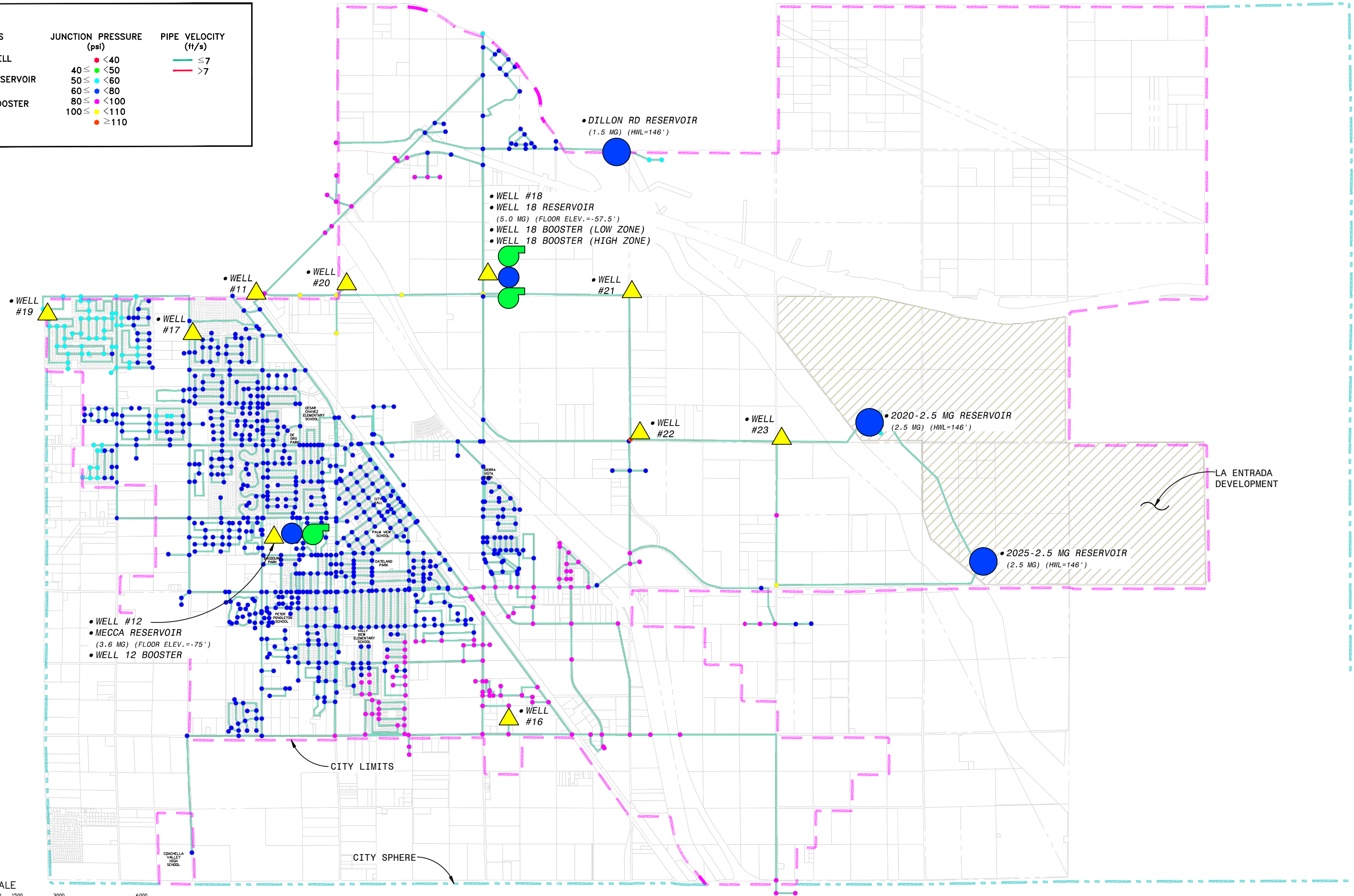


	TKE ENGINEERING, INC. 2305 CHICAGO AVENUE RIVERSIDE, CA 92507 (951) 680-0440 FAX: (951) 680-0490	CITY OF COACHELLA APPENDIX E 2020 PEAK HOUR DEMAND
--	--	--



**LEGEND**




FACILITIES	JUNCTION PRESSURE (psi)	PIPE VELOCITY (ft/s)
WELL	<40	≤7
RESERVOIR	40 ≤ <50	>7
BOOSTER	50 ≤ <60	
	60 ≤ <80	
	80 ≤ <100	
	100 ≤ <110	
	≥110	





	TKE ENGINEERING, INC. 2305 CHICAGO AVENUE RIVERSIDE, CA 92507 (951) 680-0440 FAX: (951) 680-0490	<b>CITY OF COACHELLA</b> APPENDIX E 2025 AVERAGE DAY DEMAND
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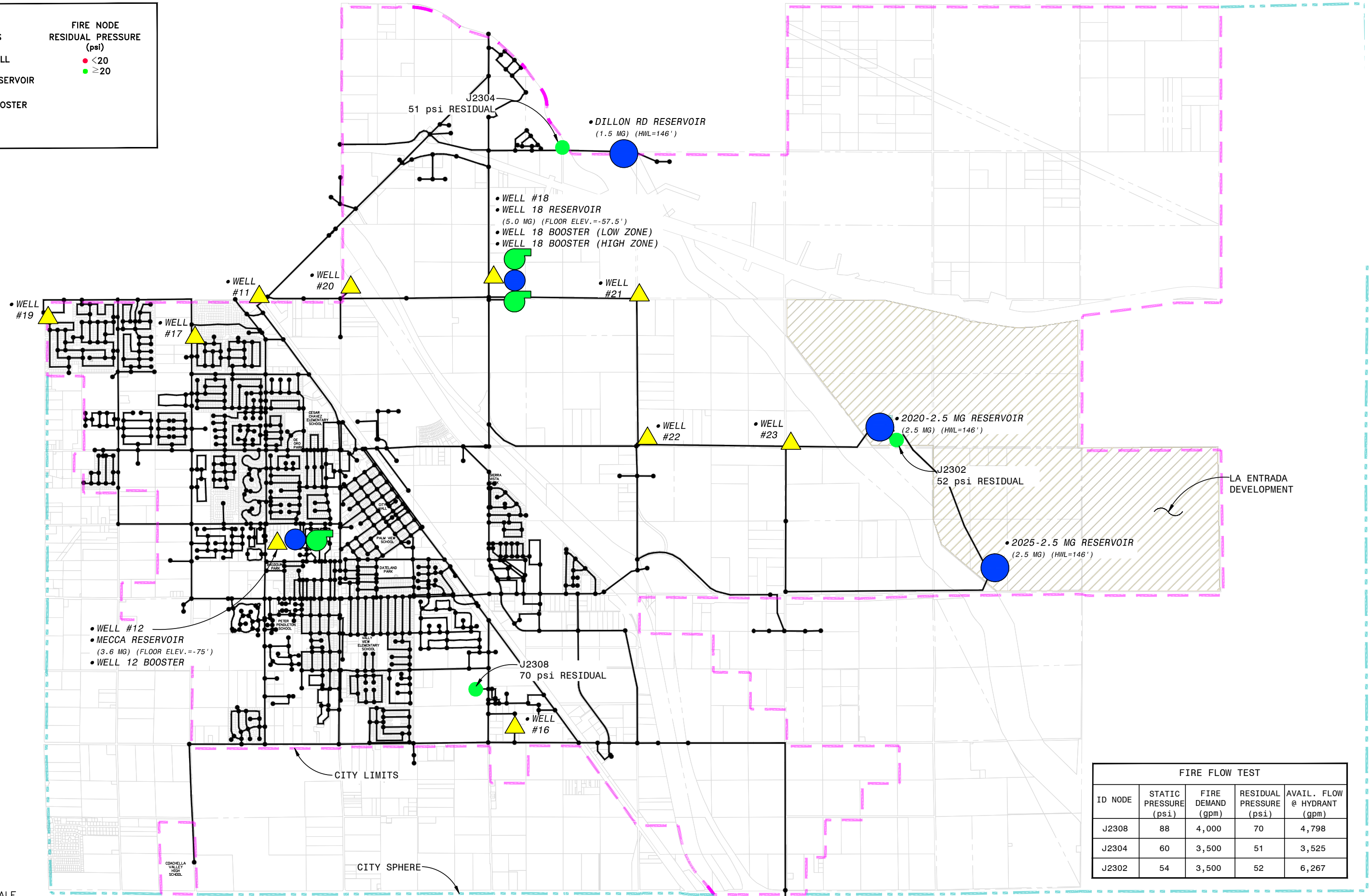
**LEGEND**

**FACILITIES**

-  WELL
-  RESERVOIR
-  BOOSTER

**FIRE NODE RESIDUAL PRESSURE (psi)**

-  <20
-  ≥20



-278-

**GRAPHIC SCALE**

(IN FEET)

1 INCH = 1500 FEET

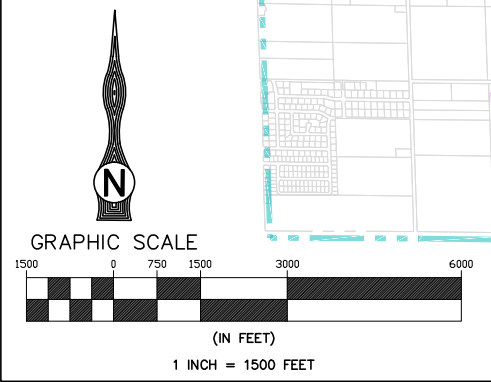
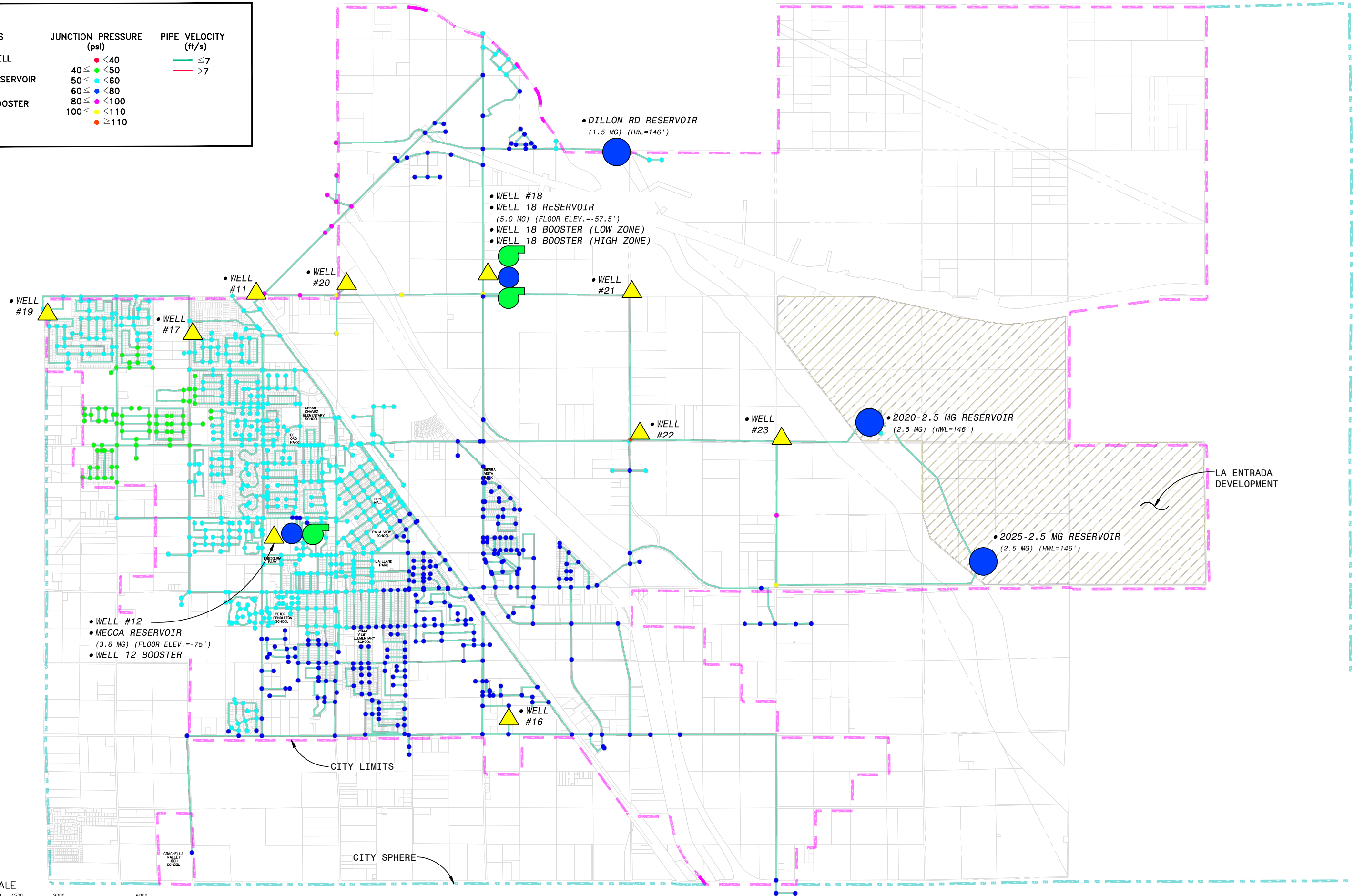
FIRE FLOW TEST				
ID NODE	STATIC PRESSURE (psi)	FIRE DEMAND (gpm)	RESIDUAL PRESSURE (psi)	AVAIL. FLOW @ HYDRANT (gpm)
J2308	88	4,000	70	4,798
J2304	60	3,500	51	3,525
J2302	54	3,500	52	6,267

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**CITY OF COACHELLA**  
 APPENDIX E  
 2025 MAX DAY DEMAND + FIRE FLOW

**LEGEND**

FACILITIES	JUNCTION PRESSURE (psi)	PIPE VELOCITY (ft/s)
▲ WELL	<40	≤7
● RESERVOIR	40 ≤ <50	>7
● BOOSTER	50 ≤ <60	
	60 ≤ <80	
	80 ≤ <100	
	100 ≤ <110	
	≥110	



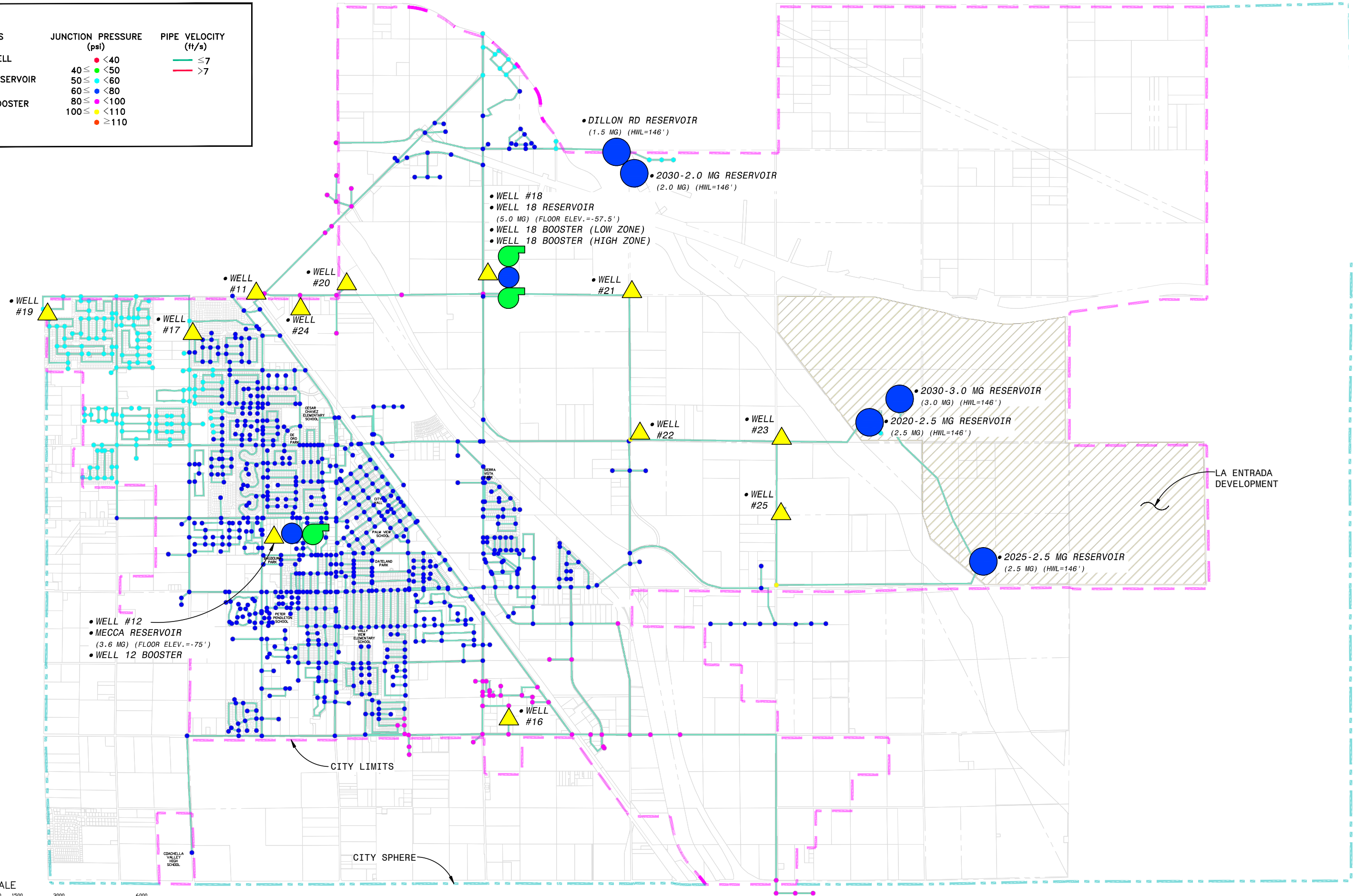
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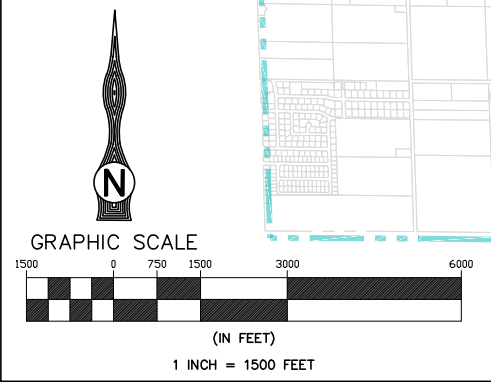
**CITY OF COACHELLA**  
APPENDIX E  
2025 PEAK HOUR DEMAND

**LEGEND**

FACILITIES	JUNCTION PRESSURE (psi)	PIPE VELOCITY (ft/s)
WELL (Yellow Triangle)	<40 (Red)	≤7 (Green)
RESERVOIR (Blue Circle)	40 ≤ <50 (Cyan)	>7 (Red)
BOOSTER (Green Circle)	50 ≤ <60 (Magenta)	
	60 ≤ <80 (Blue)	
	80 ≤ <100 (Yellow)	
	100 ≤ <110 (Cyan)	
	≥110 (Red)	



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**CITY OF COACHELLA**  
APPENDIX E  
2030 AVERAGE DAY DEMAND

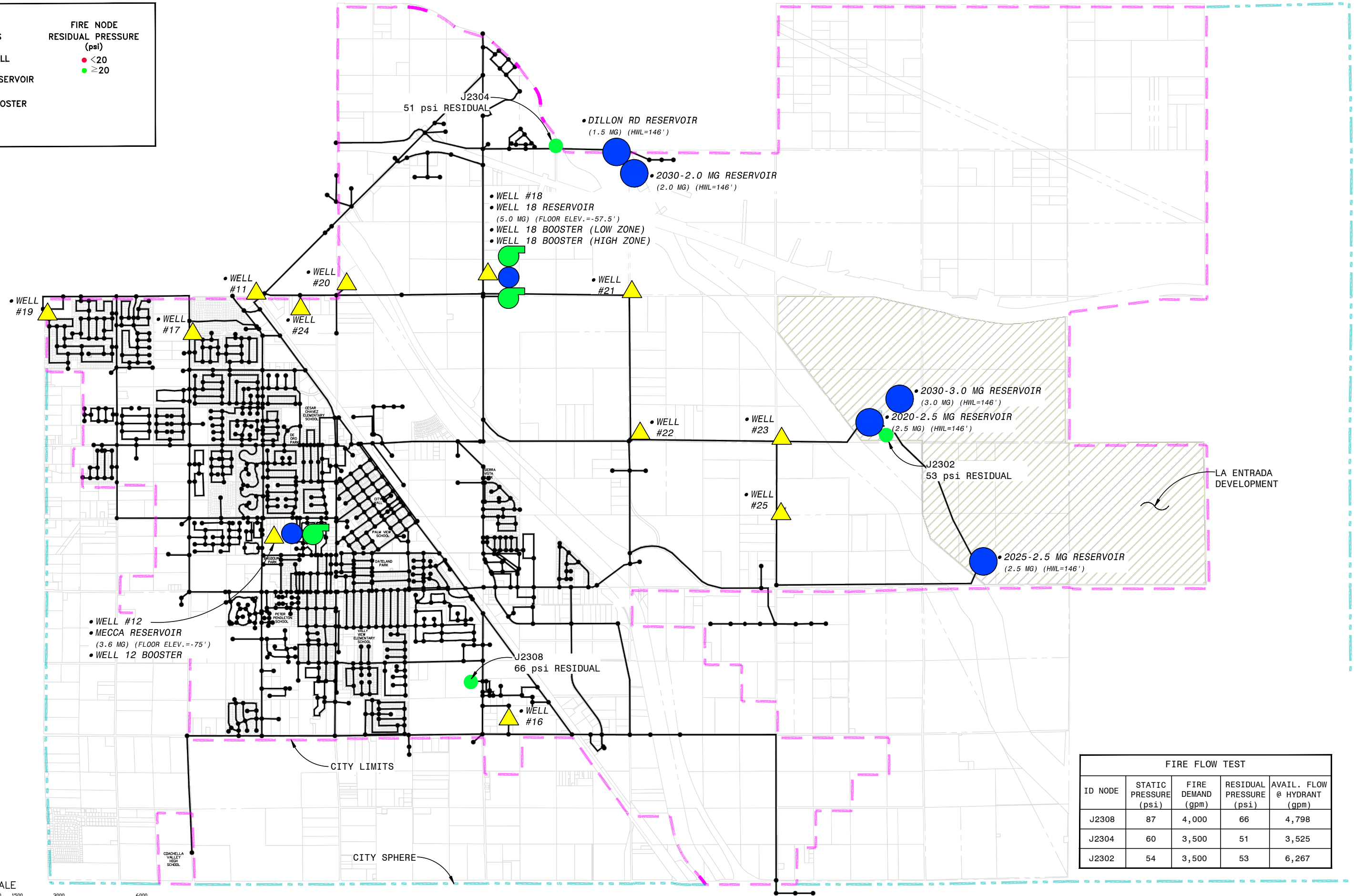
**LEGEND**

**FACILITIES**

-  WELL
-  RESERVOIR
-  BOOSTER

**FIRE NODE RESIDUAL PRESSURE (psi)**

-  <20
-  ≥20



FIRE FLOW TEST				
ID NODE	STATIC PRESSURE (psi)	FIRE DEMAND (gpm)	RESIDUAL PRESSURE (psi)	AVAIL. FLOW @ HYDRANT (gpm)
J2308	87	4,000	66	4,798
J2304	60	3,500	51	3,525
J2302	54	3,500	53	6,267

**GRAPHIC SCALE**

(IN FEET)

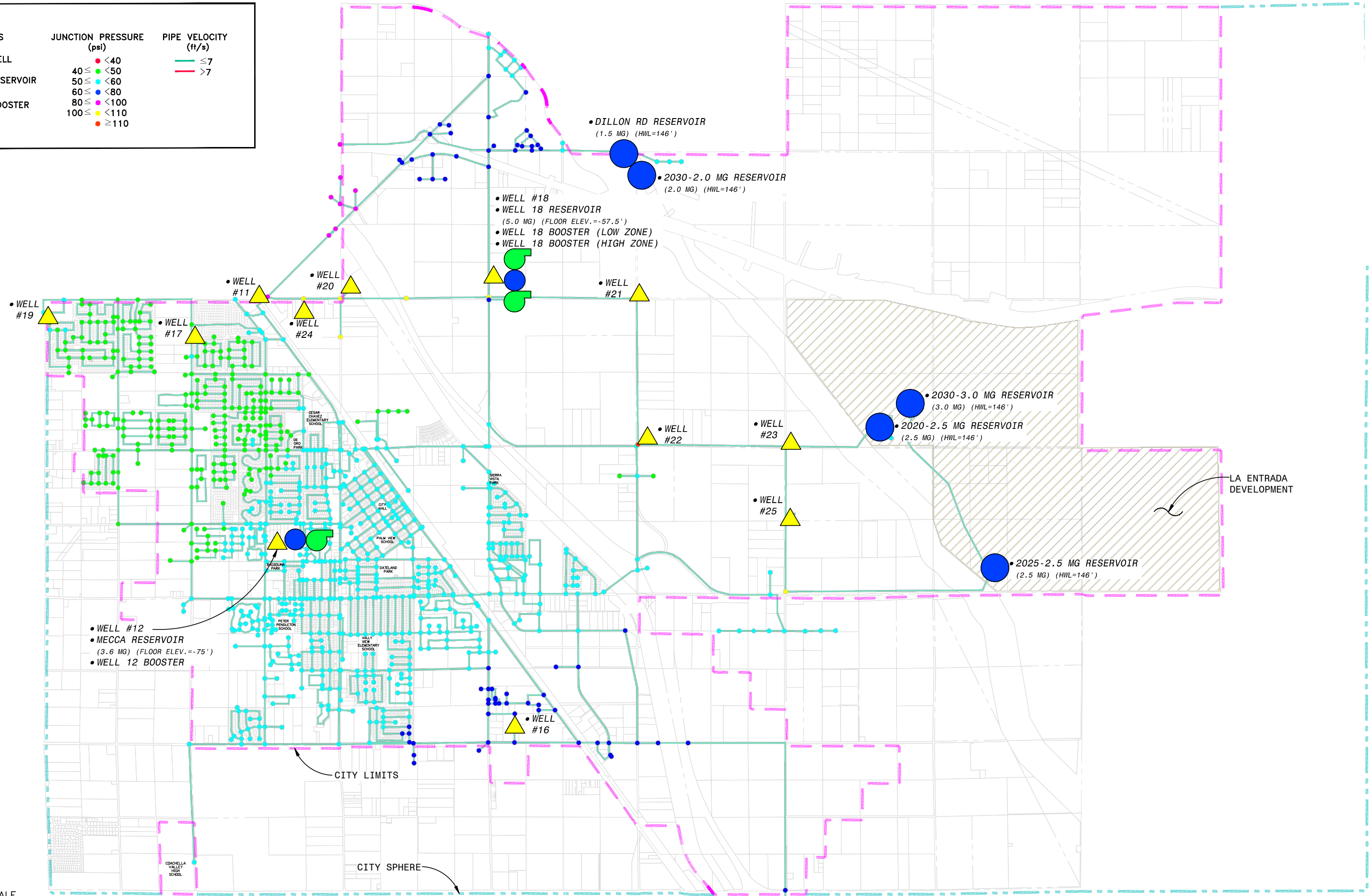
1 INCH = 1500 FEET

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 FAX: (951) 680-0490

**CITY OF COACHELLA**  
 APPENDIX E  
 2030 MAX DAY DEMAND + FIRE FLD

**LEGEND**

FACILITIES	JUNCTION PRESSURE (psi)	PIPE VELOCITY (ft/s)
WELL	<40	≤7
RESERVOIR	40 ≤ <50	>7
BOOSTER	50 ≤ <60	
	60 ≤ <80	
	80 ≤ <100	
	100 ≤ <110	
	≥110	



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**GRAPHIC SCALE**

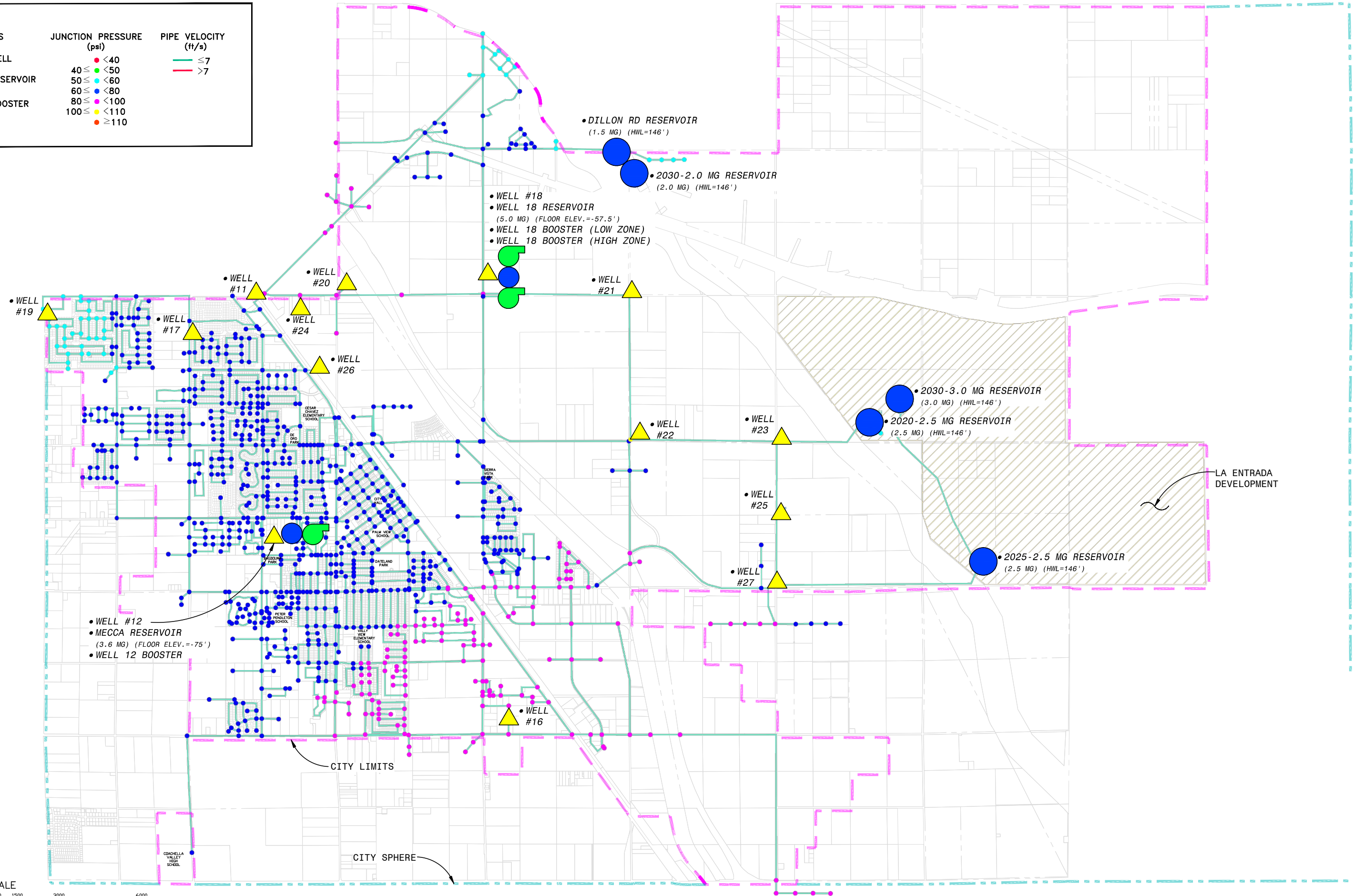
1 INCH = 1500 FEET

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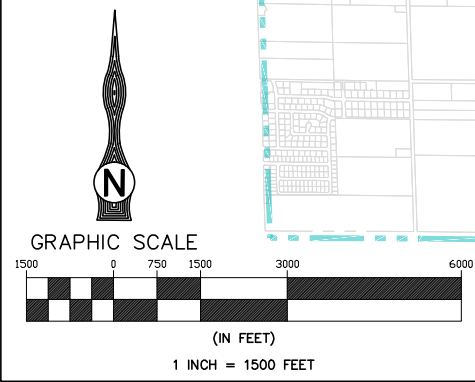
**CITY OF COACHELLA**  
 APPENDIX E  
 2030 PEAK HOUR DEMAND

**LEGEND**

FACILITIES	JUNCTION PRESSURE (psi)	PIPE VELOCITY (ft/s)
WELL (Yellow Triangle)	<40 (Red)	≤7 (Green)
RESERVOIR (Blue Circle)	40 ≤ <50 (Orange)	>7 (Red)
BOOSTER (Green Circle)	50 ≤ <60 (Yellow)	
	60 ≤ <80 (Light Blue)	
	80 ≤ <100 (Pink)	
	100 ≤ <110 (Light Purple)	
	≥110 (Dark Purple)	



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**CITY OF COACHELLA**  
APPENDIX E  
2035 AVERAGE DAY DEMAND



ITEM 13.b.

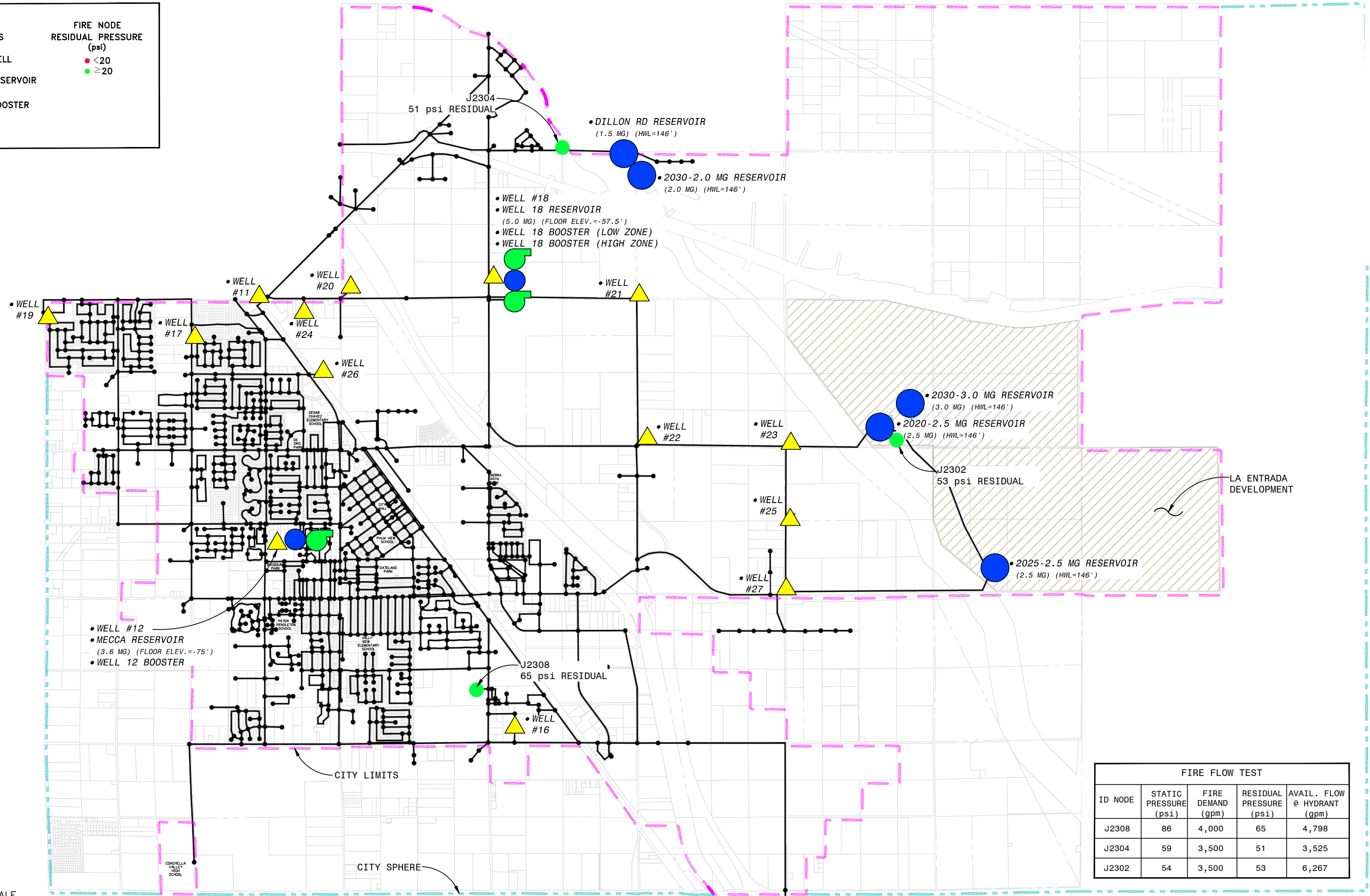
**LEGEND**

**FACILITIES**

-  WELL
-  RESERVOIR
-  BOOSTER

**FIRE NODE RESIDUAL PRESSURE (psi)**

-  <20
-  ≥20



**FIRE FLOW TEST**

ID NODE	STATIC PRESSURE (psi)	FIRE DEMAND (gpm)	RESIDUAL PRESSURE (psi)	AVAIL. FLOW @ HYDRANT (gpm)
J2308	86	4,000	65	4,798
J2304	59	3,500	51	3,525
J2302	54	3,500	53	6,267

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**GRAPHIC SCALE**

(IN FEET)

1 INCH = 1500 FEET

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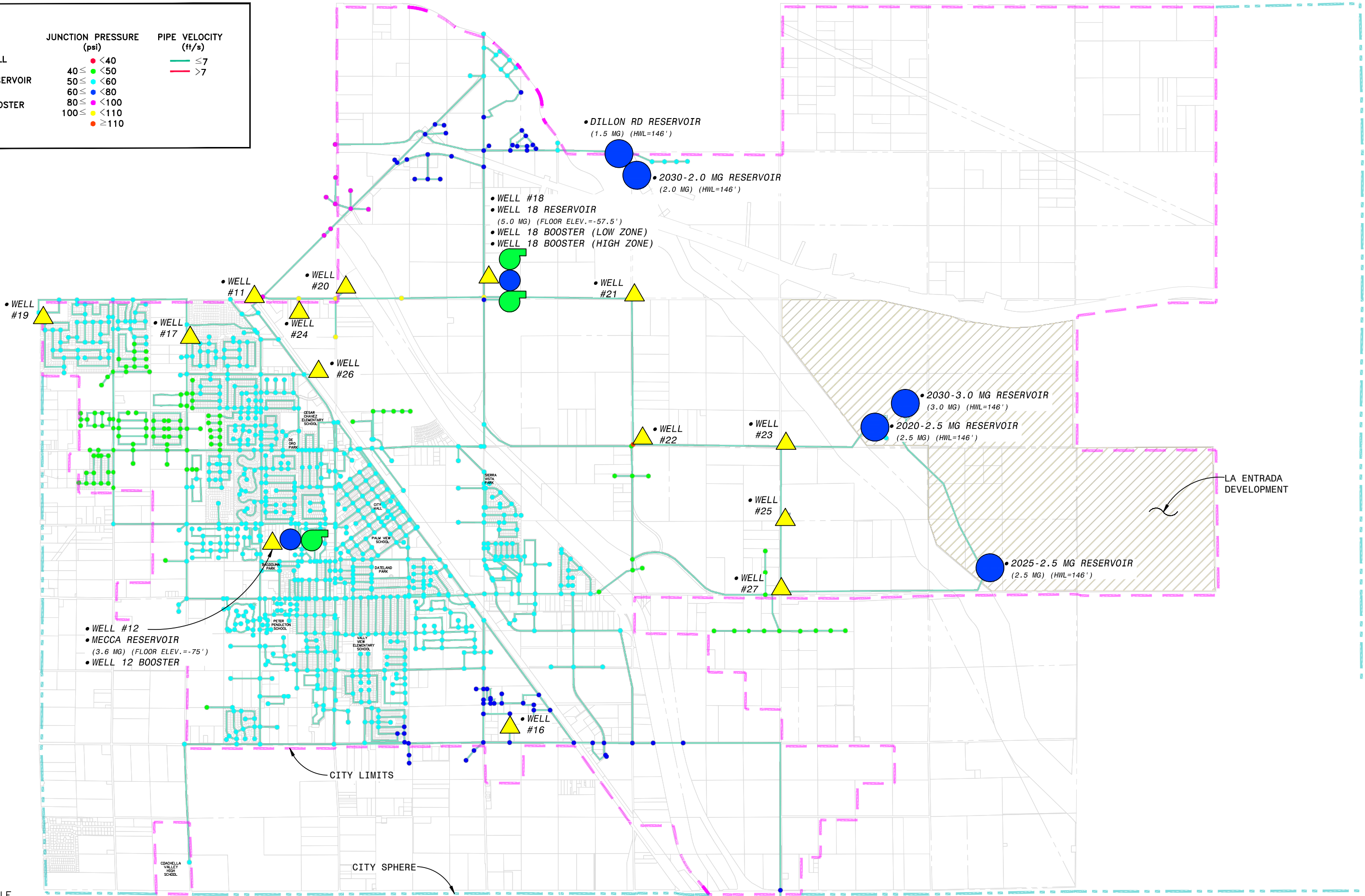
**CITY OF COACHELLA**

APPENDIX E  
2035 MAX DAY DEMAND + FIRE FLOW



**LEGEND**

FACILITIES	JUNCTION PRESSURE (psi)	PIPE VELOCITY (ft/s)
▲ WELL	<40	≤7
● RESERVOIR	40 ≤ <50	>7
● BOOSTER	50 ≤ <60	
	60 ≤ <80	
	80 ≤ <100	
	100 ≤ <110	
	≥110	



-285-

**GRAPHIC SCALE**

1 INCH = 1500 FEET

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 RIVERSIDE, CA 92507  
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**CITY OF COACHELLA**  
 APPENDIX E  
 2035 PEAK HOUR DEMAND

ITEM 13.b.

**Coachella Water Authority  
2016 Water Master Plan  
CIP SUMMARY**

ITEM 13.b.

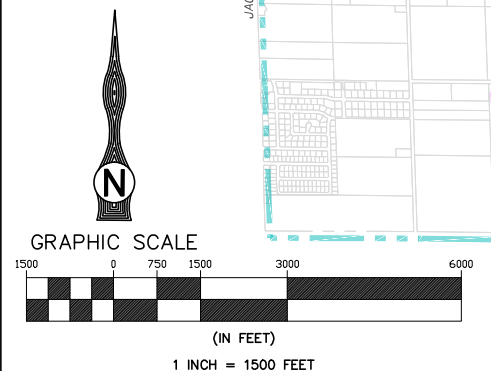
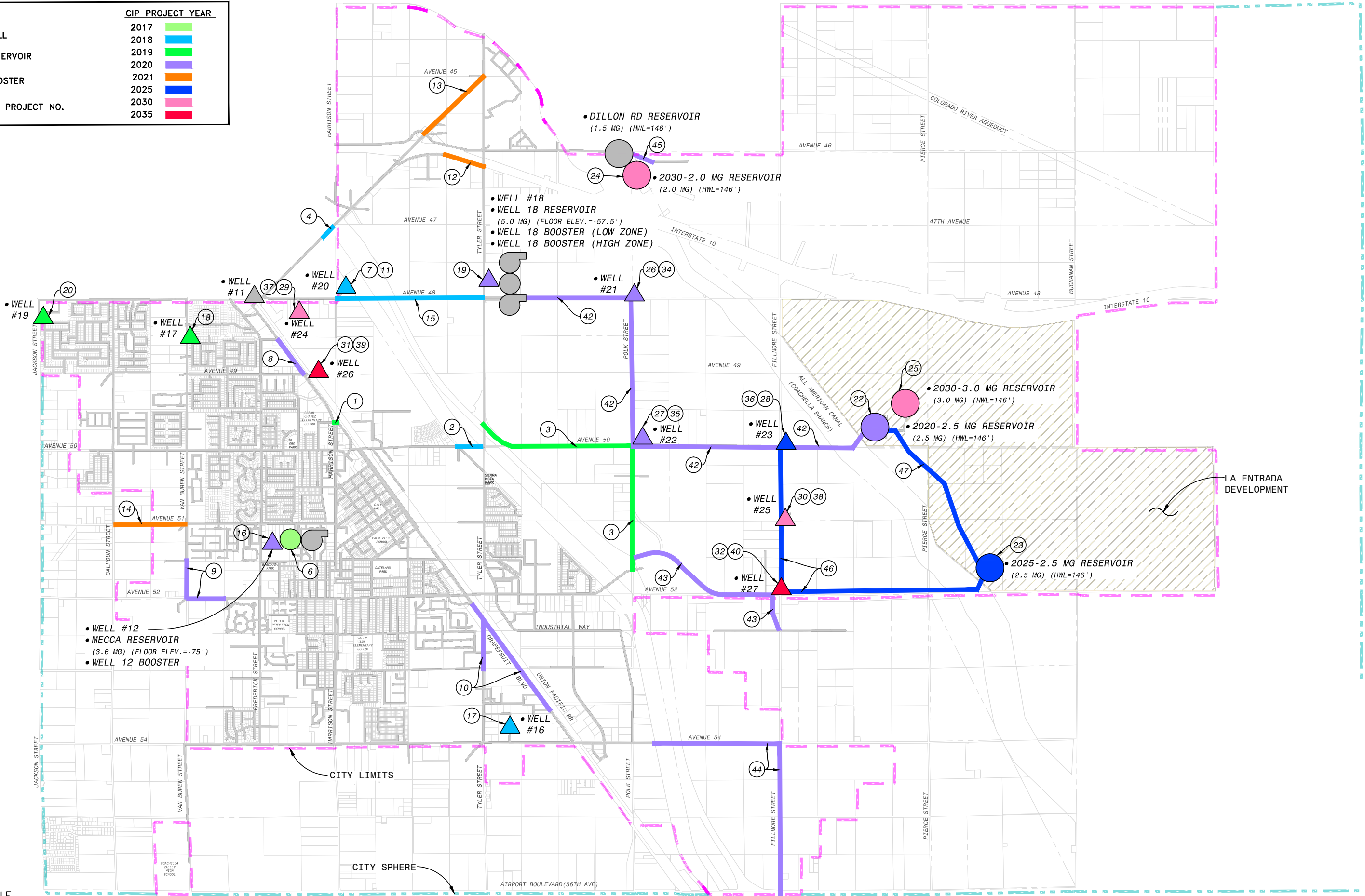
CIP No.	Project Name	Year							
		2017	2018	2019	2020	2021	2025	2030	2035
<b>Storage Reservoirs</b>									
6	3.6 MG Reservoir Interior Relining	\$ 0.38							
22	2.5 MG Storage (150+ Zone)				\$ 4.69				
23	2.5 MG Storage (150+ Zone)						\$ 4.69		
24	2.0 MG Storage (150 Zone)							\$ 3.75	
25	3.0 MG Storage (150+ Zone)							\$ 5.63	
<b>Pipelines</b>									
1	8" Waterline Interconnection @ Grapefruit Blvd/Park Ln & Harrison Street.			\$ 0.21					
2	Whitewater Wash Bridge Pipeline @ Ave 50		\$ 0.70						
3	Ave 50 - Tyler to Polk St & Polk Street - Ave 50 to Ave 52			\$ 2.93					
4	Whitewater Wash Bridge Pipeline @ Dillon Road		\$ 0.27						
5	4 Hot Tap Isolation Valves	\$ 0.08							
8	Grapefruit Blvd - Ave 49 to Ed Mitchell Drive				\$ 0.41				
9	Van Buren Ave - Coral Mountain School to Ave 52 & Ave 52 - Van Buren Ave to Primativo Dr				\$ 0.69				
10	Grapefruit - Ave 52 to Ave 54 & Tyler Street - Old Ave 53 to Grapefruit Blvd				\$ 1.67				
12	Vista Del Sur - Tyler Street to 2000' West towards Dillon Rd					\$ 0.50			
13	Dillon Road - Vista Del Norte to Ave 44					\$ 1.11			
14	Ave 51 - Calhoun to Van Buren					\$ 0.65			
15	150 Zone Looping Pipeline		\$ 1.85						
42	Sub Area 14 Transmission Pipeline (Phase 1)				\$ 6.96				
43	Sub Areas 8 and 15 Transmission Pipeline				\$ 2.63				
44	Sub Area 16 Transmission Pipeline				\$ 3.09				
45	Sub Area 13 Transmission Pipeline				\$ 0.19				
46	Sub Area 14 Transmission Pipeline (Phase 2)						\$ 5.03		
47	Sub Area 14 Looping Transition Pipeline						\$ 2.34		
48	Aging Pipeline Replacement	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 6.00	\$ 7.50	\$ 7.50
<b>Well Production</b>									
7	Well 20 (150 Zone)		\$ 3.75						
26	Well 21 (150+ Zone)				\$ 3.75				
27	Well 22 (150+ Zone)				\$ 3.75				
28	Well 23 (150+ Zone)						\$ 3.75		
29	Well 24 (150 Zone)						\$ 3.75		
30	Well 25 (150+ Zone)						\$ 3.75		
31	Well 26 (Low Zone)								\$ 3.75
32	Well 27 (150+ Zone)								\$ 3.75
<b>Treatment Facilities</b>									
16	Well 12				\$4.80				
17	Well 16		\$ 4.80						
18	Well 17			\$ 4.65					
19	Well 18				\$4.80				
20	Well 19			\$ 14.55					
11	Well 20		\$ 4.80						
34	Well 21				\$ 4.80				
35	Well 22				\$ 4.80				
36	Well 23					\$ 4.80			
37	Well 24						\$ 4.80		
38	Well 25						\$ 4.80		
39	Well 26							\$ 4.80	
40	Well 27							\$ 4.80	
<b>Total (Million)</b>		\$ 1.95	\$ 17.68	\$ 23.83	\$ 48.52	\$ 3.76	\$ 26.61	\$ 33.98	\$ 24.60
					<b>5 Year Total (\$M)</b>	\$ 95.74		<b>Total (\$M)</b>	\$ 180.92

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**LEGEND**

- ▲ WELL
- RESERVOIR
- ⊕ BOOSTER
- ⊙ CIP PROJECT NO.

CIP PROJECT YEAR	
2017	Light Green
2018	Light Blue
2019	Light Green
2020	Light Purple
2021	Light Orange
2025	Light Blue
2030	Light Purple
2035	Light Red



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**CITY OF COACHELLA**  
APPENDIX F  
CAPITAL IMPROVEMENT  
PROGRAM



**ITEM 14.a.**





**STAFF REPORT**  
**2/13/2019**

**ITEM 14.a.**

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

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

**SUBJECT:** Desert Research Park #2 Commercial Cannabis Project Modification, including the following applications:

- 1) Resolution No. 2019-01, approving an Addendum to Environmental Assessment (EA 17-02) adopting an Addendum to the Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA) Guidelines;
- 2) Resolution No. 2019-02, approving Conditional Use Permit (CUP 280) Modification No. 1 and Architectural Review (AR 17-04) Modification to allow six freestanding buildings totaling 505,520 square feet including 98,520 square feet of indoor grow building area and 404,308 of greenhouse building area and a total of 668 parking spaces;
- 3) Resolution No. 2019-03 approving Variance No. 18-05 to allow increased roof heights on two buildings from 45 ft. to 54 ft. and the top parapet height from 50 ft. to 59 ft. and from 54 ft. to 61 ft.;
- 4) Ordinance No. 1133, approving a Development Agreement between the City of Coachella and Desert Rock Development LLC for the Desert Research Park #2 Project. (First Reading)

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve the Desert Research Park #2 Modification Project by taking the following actions:

- 1) Adopt Resolution No. 2019-01 approving an Addendum to the Mitigated Negative Declaration and Mitigation Monitoring Program (EA 17-02) for the Desert Research Park 2 Project, located west of Harrison Street, south of Avenue 48 in accordance with the California Environmental Quality Act (CEQA) Guidelines.
- 2) Adopt Resolution No. 2019-02 approving Conditional Use Permit No. 280 (Modification No. 1) and Architectural Review 17-04 (Modification) to allow two industrial buildings and four greenhouse grow buildings totaling 505,520 square feet with 98,520 square feet of indoor grow area and 404,308 square feet of greenhouse building area and 668 parking spaces;
- 3) Adopt Resolution No. 2019-03 approving Variance 18-05 to increase roof heights from 45 ft. to 54 ft. and the top parapet wall height from 50 ft. to 59 ft. and from 54 ft. to 61 ft.
- 4) Introduce for 1st reading, by title only, Ordinance No. 1133 approving a Development Agreement between the City of Coachella and Desert Rock Development LLC. (First Reading)

# ITEM 14.a.

This item was continued from the January 23, 2019 City Council meeting, in order to have a study session on cannabis industrial greenhouses, which took place on February 6, 2019. The above referenced applications are proposed on a 20-acre site that has been the location of Desert Truck and Auto Parts for the past 40 years. The site is illustrated on the aerial photograph below:





# ITEM 14.a.

The following aerial photograph illustrates surrounding land uses that consist of industrial park uses and vacant land. Immediately south of the project is vacant land that has been approved for an industrial park. Properties to the north have been approved for commercial cannabis operations, as have properties to the west, east, northwest and southwest.



The following photographs illustrate the on-site conditions of the property that consist of auto towing and dismantling operations, which existed on the property for many years.

# ITEM 14.a.



Photo No. 1 – Southwest view of onsite office and storage buildings.



Photo No. 2 – Northeast view of onsite building.



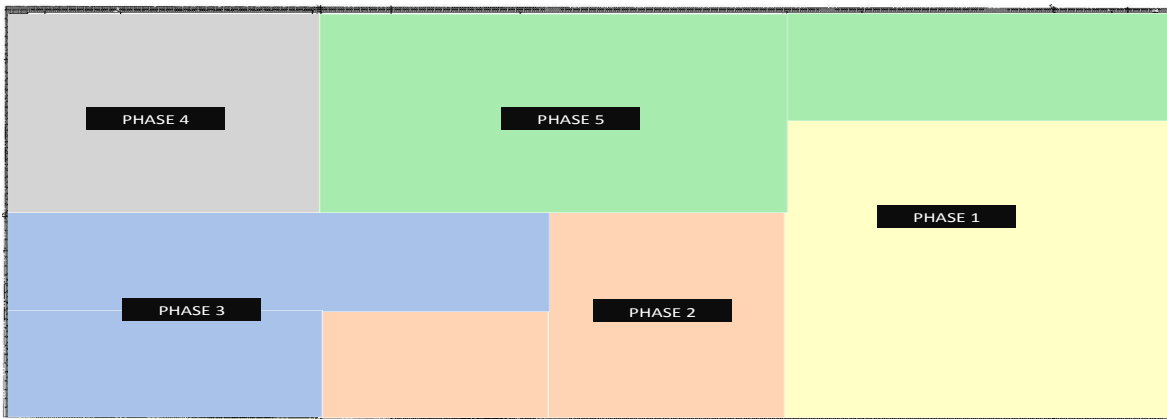
## Original Project Approval

On October 25, 2017 the City of Coachella City Council approved the Desert Research Park 2 Project that consisted of the following: A Water Supply Assessment, Conditional Use Permit No. 280, Architectural Review 17-04, Parcel Map 37266 and Environmental Assessment 17-02. The original project proposed 14, 49,260 square foot buildings and 2, 25,620 square foot buildings that totaled 740,880 square feet and 1031 parking spaces as illustrated on the exhibit below. The original project also included an interim use facility that was proposed for 64 grow containers, portable restrooms, a guard shack, driveway approach along Harrison Street and construction of a retention basin.



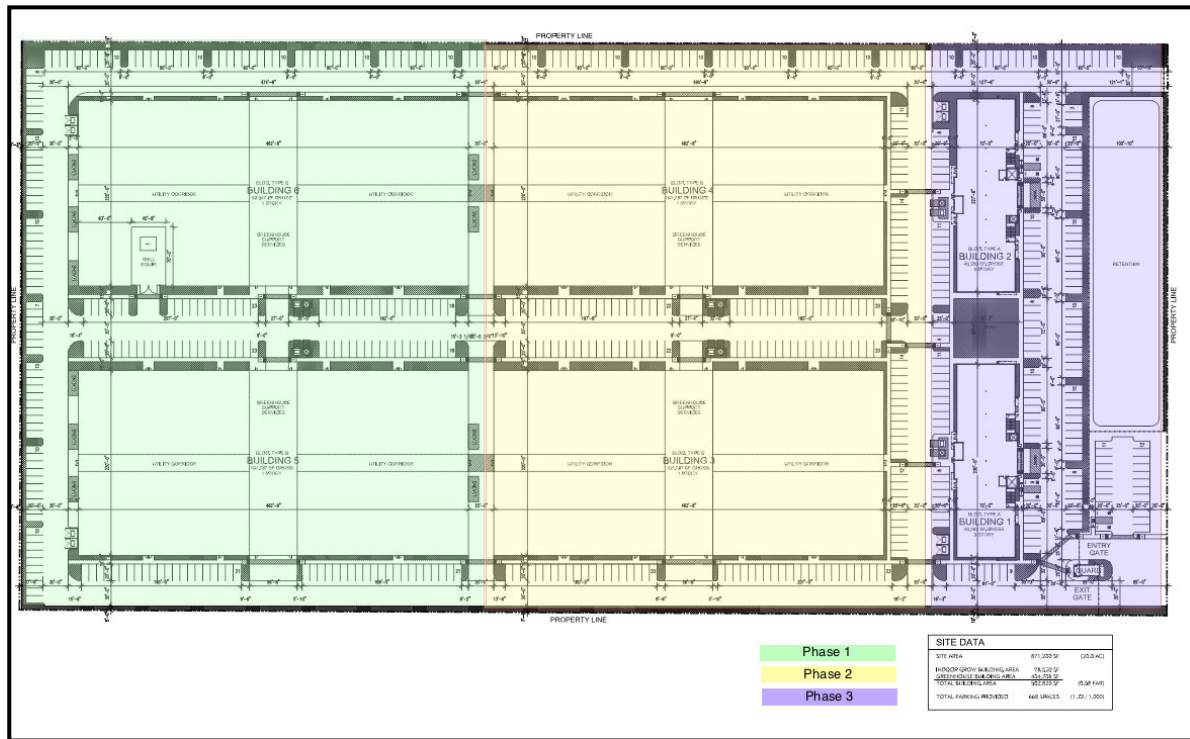
## Phasing Plan:

The original plan proposed 16 buildings that would be constructed in five phases as illustrated below:



# ITEM 14.a.

The modified project will have a revised phasing plan that will develop the site in three phases as illustrated below. Phase 1, shown in green, includes two greenhouse structures and associated parking on the west side of the site. Phase 2 includes the area shown in yellow and includes two greenhouse structures and associated parking. Phase 3, shown in purple includes the two permanent buildings that front Harrison Avenue along with associated parking.



## Overview of Desert Research Park #2 Revised Project C.U.P. and Architectural Review

The following table illustrates the changes between the approved Desert Research 2 Project and the proposed modifications proposed by the modified Desert Research Park 2 Project:

Building Type	Approved Project	Proposed Project	Difference
Indoor Grow Building Area	740,880 Square Feet	98,520 Square Feet	642,360 Square Feet (decrease)
Greenhouse Building Area	0 Square Feet	404,308 Square Feet	404,308 Square Feet (increase)
Parking	1,031 Spaces	668 Spaces	363 Spaces (decrease)
Building Height	Three-Story-50 ft. maximum	Roof height to 54 ft. Parapet Wall to 59 ft. Parapet Wall to 61 ft.	4 ft. over limit 9 ft. over limit 11 feet over limit

The exhibit below illustrates the modified site plan for the Desert Research Park 2 Project and illustrates the two freestanding buildings facing Harrison Avenue, the 4 greenhouse structures that are proposed, the 668 parking spaces and the retention basin adjacent to Harrison Avenue. Additionally, the revised project has eliminated the proposed interim use facility which proposed temporary cannabis cultivation/manufacturing uses during construction.



## ARCHITECTURAL REVIEW MODIFICATION:

Architectural Review 17-04 was approved for the original Desert Research Park 2 project in October 2017. As stated previously, the original architectural review approval consisted of 16 free standing buildings that were proposed for commercial cannabis cultivation, manufacturing and distribution as illustrated below:



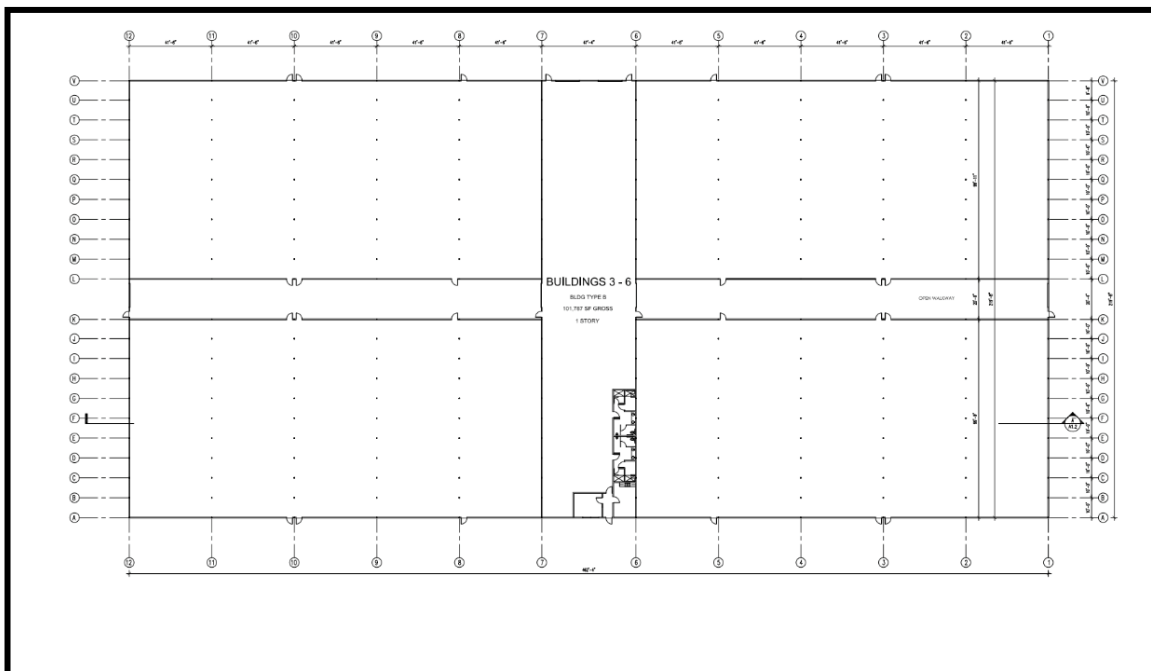
# ITEM 14.a.

The proposed modification to Architectural Review 17-04 would replace 14 of the free-standing buildings with four greenhouse structures and instead of four buildings that “side on to” Harrison Street, two buildings would turn 90 degrees to front Harrison Street as depicted below:



The architecture and colors on these two buildings remain as was approved on the original Desert Research Park 2 project.

As stated previously, the revised Architectural Review proposes the replacement of 14 freestanding buildings with 4 greenhouse structures. The greenhouse structures are located behind the two buildings that front Harrison Street. The four proposed greenhouse buildings would be approximately 462 feet in length, 220 feet in width, and 25 feet in height to the top of the greenhouse peaks as illustrated below:



# ITEM 14.a.

A decorative louvered metal facade extends across the south, west and east side of the greenhouse structures. This decorative louvered facade extends above the peaks of the greenhouse structure and varies in height from 27 feet to 30 feet as illustrated below:



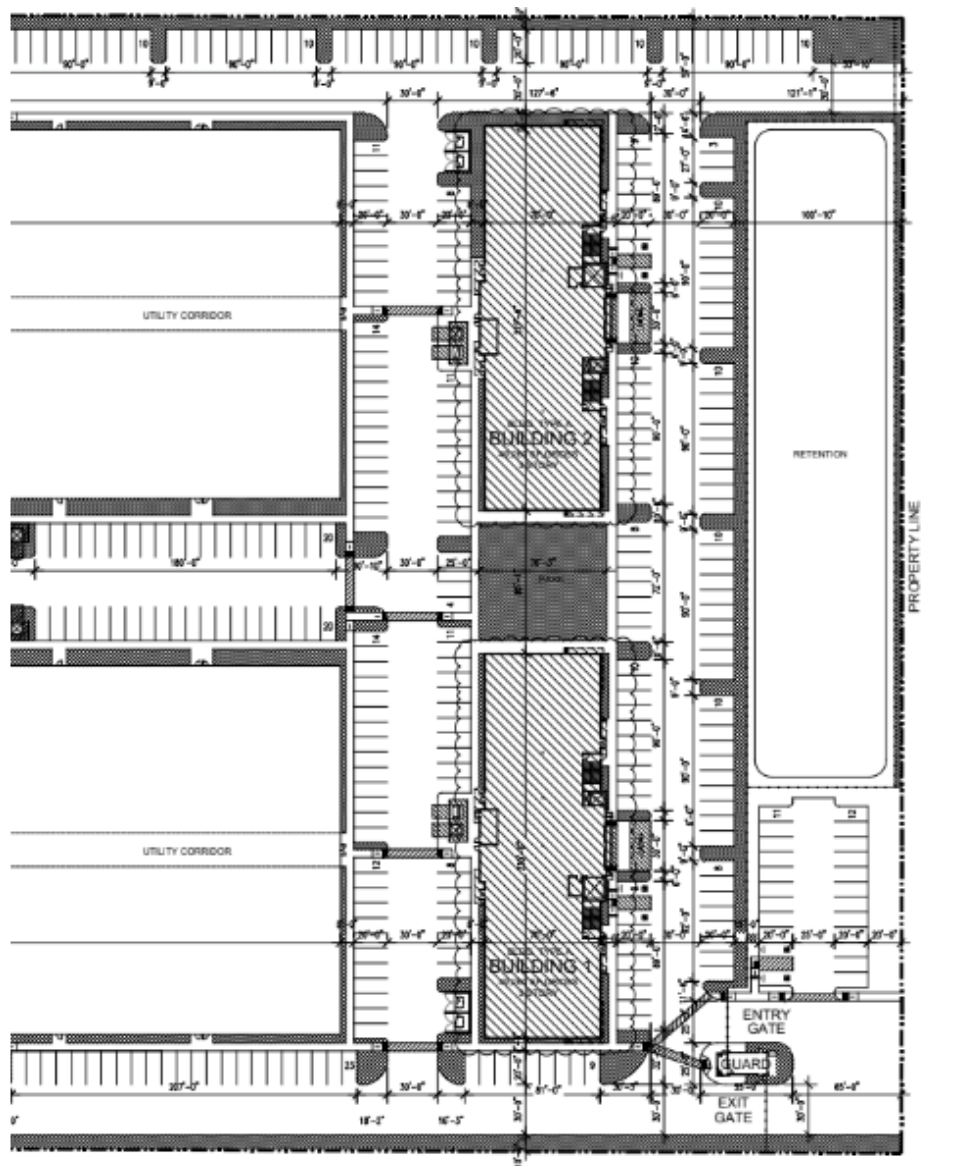
# ITEM 14.a.



## **VARIANCE NO. 18-05:**

Variance No. 18-05 is an application that proposes a variance from Section 17.30.030 C2 that limits the height of buildings or structures in the M-W (Wrecking Yard) zone to 50 feet. As proposed, the two freestanding buildings that front Harrison Street propose roof heights of 54 feet and parapet walls as high as 61 feet, in excess of the 50 foot height limit specified for the M-W (Wrecking Yard) zone as illustrated on the exhibit below.





SITE DATA		
SITE AREA	871,200 SF	(20.0 AC)
INDOOR GROW BUILDING AREA	98,530 SF	
GREENHOUSE BUILDING AREA	404,308 SF	
TOTAL BUILDING AREA	502,838 SF	(0.58 FAR)
TOTAL PARKING PROVIDED	668 SPACES	(1.32 / 1,000)

 HEIGHT INCREASE FOR BLDGS. 1 & 2

The owners have recently procured a buyer (end user) for the project that would like to use the three story buildings for cannabis cultivation uses. As such there is a desire to increase the interior ceiling height of the structures on each floor to clear at least 15 feet of interior height. This has caused the need to exceed the City’s height limit while maintaining the integrity of the approved architectural features and uses of the buildings.

The request by Desert Rock Development proposes a variance in order to exceed the allowable 50-foot building height in the M-W (Wrecking Yard) zone. Building height standards are put in place to limit the aesthetic massing of buildings and preserve views to and from the industrial

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sectors. Additionally, height limits keep new industrial buildings from creating incompatible structures to the vicinity by obstructing light and air to surrounding properties.

The subject site has been used for almost four decades as an automobile and truck wrecking yard. The property fronts on Harrison Street and has a rectangular shape where the length of the lot is roughly two times the width of the property. The proposed two-three story buildings are setback a minimum of 180 feet from Harrison Street. Adjacent properties are all designated Industrial District on the General Plan and are either zoned M-W (Wrecking Yard) or are zoned M-S (Manufacturing Service). Variance No. 18-05 proposes to exceed the allowable 50-foot building height to allow the roof heights and parapet walls around the building roofline to range in height from 54 feet a maximum of 61 feet as illustrated on the above exhibit.

In staff's opinion, the strict application of the Zoning Code would limit the prior-approved three-story buildings to a shorter ceiling height and would not be able to create viable cannabis cultivation spaces within each floor. As such, the owner would need to remove the top floor or prohibit cultivation uses on some of the floors. Accordingly, staff believes that there are unique circumstances applicable to the site that warrants the granting of a variance.

In order to grant a variance, the Commission must make all the following findings in the affirmative, as specified in Section 17.76.020-B of the City Zoning Code.

- *That the strict application of the provisions of this chapter would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the chapter.*
- *That there are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings, that do not apply generally to other property in the same zone and vicinity.*
- *That such variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity, but which, because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question.*
- *That the granting of such variance will not be materially detrimental to the public of the lot welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located*
- *That the granting of the variance will not adversely affect any element of the general plan.*

Staff finds that the subject rectangular shaped lot makes strict compliance with the height limit difficult due to the owner's desire to maximize the three-story construction. The maximum height limit restricts the additional ceiling height necessary for indoor cultivation of cannabis and would severely restrict the owner's use of the property as previously approved by the City to have a three-story multi-tenant industrial park. Additionally, the buildings are setback 180 feet from Harrison Street thereby minimizing the impact the additional 14 foot building height will have on adjacent properties and views from Harrison Street. Based on these facts and others, staff has prepared

findings for approval of this Variance request as contained in Resolution 2019-03.

## **DEVELOPMENT AGREEMENT:**

The proposed Agreement was prepared in conjunction with the City Attorney, City Manager and Development Services Director. The structure of the Agreement has the Applicant owning the Project and entering into leases with individual operators who will obtain regulatory permits from the City and will be planting, growing, cultivating, harvesting, processing, drying, trimming, testing, extracting and manufacturing commercial cannabis products.

The Agreement is being proposed to vest the developments rights of the applicant for a period of 7 years (with an option for one three year extension) and to impose fees on the Project, in addition to the fees specified in the City's Municipal Code for development agreements, including both a Production Fee based on gross receipts of developers cultivation and manufacturing and a Facility Fee consistent with voter approved Measure II, the Coachella Marijuana Tax.

## Hydrology

The project includes an on-site retention basin parallel to Harrison Street that will be constructed to capture and contain impervious runoff that results from onsite development. The retention basin will be landscaped as shown on the conceptual landscape plan.

The City Engineer has reviewed the hydrology report submitted for this project and concurs with the plan as presented.

## Circulation

A revised traffic impact analysis was prepared for the Project that concluded that the revised project would generate approximately 933 fewer trips than projected in the prior traffic impact analysis that was prepared for the original project. The revised study determined that under all scenarios the study area intersections are expected to operate at acceptable level of service levels. The project has been conditioned to pay TUMF fees, "fair share" traffic signal fees and improve Harrison Street as approved by the City Engineer.

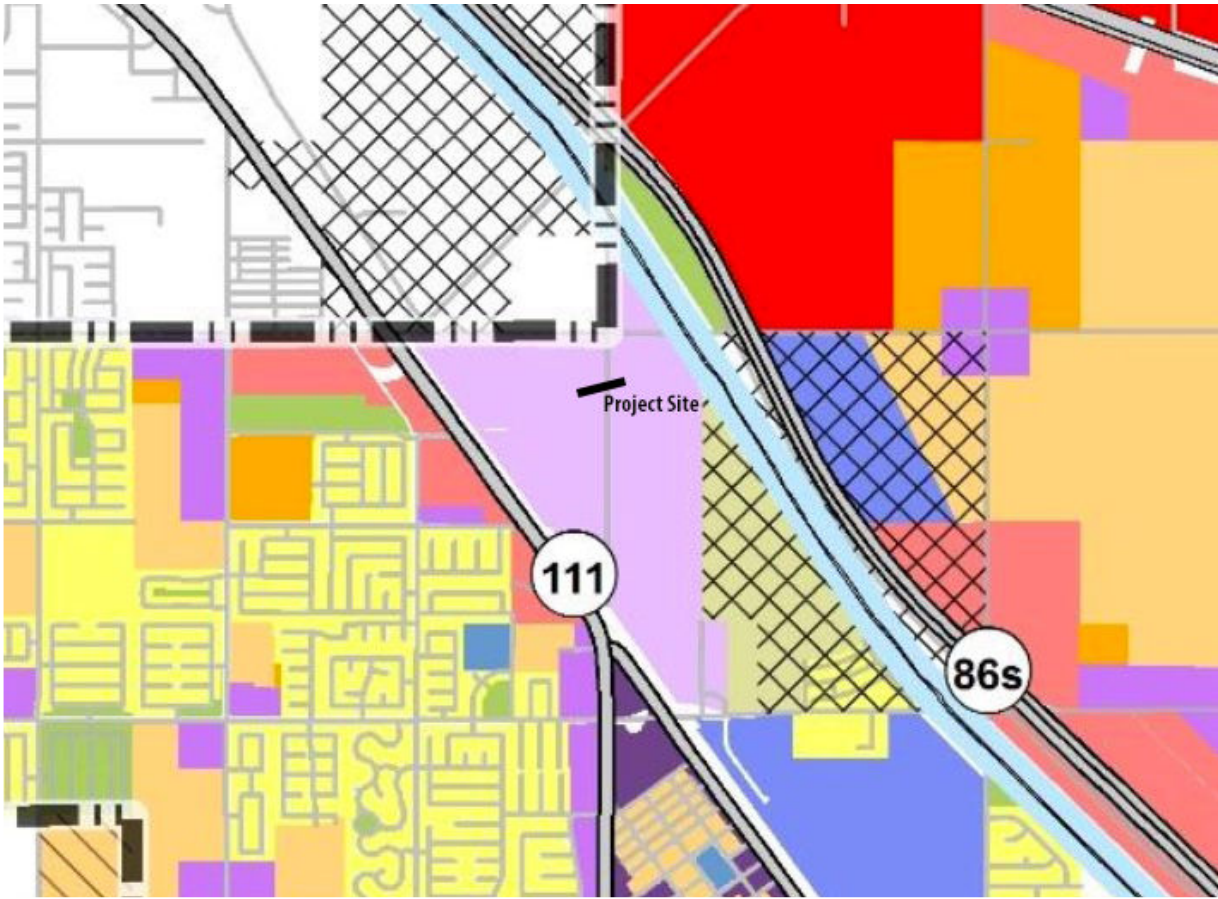
## **DISCUSSION/ANALYSIS**

### Environmental Setting:

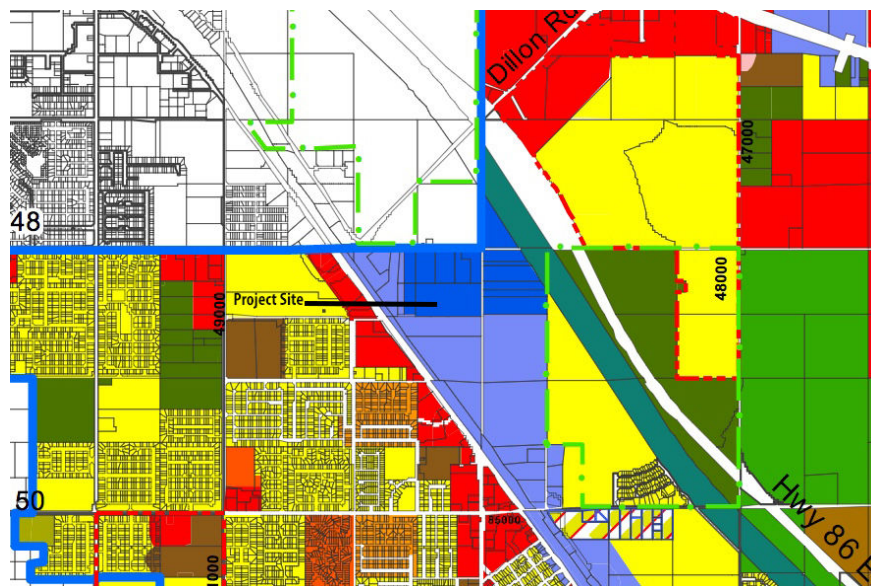
The proposed project is located on 20 acres of developed land within the M-W (Wrecking Yard) Zone. Over the past forty years, the site has been used as a vehicle wrecking yard. All structures and vehicles will be cleared prior to any earthmoving operations.

The site is designated "Industrial District" on the 2035 Coachella General Plan as illustrated below:

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The project site is zoned Wrecking Yard (M-W) as illustrated on the exhibit below:



The following exhibit and photographs illustrate the disturbed nature of the site along with surrounding land uses. The area to the east across Harrison Street is zoned M-W and consists of auto wrecking facilities, while the area to the south is zoned M-S and consists of prior agricultural uses. The City approved a tentative parcel map a few years ago on this 50-acre site that proposed 38 lots ranging in size from roughly half acre to two and a half acre lots. Land uses to southeast consist of a date palm grove, however in 2017 the City approved the Date Palm Business Park project on this 82-acre parcel. Additionally, in 2016 the City approved the Coachella Warehouses commercial cannabis cultivation project adjacent to this site to the north as well as the CTI medical cannabis project north of the site. The Coachella Brands project is located north and west of the proposed Desert Rock 2 facility. The Coachella Warehouses Project is currently under construction.

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## Architectural Theming

The two freestanding buildings fronting Harrison Avenue have been designed using the latest methods and materials to provide modern indoor high-tech agricultural grow and processing facilities for the future tenants. The three story buildings will be constructed using a painted multi-hued concrete tilt-up panel system exterior with steel columns supporting a steel beam and truss system for floor and roof support topped with a composite concrete deck system. The exterior elevations will be highlighted by steel framed accent elements covered in a painted EIFS or Stucco system that create overhead shade elements while also breaking up the exterior facade. Judicious use of varied accent colors will aid in building identification and way finding. The concrete tilt up panels vary in height and extend at least 5 feet and often as high as 7 feet above the roof level forming varying height and depth to the building elevations for architectural interest as well as providing screening to the roof mounted mechanical equipment and solar panels. All mechanical heating, ventilation, air conditioning and agriculture climate control system equipment will be located in the interior of the building above the ceiling level. Condenser and intake/exhaust fan units will be placed on the roof of the buildings behind the built in screening elements. All roof water run-off is handled by roof-mounted catch basins that are connected to the storm water system utilizing hidden downspouts located in the interior of the building. A low-E dual glazed clear anodized aluminum door and glazing system will be utilized to allow natural light into the office, lab and employee support areas. Painted hollow metal doors with integral painted metal frames will be used for all utility main doors while painted metal roll-up doors will be used for all loading doors. The following exhibit illustrates the two buildings that front Harrison Street:



The proposed greenhouse structures include an 8mm acrylic roof and walls that are composed of twin wall polycarbonate material as illustrated below:

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Each of the greenhouse structures will incorporate a filtration system that filters air from the greenhouses before exhausting through the roof as illustrated below:



Metal louvers will be constructed on the south, east and west sides of the greenhouse structures as illustrated below:



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Consistency with the Coachella General Plan and Zoning

The proposed project is consistent with the General Plan and the City of Coachella Official

Zoning Map. The proposed project is within a land use designation of Industrial District according to the General Plan 2035 Land Use Element that allows industrial development. The site is within Sub-Area 10, the North Employment District as illustrated on the exhibit below. The Conditional Use Permit, Variance and Architectural Review are in compliance with the standards of the Zoning Ordinance with respect to the Wrecking Yard (M-W) Zone, including minimum lot size, minimum lot depth, and minimum lot width. Additionally, the general plan designation and zoning classification accommodate a variety of industrial uses and is consistent with the City's vision for this industrial area. The following list summarizes the permitted locations and standards for commercial cannabis activities:

- A. Commercial cannabis activity may be located in any wrecking yard zone (M-W) or Industrial Park Overlay Zone (IP) in the City, upon issuance of a conditional use permit and a regulatory permit.
- B. Commercial cannabis activity in the M-W zone should be restricted to a site having a minimum of five acres in size, with a minimum paved street frontage of 250 feet.
- C. Commercial cannabis activity must be served by municipal water and sewer services.
- D. Commercial cannabis activity shall be located a minimum distance of 600 feet from any residential zoned lot. The distance shall be measured at the nearest point between any part of the building containing the cannabis use and any lot line of the residential use.
- E. Commercial cannabis cultivation facilities may not be established in the M-W zone on a multi-tenant industrial park or business park site existing on the effective date of this ordinance. A conditional use permit to develop a new stand-alone commercial cannabis facility or a multi-tenant cultivation facility within a minimum site area of five acres may be pursued.
- F. Commercial cannabis activity shall not result in the creation of any odors detectable from anywhere off the property boundaries. The use of carbon filtration systems and other mitigation measures shall be used on all cultivation facilities and operations.
- G: Testing laboratories may be located in the General Commercial zone (C-G) in addition to the M-W zone and IP overlay zone with a CUP, but are not required to meet the two hundred fifty (250) foot paved street frontage requirements in subsection (B) or the restrictions set forth in subsections (D) and (E) of this section.

## Landscaping

A conceptual landscaping plan for the Desert Rock No. 2 project is illustrated below. The project will provide a minimum 10-foot planter with street trees along Harrison Street. The perimeter plantings and parking lot plantings are in compliance with the City's parking lot landscaping regulations. The landscape plan estimates that roughly 19% of the site will be landscaped, in excess of the 5% the City code requires. The plans show Crape Myrtle, Mondel Pine, Bottle Tree, Chilean Mesquite, Shoestring Acacia, Australian Willow, Fruitless Olive and Italian Cypress for perimeter and parking lot landscaping. Shrubs and ground cover include prostrate acacia, trailing lantana, prostate rosemary, autumn sage, deer grass, Mexican bush sage, Cleveland sage and myoporium. Final landscaping plans will be submitted and approved prior to the issuance of a building permit for the project.

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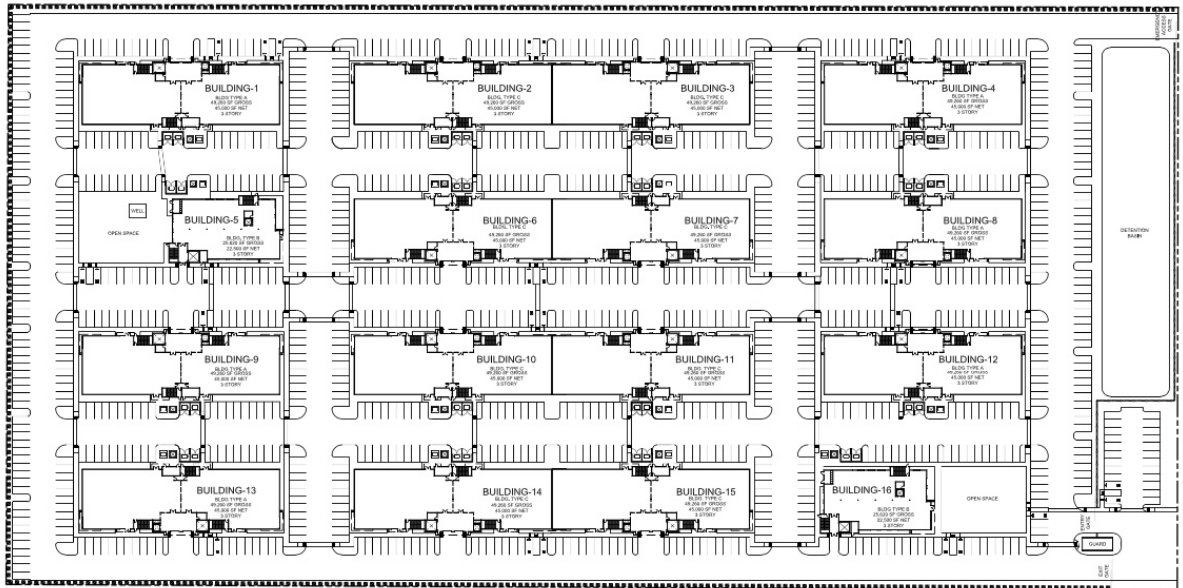


## Walls and Fencing

The project includes two types of perimeter fencing. Along Harrison Street an 8 ft. high open metal tubular fence with 20 inch by 20-inch pilasters, 40 ft. on center is proposed. The remainder of the site will be fenced with an 8 ft. high block wall as illustrated below.

Wrought iron gates are proposed for the main entrance and emergency access along Harrison Street. These gates will be setback from Harrison Street to allow vehicle stacking. Additional gates are proposed along Harrison Street at the projects emergency access driveway. The projects wall and fencing exhibit for the original project is illustrated below. There are no proposed changes regarding walls and fencing on the revised project:

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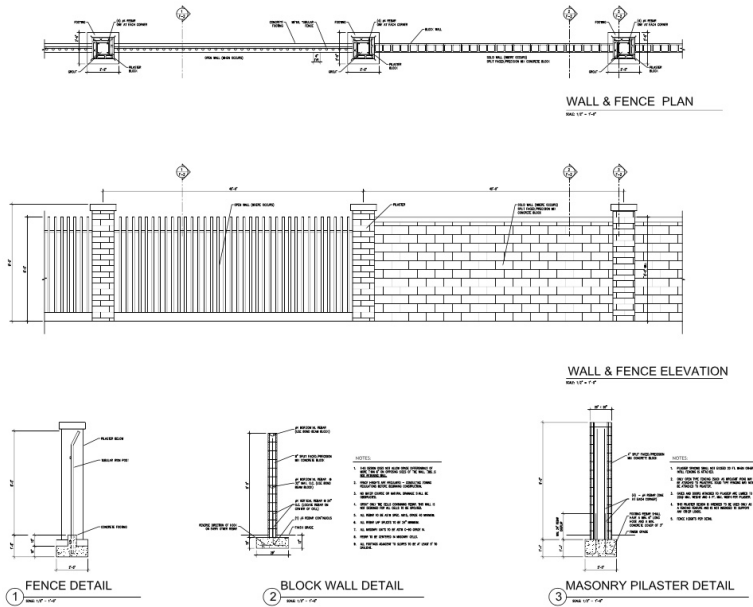
FENCE & WALL SCHEDULE

—————	SOLID WALL ONLY FACED / FINISHED W/ CONCRETE BLDG. W/ 2" x 4" PLASTER @ 4'-0" O.C.
—————	OPEN WALL WITH TYPICAL FINISH W/ 2" x 4" PLASTER AT 4'-0" O.C.



C/O HARRISON STREET

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## **ENVIRONMENTAL REVIEW:**

Environmental Assessment/Initial Study No. 17-02 was prepared for the original project pursuant to the California Environmental Quality Act Guidelines and distributed to responsible agencies for review and comment. Based on that Environmental Assessment/Initial Study and proposed mitigation measures therein, it had been determined that the project would not have a significant impact on the environment and the City Council adopted a Mitigated Negative Declaration for the original project.

An addendum to EA 17-02 has been prepared for the revised Desert Rock 2 project. No significant issues were identified as a part of the addendum to EA 17-02 and staff is recommending that the City Council adopt the addendum to the Mitigated Negative Declaration. A copy of the original initial study, addendum to the initial study and Mitigation Monitoring and Reporting Program is included as Attachment No. 6.

A summary of mitigation measures, which upon implementation, reduces the impacts of the proposed project to a less-than-significant level are incorporated into the proposed conditions of approval and the Mitigation Monitoring and Reporting Program for the subject project. If approved, the developer will be under the same obligation implement these mitigation measures as any other conditions of approval for the project.

As of this writing the City received two written responses from the following agencies regarding the project that are attached to this staff report and are included in Attachment No. 7.

1. Imperial Irrigation District
2. Riverside County Fire Department

## **ALTERNATIVES:**

- 1) Approval of Addendum for EA 17-02 for the subject project; approval of Conditional Use Permit No. 280 (Modification No. 1), Architectural Review No. 17-04 (Modification), Variance 18-05 and a Development Agreement with the findings and conditions as recommended by staff.
- 2) Adoption of Addendum for EA 17-02 for the subject project; approval of Conditional Use Permit No. 280 (Modification No. 1), Architectural Review No. 17-04 (Modification), Variance 18-05 and a Development Agreement with the findings and conditions as recommended and with modifications or additions to the conditions of approval.
- 3) Deny Conditional Use Permit No. 280 (Modification No. 1), Architectural Review No. 17-04 (Modification), Variance 18-05 and the Development Agreement.
- 4) Continue these items and provide staff and the applicant with direction.

## **RECOMMENDED ACTION:**

Staff recommends Alternative #1 above, by opening the public hearing and allowing input from all proponents and opponents of the proposed project, and approving the project by taking the following actions:

1. Adopt Resolution No. 2019-01 adopting an Addendum to the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Environmental Assessment 17-02.
2. Adopt Resolution No. 2019-02 approving Conditional Use Permit No. 280, Modification No. 1 and Architectural Review No. 17-04 (Modification) with the findings and attached conditions of approval
3. Adopt Resolution No. 2019-03 approving Variance 18-05 with the attached findings.
4. Introduce for 1<sup>st</sup> reading, by title only, Ordinance No. 1133 approving the Development Agreement. (*First Reading*)

## **FISCAL IMPACT:**

There are no direct fiscal impacts associated with the approval of this project as it involves private development. The Development Agreement is will create a favorable taxation scheme for the commercial cannabis cultivation end users of the facility. As such, it promotes retention of new jobs to be created and long-term cannabis taxation revenues, which would have positive fiscal impacts to the City's revenues.

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Attachments: Attachment No. 1: Resolution No 2019-01: Addendum to Environmental Assessment No. 17-02  
Attachment No. 2: Resolution No. 2019- 02: CUP 280, Modification No. 1 and AR 17-04  
Attachment No. 3: Resolution No. 2019-03: Variance 18-05  
Attachment No. 4: Ordinance No. 1133 adopting the Development Agreement  
Attachment No. 5: Exhibit A: Conditions of Approval: CUP 280 (Mod. # 1) and AR 17-04 (Mod.)  
Attachment No. 6: Original Initial Study and Addendum to the Initial Study and Mitigation Monitoring Program  
Attachment No. 7: Correspondence  
Attachment No. 8: Development Agreement



**RESOLUTION NO. 2019-01****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ADOPTING AN ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL ASSESSMENT NO. 17-02) FOR ARCHITECTURAL REVIEW NO. 17-04 MODIFICATION, CONDITIONAL USE PERMIT 280 MODIFICATION NO 1, VARIANCE NO. 18-05 AND A DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 48-451 HARRISON STREET. DESERT ROCK DEVELOPMENT LLC, APPLICANT.**

**WHEREAS**, the Desert Rock Development No. 2 project, as set forth in Architectural Review No. 17-04 modification, Conditional Use Permit 280, modification No. 1, Variance 18-05 and a Development Agreement consists of the above referenced applications on approximately 20 acres of land located at 48-451 Harrison Street, Coachella California. (APN 603-110-001); and the Project include the following requests: 1) Conditional Use Permit Modification (CUP 280) for the development of a commercial cannabis campus of approximately 505,520 square feet including common parking and landscaping. 2) Architectural Review modification (AR 17-04) that addresses the proposed architecture for the Conditional Use Permit, as modified, including 4 greenhouse structures and 2 permanent buildings; 3) Variance (VAR18-05) that proposes a variance to exceed the 50 foot height limit in the M-W (Wrecking Yard) zone, and,

**WHEREAS**, on October 25, 2017 the City Council adopted a Mitigated Negative Declaration for EA 17-02 that was prepared for the original Desert Rock 2 project and a Notice of Determination was filed with the Riverside County Clerk on October 26, 2017. No legal challenges were filed during the 30 day Notice of Determination period; and,

**WHEREAS**, the City completed an Addendum to Environmental Assessment/Initial Study No. 17- 02 for the Proposed Modified Project pursuant to the California Environmental Quality Act, as amended; and,

**WHEREAS**, on November 28, 2018 the Planning Commission held a duly noticed public hearing at 1515 6<sup>th</sup> Street, Coachella, California to review the project, as modified and the related environmental documents, at which time during the hearing members of the public were given an opportunity to testify regarding the project; and,

**WHEREAS**, findings of the Addendum to the Initial Study concluded that the proposed project, as modified, would not create any significant impacts to air quality, biological resources, cultural resources, geology and soils, traffic and transportation and noise provided certain mitigation measures were incorporated into the project; and,

**WHEREAS**, the Proposed Project as modified, has been conditioned to include all mitigation measures of the original environmental analysis as set forth in the previously adopted Mitigation Monitoring and Reporting Program (Exhibit A); and,

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**WHEREAS**, the Proposed Project as modified would not be detrimental to the general health, safety and welfare of the community.

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

**SECTION 1. Recitals.** The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

**SECTION 2. Compliance with the Environmental Quality Act (“CEQA”).** As the advisory body for the modified Project, the City Council has reviewed and considered the information contained in the Addendum to the Mitigated Negative Declaration, Initial Study, comments received, and other documents contained in the administrative record for the Project. The City Council finds adequacy in the CEQA documents and recommends that the City Council find that the Addendum to 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 find that the Addendum to the Mitigated Negative Declaration and the Initial Study have been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Coachella’s Local CEQA Guidelines.

**SECTION 3. Findings on Environmental Impacts.** Based on the whole record before it, including the Addendum to the Mitigated Negative Declaration, Initial Study, the administrative record and all other written and oral evidence presented to the City Council, the City Council and finds adequacy in the documents and find that all environmental impacts of the Project as modified are either insignificant or can be mitigated to a level of insignificance pursuant to the mitigation measures outlined in the Mitigated Negative Declaration, the Initial Study and the Mitigation Monitoring and Reporting Program. The City Council finds that there is no substantial evidence in the administrative record supporting a fair argument that the Project, as modified, may result in any significant environmental impacts. The City Council finds that the Addendum to 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. Wildlife Resources.** Pursuant to Fish and Game Code Section 711.4(c), all project applicants and public agencies subject to CEQA shall pay a filing fee for each Proposed Project, as specified in subdivision 711.4(d) for any adverse effect on wildlife resources or the habitat upon which wildlife depends unless a “no effect” finding is made by the California Department of Fish and Game. This fee is due and payable as a condition precedent to the County Clerk’s filing of a Notice of Determination. This fee was previously paid to the County Clerk on October 26, 2017. The modified project is responsible to pay the \$50 County Clerk filing fee.

**SECTION 5. Recommendation Regarding Adoption of the Addendum to Mitigated Negative Declaration.** The City Council hereby adopts the Addendum to the Mitigated Negative Declaration and adopts a Mitigation Monitoring Program.

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**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 City Hall. The Development Services Director is the custodian of the record of proceedings.

**SECTION 7. Execution of Resolution.** The Chairman shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of February, 2019.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

# ITEM 14.a.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-01 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of February, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk

## RESOLUTION NO. 2019-02

**A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL APPROVING ARCHITECTURAL REVIEW (AR 17-04) MODIFICATION AND CONDITIONAL USE PERMIT (CUP 280) MODIFICATION NO. 1 TO ALLOW THE DEVELOPMENT OF A CONDITIONAL USE PERMIT FOR THE DEVELOPMENT OF A FIVE HUNDRED TWENTY THOUSAND, FIVE HUNDRED FIVE THOUSAND SQUARE FOOT COMMERCIAL CANNABIS CULTIVATION, MANUFACTURING AND DISTRIBUTION FACILITY, INCLUDING COMMON PARKING AND LANDSCAPING, ON A TOTAL OF 20 ACRES OF LAND IN THE MANUFACTURING WRECKING YARD (M-W) ZONE LOCATED AT 48-451 HARRISON STREET, DESERT ROCK DEVELOPMENT LLC APPLICANT.**

**WHEREAS**, Desert Rock Development LLC filed applications for Architectural Review No. 17-04, modification, and attendant applications for Conditional Use Permit 280, Modification No. 1, Variance 18-05 and a Development Agreement to allow a 505,520 square foot commercial cannabis cultivation, manufacturing and distribution facility that proposes 2- three story buildings and 4 greenhouse structures that will be constructed on a total of 20 acres of land. Architectural Review 17-04 is proposed for the 4 greenhouse structures and 2, 3 story buildings located at 48-451 Harrison Street, Assessor's Parcel No. 603-110-001 ("Project"); and,

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on Architectural Review No. 17-04 modification, Conditional Use Permit 280, Modification No. 1, Variance 18-05 and the Development Agreement on November 28, 2018 in the Council Chambers, 1515 Sixth 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 Chapter 17.38 of the Coachella Municipal Code, and the attendant applications for a Conditional Use Permit, Architectural Review, Variance and Development Agreement to allow the Project; and,

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

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

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

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

**WHEREAS**, an Addendum to the Mitigated Negative Declaration was prepared and considered for the proposal pursuant to the California Environmental Quality Act, as amended; and,

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

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Coachella, California does hereby approve Architectural Review 17-04 modification and Conditional Use Permit No. 280, Modification No. 1, subject to the findings listed below and the attached Conditions of Approval for the Desert Rock 2 Commercial Cannabis Project (contained in “Exhibit A” and made a part herein).

**Findings for Architectural Review #17-04 Modification and Conditional Use Permit #280, Modification No. 1:**

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has an Industrial District land use designation that allows for the proposed development. The proposed uses on the site are in keeping with the policies of the Industrial District land use classification and the Project is internally consistent with other General Plan policies for this type of development.

2. The Project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The Project complies with applicable M-W (Wrecking Yard) zoning standards as proposed.

3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The Project site is within the Industrial District land use designation of the City’s General Plan. This category provides for a broad spectrum of industrial land uses. The proposed uses are compatible with existing adjacent uses that include similar industrial land uses.

4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project proposes a total of two three-story buildings and four greenhouse structures that propose 505,520 square feet for commercial cannabis cultivation, manufacturing and distribution facilities. Surrounding properties to the north, east and west contain similar M-W zoning on which several commercial cannabis projects have been approved and are in various stages of construction. An industrial park development has been approved on property immediately south

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of the subject site. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development. The buildings will be set back from property lines and street frontages to mitigate the impacts upon loss of sunlight to neighboring lots.

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

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of February, 2019.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

# ITEM 14.a.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-02 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of February, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk



**RESOLUTION NO. 2019-03**

**A RESOLUTION OF THE CITY COUNCIL APPROVING VARIANCE NO. 18-05 TO ALLOW ROOF HEIGHTS AND PARAPET WALLS TO EXCEED THE 50-FOOT HEIGHT LIMIT IN THE M-W (WRECKING YARD) ZONE FOR TWO PROPOSED BUILDINGS LOCATED AT 48-451 HARRISON STREET (APN 603-110-001). DESERT ROCK DEVELOPMENT LLC, APPLICANT.**

**WHEREAS**, Desert Rock Development LLC filed an application for Variance (VAR 18-05) to exceed the 50 foot height limit in the M-W zone by allowing roof and parapet wall heights ranging from 54-61 feet on a project area of 20 acres located 48-451 Harrison Street Assessor Parcel No 603-110-001(“Project”); and,

**WHEREAS**, Sub-section 17.76.020(b) of the Coachella Municipal Code requires the City Council to make five findings of fact regarding special and exceptional circumstances necessary before granting a variance request; 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,

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on VAR 18-05 in the Council Chambers, 1515 Sixth Street, Coachella, California and made findings for approval of Variance No. 18-05; and,

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

**WHEREAS**, an Addendum to the Mitigated Negative Declaration was prepared and considered for the proposal pursuant to the California Environmental Quality Act, as amended.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Coachella, California does hereby approve Variance No. 18-05 with the findings and conditions listed below:

**Findings for Variance No. 18-05**

1. The strict application of the provisions of the Zoning Code would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Code. There are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings that do not apply generally to other property in the same zone and vicinity. The subject site is a lot that is adjacent on all sides to properties designated as Industrial District in the General Plan and that are zoned either M-W (Wrecking Yard) or M-S (Manufacturing-Service). At build-out the buildings will be substantially screened from view to the street due to the rectangular shape of the lot and the 2-three story buildings where the height limit will be exceeded on the property are setback from Harrison Street. The

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proposed project would be compatible with future industrial developments in the vicinity of the site.

2. Such variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity, but which, because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question. Due the property's interior lot line dimensions and its location, the property owner is deprived of being able to maximize the development potential of the site.

3. The granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located. The proposed commercial cannabis uses would be developed in accordance with all current development standards and building codes. This includes new landscaping and parking lot and fencing improvements in addition to the new buildings. The project would not create any objectionable odors, light or glare onto adjoining properties. The project will provide employment opportunities and there will not be any negative effect to the public welfare or property or improvements in the area.

4. The granting of the variance will not adversely affect any element of the general plan. The proposed industrial development would be consistent with land use, circulation and urban design elements of the General Plan. The proposed project will consist of new industrial buildings that will be in keeping with the light industrial and urban employment policies of the General Plan. The current General Plan land use designation of Industrial District envisions a variety of industrial building and uses intended to serve the local and regional populations. The future land uses on the site will be consistent with the General Plan.

## **Conditions of Approval for Variance No. 18-05:**

1. Variance No. 18-05 is hereby approved to allow an increase in roof and parapet wall heights ranging from 54 to 61 feet as part of Conditional Use Permit No. 280, Modification No. 1 and Architectural Review 17-04, modification. All conditions of approval imposed by the attendant applications (CUP No. 280, Modification No. 1 and AR 17-04, modification) shall remain in full force and effect.

2. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the adopted C.B.C., C.P.C., C.M.C., N.E.C., including all requirements of the South Coast Air Quality Management District, the Riverside County Fire Department and any requirements by any other agency having jurisdiction on the project.

3. The applicant will agree to defend and indemnify the City of Coachella against all claims, actions, damages, and losses, including attorney fees and costs, in the event that anyone files legal challenges to the approval of this project. Prior to the issuance of building permits, the applicant shall execute a standard indemnification agreement subject to review by the City Attorney.

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4. The applicant shall execute an agreement between the City of Coachella and the land owners to adopt a local hiring policy and agreeing to payment of a 1% royalty on gross wholesale receipts for any cannabis products that use the Coachella name in their branding and which are be manufactured or processed outside of the City of Coachella city boundaries.

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of February, 2019.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-03 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13<sup>th</sup> day of February, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Andrea J. Carranza, MMC  
Deputy City Clerk

## **ORDINANCE NO. 1133**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR THE 20-ACRE DESERT ROCK 2 PROJECT LOCATED WEST OF HARRISON STREET, SOUTH OF AVENUE 48; DESERT ROCK 2 LLC, APPLICANT. (1<sup>st</sup> Reading).**

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

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

**WHEREAS**, Desert Rock Development LLC has filed an application for a Development Agreement in conjunction with the Desert Rock 2 Project, as modified, which allows for the development of a commercial marijuana cultivation complex totaling 505,520 square feet on 20 acres of land located south of Avenue 48, west of Harrison Street, Assessor’s Parcel Number APN (603-110-001) (Project); and

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

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

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

**WHEREAS**, on January 10, 2019 the City gave public notice as required by mailing notices to property owners within at least 300 feet of the Project and publishing a public notice in the Desert Sun of the holding of a public hearing at which the Development Agreement would be considered; and

**WHEREAS**, the Planning Commission of the City of Coachella held a duly noticed and published Public Hearing on November 28, 2018 at which time interested persons had an

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

**WHEREAS**, in compliance with the requirements of the California Environmental Quality Act (“CEQA”), the City previously completed Environmental Assessment No. 17-02 for the Project and the City has made a determination that the Project will not have a significant impact on the environment and on October 25, 2017 previously adopted a Mitigated Negative Declaration for the Project; and

**WHEREAS**, the City Council makes the following findings:

- A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the general plan;
- B. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located;
- C. The Development Agreement is in conformity with the public necessity, public convenience, general welfare and good land use practices;
- D. The Development Agreement will not be detrimental to the health, safety and general welfare;
- E. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values;
- F. The Development Agreement will have a positive fiscal impact on the city;
- G. The Development Agreement was analyzed as part of the Addendum to the Desert Rock 2 Project Initial Study (EA 17-02) and therefore, the City Council finds that no new environmental documentation is required because no new information of substantial importance has been presented to the City showing that the Project’s impacts may be different or more serve than those set forth in the addendum to the initial study.

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

**Section 1.** That the City of Coachella City Council, in light of the whole record before it, including but not limited to the recommendation of the Development Services Director as provided in the Staff Report dated February 13, 2019 and documents incorporated therein by reference and any other written and oral evidence within the record or provided at the public hearing of this matter, hereby approves the Development Agreement with Desert Rock Development, Inc. for the Desert Research

Park #2 Project, attached hereto as Exhibit "A".

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

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

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

ORDINANCE PASSED AND APPROVED on this 27<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Steven Hernandez, Mayor

ATTEST:

\_\_\_\_\_  
Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

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

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

**I HEREBY CERTIFY** that the foregoing Ordinance No. 1133 was duly and regularly introduced at a meeting of the City Council on the 13<sup>th</sup> day of February, 2019, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 27<sup>th</sup> day of February 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza  
Deputy City Clerk



“EXHIBIT A”

**CONDITIONS OF APPROVAL FOR THE DESERT RESEARCH PARK NO. 2  
DEVELOPMENT INCLUDING CONDITIONAL USE PERMIT NO. 280  
(MODIFICATION NO. 1), ARCHITECTURAL REVIEW (MODIFICATION) AND  
TENTATIVE PARCEL MAP NO. 37266**

**General Conditions:**

1. Conditional Use Permit No. 280, Modification No. 1 hereby approves the development of a commercial cannabis cultivation complex as shown on the submitted plans totaling 505,520 square feet and common parking and security fencing. Prior to the issuance of building permits, the applicant or successor in interest shall execute the Development Agreement with the City of Coachella that has been prepared for the Desert Rock 2 Project.
2. Architectural Review (AR 17-04) Modification and Conditional Use Permit (CUP 280), Modification No. 1, shall be valid for 12 months from the effective date of said City Council approvals unless an extension of time is requested by the applicant and granted by the Planning Commission. Issuance of building permits and pursuit of construction will vest the Architectural Review and Conditional Use Permit.
3. The construction of all new structures shall be in conformance with construction drawings and landscaping plans designed in accordance for the Desert Rock No. 2 Project as modified and conditions of approval imposed below:
  - a. All exterior building materials and colors shall substantially match the exhibits submitted with the Desert Rock No. 2 Development applications as modified.
  - b. Conditional Use Permit No. 280 hereby approves the development of a commercial cannabis cultivation complex as shown on the submitted plans totaling 505,520 square feet and common parking, landscaping and security fencing.
  - c. Pursuant to Ordinance 1109, a Regulatory Permit must be issued by the Coachella City Manager prior to the issuance of a business license.
  - d. All fencing or garden walls shall be subject to issuance of a separate building permit by the City Building Division.

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- e. All parking lot lighting for the Project shall be consistent with the architectural design exhibits of the Project, as approved by the Development Services Director.
  - f. All masonry perimeter walls and garden walls shall be decorative masonry with decorative cap subject to review by the Development Services Director, and subject to the City's Building Codes.
4. All plans, as shown, are considered "conceptual," subject to revisions as called out by the conditions of this resolution. The plans shall not be stamp-approved until all conditions requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance with this approval, will require an amendment to the approval of Architectural Review No. 17-04, including architectural features, materials, and site layout.
  5. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the adopted U.B.C., U.P.C., U.M.C., N.E.C., including all requirements of the South Coast Air Quality Management District, the Riverside County Fire Department and any requirements by any other agency having jurisdiction on the project.
  6. 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 matter. The applicant shall execute an indemnification agreement, in a form acceptable to the City Attorney, within five days of the effective date of this approval.
  7. All plan submittals are the responsibility of the developer; this includes plan submittals to the City of Coachella, the Riverside County Fire Department or to other agencies for whom plan review and approval is required.

### **Mitigation Measures – Air Quality:**

8. As required by SCAQMD for all development projects in the Salton Sea Air Basin that would disturb one-acre or greater, Best Available Control Measures will be incorporated into a PM-10 Dust Control Plan prepared for the project prior to commencement of site grading or other construction activity where soil disturbance or other fugitive dust may be generated. BACMs are listed at the end of the MMRP.

**Mitigation Measures –Hazards and Hazardous Materials:**

9. Prior to any land disturbance, including grading or construction, the following mitigation measures shall be implemented:
- a) Prior to demolition, an asbestos inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. The inspection shall include, but not be limited to visual inspection, sampling, and laboratory analysis for the presence of asbestos products, including asbestos-containing material (ACM) and asbestos-containing construction material (ACCM). Polarized Light Microscopy and other methods consistent with the US EOA 600 method shall be applied to this investigation. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.
  - b) Prior to demolition, a lead-based paint inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. Inspections shall be carried out in accordance with US Department of Housing and Urban Development (HUD) guidelines, as well as OSHA Lead Exposure in Construction, Code of Federal Regulations, Title 29, Section 1926. The inspection shall include, but not be limited to visual inspection, sampling, and analysis of materials suspected of containing lead paint or other lead-based materials and coatings. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.
  - c) Prior to the start of any activity that might disturb materials potentially containing asbestos, lead, and/or other hazardous or potentially hazardous materials, a qualified and licensed contractor shall be hired to complete necessary abatement procedures. All demolition and other project related actions that might potentially disturb hazardous materials shall be performed by properly trained and qualified personnel. Remediation actions are expected to include but will not be limited to the following:
    1. *Each part of the building from which asbestos is being removed shall, as appropriate, be sealed off in order to prevent contamination of the other area. Methods of area containment may include polyethylene film, duct tape, negative air pressure machines and other appropriate means depending on the type of asbestos materials encountered.*
    2. *Specially designed vacuum cleaners that are designed for asbestos containment (class H) can be safely used when cleaning up during and after asbestos removal.*
    3. *Removed asbestos and materials with embedded or coated with asbestos shall, as appropriate, be double wrapped in plastic and driven to a landfill.*
  - d) If surficial or buried materials within the project site are found to contain potentially hazardous materials (such as: asbestos-containing material, lead-based paint,

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and mercury or PCB-containing material) such materials shall be removed properly prior to any further site disturbance in the affected area, and disposed of at appropriate landfills or recycled, in accordance with the regulatory guidance provided in California Code of Regulation (CCR) and following the requirements of the Universal Waste Rule (40 CFR part 9).

- e) During project construction and implementation, the handling, storage, transport, and disposal of all chemicals, including herbicides and pesticides, runoff, hazardous materials and waste used on, or at, the project site, shall be in accordance with applicable local, state, and federal regulations.
- f) Vapor Encroachment Screening shall be conducted in accordance with the ASTM Standard E2600-10 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions to identify the likelihood of migrating vapors to encroach on the subject property, thereby creating a Vapor Encroachment Condition (VEC). A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of building permits.
- g) A vapor intrusion risk evaluation shall be conducted in accordance with most recent version of the CalEPA Department of Toxic Substances Control's "Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air" to identify the likelihood of vapor intrusion into future buildings and potential impacts on indoor air quality. A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of grading and building permits.
- h) Butane extraction in both the interim and the permanent facilities shall be subject to the following requirements:
  - i. The City shall engage, at the applicant's expense, a qualified engineer or certified industrial hygienist to review and certify the plans for all components of the butane extraction process, including storage areas and quantities of butane to be stored, electrical systems, extraction machinery, gas monitoring equipment, extraction room ventilation, fire suppression systems and fireproofing of equipment and structures, consistent with current building, fire and electrical codes specific to this process. No building permits shall be issued, and no occupancy of the interim buildings permitted prior to written certification by the engineer.
  - ii. The applicant shall provide the City with copies of permits required by the South Coast Air Quality Management District, or a written confirmation that no permits are necessary.
  - iii. The applicant shall satisfy all requirements of the Fire Department relating to construction, operation, and emergency response. No building permits shall be issued, and no occupancy of the interim buildings shall be permitted prior to written approval by the Fire Department.

## **Mitigation Measures – Cultural Resources:**

10. Approved Native American monitor(s) from the Agua Caliente Band of Cahuilla Indians and Twenty-Nine Palms Band of Mission Indian shall be present during any ground disturbing activities. Should human remains be uncovered, the Riverside County Coroner's Office shall be immediately contacted and all work halted until final disposition by the Coroner. Health Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made necessary findings as to the origin and disposition pursuant to Public Resources Code Section 5097.98. Shall the remains be determined to be of Native American descent, the Native American Heritage Commission shall be consulted to determine the appropriate disposition of said remains.
11. If the coroner determines that the remains are not recent and may be Native American, in accordance with Public Resource Code 5097.94, the coroner will notify the Native American Heritage Commission (NAHC) within 24 hours of the find. The NAHC will then determine the Most Likely Descendant (MLD). The City will work with the designated MLD to determine the final disposition of the human remains.

## **Mitigation Measures – Traffic and Transportation:**

12. The applicant shall pay applicable City of Coachella Development Impact Fees (DIF) and County of Riverside Transportation Uniform Mitigation Fees (TUMF) in effect at that time.
13. Five (5) sets of copies of check prints. 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.
14. The applicant shall pay plan check fees of \$750.00 per sheet of improvement plans, and \$350.00 for PM 10 plan.

## **Engineering-Final Map**

15. The Final Map shall comply with the Subdivision Map Act and City of Coachella Subdivision Ordinance.
16. All public streets shall be dedicated to The City of Coachella.
17. 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.
18. 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

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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.

## **Engineering – Grading and Drainage:**

19. A precise grading/improvement plan, prepared by a California Registered Civil Engineer, shall be submitted for review and approval by the City Engineer prior to issuance of any permits. A final soils report, compaction report and rough grading certificate shall be submitted and approved prior to issuance of any building permits.
20. A 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 a Hydrology Map 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.
21. 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.
22. Applicant shall obtain approval of site access and circulation from Fire Marshall.
23. 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 nine (9) feet as measured from an average of the ground elevations on either side.

## **Engineering – Street Improvements:**

24. Street improvement plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check prior to issuance of encroachment permits. All street improvements including streetlights shall be designed and constructed in conformance with City Standards and Specifications. Street flow line grade shall have a minimum slope of 0.35 percent.
25. 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 standard for commercial driveways with a minimum width of 24.00 feet and curbed radius entrances.
26. Harrison Street is classified as a local industrial street with a right-of-way of 74 feet per the City of Coachella General Plan 2035. Applicant shall verify and dedicate land if necessary to comply with this requirement.
27. Water and Sewer connection and capacity fees must be paid in the Building Division prior to construction.
28. Applicant shall obtain an encroachment permit for any improvements constructed within public right-of-way including alleys.

## **Engineering-Sewer and Water Improvements**

29. Sewer & Water Improvement Plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check and City Engineer approval.

## **Engineering – General:**

30. Prior to approval, the applicant shall resolve CVWD issues related to existing tile drains or irrigation mains located within the project boundary or along the streets adjacent to the property. If necessary tile drains and irrigation lines shall be relocated, and easement document prepared for the new location of any such lines. Plans for the tile drain or irrigation relocation 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 relocation plans. If the above referenced CVWD facilities do not need to be relocated as part of the project, they can remain as easements provided approved by CVWD.
31. 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

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to leave the site. Additional securities in amount of \$2,000 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 and the original plans are in the engineering department at the City of Coachella.

32. The applicant shall provide necessary utility easements for IID and underground overhead distribution lines. Applicant shall submit to the City a letter from IID that satisfies this requirement.
33. 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.
34. Applicant shall comply with the valley wide NPDES permit requirements including but not limited to submittal of a preliminary WQMP for plan review accompanied by a \$3,000 plan check deposit and a Final WQMP for final approval including executed maintenance agreement. All unused plan check fees will be refunded to the applicant upon approval of the Final WQMP.

## **Completion**

35. "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.
36. Prior to the issuance of a certificate of occupancy, all public improvements, including landscaping and lighting of retention basins, and landscaped areas along the exterior streets, shall be completed to the satisfaction of the City Engineer. An engineering final inspection is required.

## **Development Services – Landscaping:**

37. Final landscaping and irrigation plans shall be submitted to the Development Services Department for review and approval. Said plans shall conform to the landscaping plan submitted as part of the subject Architectural Review, and as conditioned herein.
38. Prior to the issuance of building permits, the applicant shall submit detailed landscaping and irrigation plans for review and approval by the City's Engineering Department and Development Services Department.
39. 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.

40. The landscape plan shall provide for a minimum 5-gallon groundcover plants, 5-gallon shrubs, and 24-inch box trees. The plants and trees shall be irrigated with an automatic and durable drip irrigation system.
41. Landscaped areas shall be dressed with a minimum 2-inch layer of compacted and/or glue- bonded decomposed granite that cannot be wind driven. A weed barrier underlayment shall be placed under the decomposed granite.
42. Plant materials selection should be represented by symbols that show the plants at 75% of their mature size.
43. The applicant shall obtain written clearance from the County Agricultural Commissioner's Office regarding the type of landscaping to be planted. The clearance letter shall be included as a note on the landscape plans. The applicant shall utilize only plants that were listed on the landscape plan submitted to the Commissioner's office. Any substitutions must be approved by both the Commissioner's office as well as the City's Development Services Department.
44. Six-inch concrete bands shall be used as mow strip borders for planting areas where separating turf areas or synthetic turf areas.
45. All landscape planter beds in interior parking areas shall be not less than five (5) feet in width and bordered by a concrete curb not less than six (6) inches nor more than eight (8) inches in height adjacent to the parking surface.
46. All non-landscaped and undeveloped areas of the site shall be kept free of weeds and debris and shall be treated with a dust-preventative groundcoating.

### **Development Services – Project Design:**

47. Prior to the issuance of building permits, all exterior architectural features and treatments shall be consistent with the submitted Architectural Review No. 17-04 construction plans and elevations, as modified herein, subject to review and approval by the Director of Development Services.
48. All exposed metal flashing, downspouts, or utility cabinets shall be painted to match the building prior to final inspection.
49. Trash enclosures installed for the project shall be compatible architecturally with the building and include storage areas for recycling containers. The enclosure shall be constructed to Burrtec Waste Management Standards. Both Burrtec Waste Management

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and the City Engineer shall approve the location of the trash enclosure.

50. All roof mounted mechanical equipment, except solar panels, shall be view obscured by a parapet wall greater in height than the equipment installed. Ground mounted mechanical equipment shall be view obscured by landscaping or enclosure.
51. Outdoor storage areas shall be obscured from public view and specifically shall not be visible from Avenue 48 and Harrison Street.

## **Riverside County Fire Department:**

52. The Fire Department requires the listed fire protection measures be provided in accordance with the City of Coachella Municipal Code and/or the Riverside County Fire Department Fire Protection Standards. Submittal to the Office of the Fire Marshal for development, construction, installation and operational use permitting will be required. Final conditions will be addressed when complete building plans are reviewed.

## **Access**

53. Fire department emergency vehicle apparatus access road locations and design shall be in accordance with the California Fire Code, City of Coachella Municipal Code, Riverside County Ordinance 787, and Riverside County Fire Department Standards.. Plans must be submitted to the Fire Department for review and approval prior to building permit issuance.

## **Water**

54. The Fire Department water system(s) for fire protection shall be in accordance with the California Fire Code, Riverside County Ordinance 787 and Riverside County Fire Department Standards. Plans must be submitted to the Fire Department for review and approval prior to building permit issuance.

## **Imperial Irrigation District:**

55. Any construction or operation on IID property or within its existing and proposed right-of-way or easements will require an encroachment permit, including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities (e.g. power lines).
56. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

## **Utilities:**

57. Water and sewer plans outside the buildings and interior plumbing or mechanical plans (i.e. floor drains and sinks, equipment which discharges to the sewer system, chemical storage and spill containment measures) shall be provided to the City Utilities Department

for review and approval.

58. A Source Control "Short Form" (and the Source Control application if required) shall be completed and turned into Source Control (Utilities Department) by the applicant.
59. Based on findings of the Source Control application, all modifications shall be completed prior to issuance of a certificate of occupancy.
60. Adequate fire protection shall be included and the public water supply shall be protected with a DCDA or greater on all fire water lines to commercial/industrial facilities.
61. An RP shall be correctly installed within 12" of all water meters servicing domestic usage, landscape, commercial and/or industrial facilities.
62. All landscaping shall be on a separate water meter with an RP ensuring the establishment is not assessed sewer fees for water used on landscape.
63. All mechanical and plumbing plans shall be submitted to the Utilities Department for review to determine if pretreatment and/or a sample location is required.
64. All facilities and landscape plumbing which have water or wastewater (sewer) services shall obtain approval from the Environmental Compliance (Source Control), Water and Sanitary Sewer Divisions prior to receipt of the Certificate of Occupancy.
65. Fire hydrants must be at the end of each dead end for flushing.
66. RPZ Style Backflow devices shall be installed on commercial and landscape meters.
67. Above ground DCDA backflows must be installed for all fire line services.
68. Master-metered, radio-read water meters shall be utilized for the project.
69. Domestic and fire service backflow meter devices must be in utility right of way.

## **ENVIRONMENTAL COMPLIANCE**

70. The applicant shall submit water and sewer plans for approval from Utilities General Manager. The project shall be required to connect to City public sewer and water system by extending service mains as needed.
71. The project will require a Water Quality Management Plan (WQMP) >100,000 sq./ft.
72. The proposed facility will be required to submit a source control survey, and submit detailed plumbing and mechanical plans.
75. The applicant shall install an above ground "Double Check Detector Assembly" DCDA for

# ITEM 14.a.

fire system to protect water supply from contamination or pollution.

76. Backflow devices; will require Reduced Pressure Principle Device (RP) within 12 inches of water service installed to protect water supply from contamination or pollution.
77. The applicant shall install separate AMI metering system for each building, and install separate AMI metering system for the irrigation system.
79. The project shall 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 micro-spray systems.

## **Fees:**

80. Prior to the issuance of a building permit, the applicant shall pay all Development Fees to the City; this also includes school fees and outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to the Development Services Department prior to permit issuance.
81. The applicant shall be responsible for paying all applicable development and processing (plan check, inspection, etc.) fees associated with this project.
82. The applicant shall pay all applicable school impact fees to the Coachella Valley Unified School District prior to the issuance of a building permit.
83. The applicant shall pay all required water connection fees.
84. The applicant shall be required to pay the Multiple Species Habitat Conservation (MSHCP) fees for industrial development prior to issuance of building permits.
85. The applicant shall comply with the City's Art in Public Places Ordinance. If the applicant elects to pay in-lieu art fees, then the fees shall be deposited into the Public Arts Fund at an amount of (1) One-half (1/2) of one percent (1%) for new commercial and industrial construction.
86. The project is subject to payment of all industrial development impact fees whether or not explicitly stated in other conditions of approval or the environmental mitigation measures for the subject project.

## **Coachella Valley Unified School District**

87. The Coachella Valley Unified School District is authorized by the State Legislature to levy a developer fee on commercial/industrial development. The fee has been established at \$.56 per square foot for all commercial/industrial construction. The fees collected will be used to assist in the housing of students within the Coachella Valley Unified School District. The fee will be required to be paid prior to the issuance of the building permit.

## **Miscellaneous:**

88. Installation of sidewalks along Harrison Street may be satisfied by an improvement agreement subject to review and approval by the City Engineer.
89. Final design plans for proposed landscaping and fencing along the project street frontages shall be presented as an administrative item before the Planning Commission for final review and approval.
90. Tentative Parcel Map No. 37266 shall expire two years after the original City Council approval date, unless recorded or granted a time extension pursuant to Title 16 of the Coachella Municipal Code. The two-year time period shall be tolled during the pendency of any lawsuit that may be filed, challenging this Tentative Tract Map and/or the City's CEQA compliance.
91. The applicant or successor in interest shall provide a minimum of 25 feet from face of curb to any perimeter fencing or structure along Harrison Street for the purposes of accommodating a public utilities easement.
92. The subdivider or successor in interest shall submit Covenants, Conditions, and Restrictions (CC & R's) in a form acceptable to the City Attorney, for the proposed subdivision, prior to the recordation of any CC & R's on the subject property. The CC & R's shall be submitted for review by the Planning Director and City Engineering prior to the recordation of the final map. The applicant or successor in interest shall submit a deposit of \$1,000 to cover legal costs incurred by the City in its review of CC & R's and related documents prior to their recordation. The CC & R's shall include provisions to form a Property Owner Association for the maintenance of the following:
  - All interior and exterior common areas including driveways, gates, retention basins, perimeter walls, landscaping and irrigation.
  - Exterior landscape at gated entries and along the perimeter of the site's frontage along Harrison Street.
  - Graffiti abatement for the interior and exterior of the premises.
  - Maintenance and operations of the streetlights.
  - Maintenance of all perimeter walls and fencing.
93. The Property Owners Association created by the CC&R's shall comply with the City of Coachella Insurance requirements.
94. A minimum of two points of access on the north and south sides of the property, shall be provided during all phases of construction and during operation of the interim use facility. An all-weather surface road, installed to the satisfaction of the Riverside County Fire Marshal's office, shall be installed as part of the 1<sup>st</sup> phase of development connection to the northern entry drive into the project site.

# ITEM 14.a.

95. The subdivider shall dedicate to the City of Coachella a public utilities easement along the southern boundary of TPM 37266, for the benefit of parcels to the west, as approved by the City Engineer.
96. Prior to issuance of building permits, the applicant shall submit mechanical engineering plans for the odor control mechanisms for review by a qualified third-party consultant, and to be presented as a non-hearing item to the Planning Commission.



**ADDENDUM TO THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**

**DESERT ROCK DEVELOPMENT  
INDOOR HORTICULTURE CAMPUS  
SITE 2**

**Conditional Use Permit 280 (Modification No.1), Architectural Review  
17-04 (Modification), Environmental Assessment 17-02, Variance 18-  
05, and Accompanying Development Agreement**

**Applicant:**

Desert Rock Development  
72100 Magnesia Falls Drive, Suite 2  
Rancho Mirage, CA 92270

**Lead Agency:**

City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

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**Addendum to the  
Desert Rock II  
Environmental Initial Study/Mitigated Negative Declaration**

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## **I. INTRODUCTION AND PROJECT BACKGROUND**

### **A. Summary**

This document is an Addendum to the Desert Rock II Environmental Initial Study (IS) for the City of Coachella prepared and adopted in 2017 to evaluate the potential environmental impacts of an indoor cannabis cultivation project consisting of sixteen free-standing buildings totaling 740,880 square feet on a 20± acre parcel located at 48451 Harrison Street. Since project approval, the applicant has made changes to the project which the City has determined necessitated the preparation of this Addendum.

In this document, Section I provides the detailed description of the City of Coachella's procedure and environmental review process under the California Environmental Quality Act (CEQA). Section II describes proposed Project Amendments. Section III describes the potential environmental impacts of the proposed amendments to the project.

### **B. Project Location**

The project site is located at 48451 Harrison Street, in the northern portion of the City of Coachella, in an area characterized by urban development, including commercial and industrial land uses. The site is relatively flat and is currently occupied by the Desert Truck & Auto Parts, which will be closed once the property is entitled as a cannabis cultivation facility.

### **C. Project History and Current Proposal**

Based on data reviewed during the 2017 IS assessment, the site was in agricultural use between at least 1949 and 1953. A field covered most of the site during this period. A residential dwelling was located at the project site's northwestern portion since at least 1949. This dwelling was removed and replaced in approximately 1971. A pool and shed were constructed adjacent to this dwelling at this time. However, the dwelling is not currently occupied. The site was developed as an automobile salvage facility in approximately 1968 and has been operating as Desert Trucks & Auto Parts, which is a wrecking and vehicle recycling facility. The large metal storage building, adjoining office, and bathroom building were constructed in the site's southeastern corner in 1970. A small office building for the onsite impound yard was constructed in the site's east-central portion at about this time. The entire site was filled with vehicles by the 1980s. Currently, Desert Trucks & Auto Parts is still in operation and several buildings, structures, autos, and miscellaneous debris occupy the site.

The 2017 Desert Rock II Project proposed an Indoor Horticulture Campus with a primary use of indoor cultivation of cannabis located on 20± acres. At build out the project would have consisted of sixteen free-standing buildings totaling 740,880 square feet, 23,640 square feet of adjoining open space and a total of 1,031 parking spaces as well as a 0.94-acre detention basin located on the eastern boundary of the site. An 8-foot high wall with automated gates and security cameras at each driveway was proposed at the perimeter of the site.

The proposed site access was from one driveway located along Harrison Street at the southwest corner of the site and would allow full access to the site. An emergency access driveway was proposed in the northeast corner of the site on Harrison Street. In addition, certain roadway improvements were recommended along Harrison Street to be consistent with the City's roadway classification and General Plan Mobility Element.

The project site will be connected to an existing 12" water pipeline in Harrison Street. The site would connect to the 8" sanitary sewer pipe along Avenue 48 through the extension of an 8" sanitary sewer pipe in Harrison Street. To comply with SB 610, a water supply assessment had been prepared for the 2017 project and submitted to support the environmental review that was conducted by the City of Coachella under CEQA. The water supply assessment was approved at the same time as the IS.

In addition, the proposed project would require electrical power to be provided by IID. The 2017 project would have actively participated in the expansion of IID facilities.

The IS for the Desert Rock II project was prepared in 2017 and analyzed both construction and operational impacts of the proposed 20± acre development. The General Plan designates the site as Wrecking Yard (M-W), which allows the cultivation of cannabis with an approved Conditional Use Permit (CUP). For this reason, the project proponent submitted a CUP application. In addition, the City and project proponent entered into a Development Agreement to address the payment of development fees, development parameters and timing of the project, and the responsibilities of both the City and the applicant relating to the construction and operation of the project. Based on the 2017 analysis, all impacts in the IS have been mitigated to less than significant levels through implementation of mitigation measures.

In 2018, the applicant proposed minor development modifications to the previous Desert Rock II project. Modifications include changes to building square footage, parking, decorative louvered façade for the greenhouses, and lot coverage. In summary, project modifications result in a reduction of 238,052 square feet of building space, and thus a reduction of 343 parking spaces. A complete description of the currently proposed project is provided in Section II, below.

## II. PROPOSED PROJECT MODIFICATIONS

### A. Subject of this Addendum

The proposed project includes Amendments to the Desert Rock II Conditional Use Permit. The application has been made to allow for the future development of an Indoor Horticulture Campus with a primary proposed use of indoor cultivation of cannabis, to be located on 20 acres in the City of Coachella, California. At build-out, the project will consist of six (6) freestanding buildings totaling 505,520 square feet, which will result in 98,520 square feet of indoor grow building area and 407,000 square feet of greenhouse building area and a total of 668 parking spaces.

The applicant has submitted preliminary designs for the project, which are considered in this IS Addendum. As required by CEQA, this Addendum analyzes the whole of the action, to the extent that information is available for the specific project.

The proposed cannabis cultivation land uses are generally consistent with what was envisioned in the Desert Rock II Initial Study; however, specific details of the entitled cannabis cultivation project have been modified. Those modifications and their associated potential environmental impacts are the main subject of this addendum.

The proposed project includes a Conditional Use Permit. The application is required by the City's Municipal Code to allow for the development of an indoor horticulture campus with the primary use being cannabis cultivation.

### B. Proposed Amendments

The following modifications are included in the Desert Rock II Conditional Use Permit Amendment application:

**Table 1  
Entitled and Proposed Modifications to the Building Square Footage (SF)**

<b>Building Type</b>	<b>Entitled SF</b>	<b>Proposed Modified SF</b>	<b>Difference</b>
Indoor Grow Building Area	740,880 Square Feet	98,520 Square Feet	642,360 Square Feet (decrease)
Greenhouse Building Area	0 Square Feet	404,308 Square Feet	404,308 Square Feet (increase)
Parking	1,031 Spaces	668 Spaces	363 Spaces (decrease)

Table 1 shows the changes to the entitled building square footage. The proposed changes in the square footage result in an overall reduction in the intensity of the project, which will have 238,052 fewer square feet of building area. This represents a 32% decrease from the entitled project.

The two indoor grow buildings, which occur on the eastern end of the site, will be three stories in height, while the four greenhouse buildings will be one story. The indoor grow buildings will be of standard construction, with windows on all sides, and metal roll-up doors. The greenhouse buildings will consist of metal siding with louvered windows and roll-up doors. Parking spaces are distributed throughout the site. The proposed retention basin will occur, as it did in the original project, on the eastern border of the site.

## **C. Current Land Use Designations**

The project site is designated as Industrial District on the City's General Plan Land Use Map (General Plan; Exhibit 3-6). The existing Zoning Designation is M-W – Wrecking Yard (See Exhibit 5 Land Use Map and Exhibit 6 Zoning Map). The City requires that a Conditional Use Permit be approved for cannabis cultivation projects, as was the case when the original project was approved.

## **D. Purpose of an IS Addendum**

When a proposed project is changed or there are changes in the environmental setting, a determination must be made by the Lead Agency as to whether an Addendum or Subsequent IS is prepared. CEQA Guidelines Sections 15162 and 15164 sets forth criteria to assess which environmental document is appropriate. The criteria for determining whether an Addendum or Subsequent IS is prepared are outlined below. If the criteria below are true, then an Addendum is the appropriate document:

1. No new significant impacts will result from the project or from new mitigation measures;
2. No substantial increase in the severity of environmental impact will occur; or
3. No new feasible alternatives or mitigation measures that would reduce impacts previously found not to be feasible have, in fact, been found to be feasible.

Based upon the information provided above and in the analysis provided in Section III of this document, the changes to the Approved Project will not result in new significant impacts or substantially increase the severity of impacts previously identified in the IS, and there are no previously infeasible alternatives that are now feasible. None of the other factors set forth in Section 15162(a)(3) are present.

Therefore, an Addendum is appropriate, and this Addendum has been prepared to address the environmental effects of the changes to the project.

### III. IMPACT ANALYSIS

This Section of the IS/MND Addendum defines the environmental impacts of the proposed project in the context of the IS/MND analysis. The order of discussion follows the environmental analysis categories currently included in CEQA Appendix G. Each environmental issue area first describes the context and analysis considered in the original IS for that issue. This summary is followed by an analysis of the proposed project as compared to those identified in the IS/MND.

#### 1. Aesthetics

The Desert Rock IS/MND aesthetic impact analysis was based on conditions at the time of its writing. In this section, impacts to Aesthetics disclosed in the IS/MND are summarized, and then compared to today's existing conditions and proposed project.

##### Summary of Findings in Desert Rock II Initial Study

The subject property is located approximately 2.28 miles southwest of the Little San Bernardino Mountain foothills, which are considered a scenic resource for much of the eastern Coachella Valley. From the subject property, scenic views of the Little San Bernardino Mountains are to the north, northeast, east, and southeast. Views of the Santa Rosa and San Jacinto Mountain Ranges are to the southwest and west. Existing lower elevation mountain views are obstructed by surrounding commercial/industrial developments that range from one to two-story buildings. Middle and upper elevations of the mountains are visible above the surrounding structures but are more distant, so their immediate scenic value is diminished.

Land immediately to the south is currently vacant land. To the east, Harrison Street, industrial (Ronaldo Junk Yard) and vacant land borders the site. These streets, auto wrecking yards and vacant lands do not block foothill views of mountains to the east and southeast. Development north and west of the site consists of industrial development and ground level short-range views to the north and west are currently obstructed. Lower elevations to the north and west are blocked by buildings and autos. However, middle and higher elevations to the north and west are still visible.

The original project consisted of 16 buildings oriented in an east-west direction, and each approximately 184 feet in length, 120 feet in width, and 50 feet in height. The buildings were proposed to be concrete structures, with metal sunshades located at intervals in contrasting colors on the east, west, and south sides. Storefront windows and doors were provided on the sides of the buildings facing Harrison Street and the main parking lot. The buildout of the site would have resulted in limited obstruction of views for viewers looking to the north from vacant land, as three stories would result in short-range view blockage. However, views of the mid-range and tops of the mountains to the east and northeast would remain. The view blockage for properties to the west would have been less significant because these properties are predominately used to store old auto parts. The proposed project would include full site improvements, including landscaping, fences and walls and architecturally treated buildings to enhance the site's appearance.

The IS also considered the potential impacts associated with light and glare, and found that future development will generate lighting levels consistent with that of the City's urban development, and would be controlled by the City's lighting standards, which include shielding and limitation of light spillage. Impacts associated with light and glare were found to be less than significant.

#### Analysis of the Proposed Project Modifications

Implementation of the proposed project amendments to the adopted Desert Rock II site plan would result in less building mass as a result of fewer three-story stand-alone buildings.

#### Scenic Vistas and Visual Character

As described above, scenic views from the project site of the Little San Bernardino Mountain Range are available to the northeast, east and southeast, and views of the more distant Santa Rosa and San Jacinto Mountain ranges are available to the west and southwest. Views of the lower elevations of the mountains are blocked by intervening development. However, middle and upper elevations of the mountains are visible above current development. The proposed modifications would reduce building heights, thus creating more opportunities for the surrounding properties to retain views of the mountain ranges. No new impacts to scenic vistas are expected as a result of the proposed modifications.

As stated above, the subject site is partially developed. The four proposed greenhouse buildings would be approximately 462 feet in length, 220 feet in width, and 25 feet in height to the top of the greenhouse peaks. There is also a decorative louvered metal facade that extends across the south elevations of buildings 3 and 5 and on the west elevation of buildings 5 and 6. This decorative louvered facade extends above the peaks of the greenhouse structure and varies in height from 27 feet to 30 feet. The two grow buildings would be concrete structures, three stories in height. Storefront windows and doors will be provided on the sides of the buildings facing Harrison Street and the main parking lot.

For the proposed project, the applicant proposes four one-story greenhouse buildings within the central portion of the site and two three-story buildings in an open parking area. The proposed modification will result in generally lower height and scale. Proposed buildings are generally consistent with the character of newer and proposed buildings in this area of the City, and would display a similar visual character. No new impacts would result from implementation of the project's proposed modifications, and no new or revised mitigation measures are required.

Therefore, project impacts will remain at less than significant levels relative to impacts on scenic vistas and visual character.

#### Light and Glare

Similar to the 2017 IS/MND, buildout of the proposed project can be expected to generate increased levels of light and glare from interior and exterior building lighting, safety and security lighting, landscape lighting, and vehicles accessing the site. However,

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lighting and glare levels are not expected to exceed typical levels within the surrounding environment, and would be regulated by City lighting standards. The 2017 project was designed according to the City's Zoning Ordinance and would have had properly shielded light fixtures to minimize spillage onto adjacent properties. The currently proposed project will be required to implement these same standards to ensure that project-related light and glare impacts will be less than significant. Changes in the project will not substantially change impacts associated with light and glare, and City standards will ensure that impacts associated with on-site lighting remain less than significant, as was the case with the original project.

### Summary of Impacts

The project modifications will reconfigure the site plan and reduces total proposed buildings to six buildings, with four of those as single story greenhouse buildings. Within the project site, the highest proposed base building heights, 31 feet, will be for the two buildings facing Harrison Street. However, landscaping techniques will be used to enhance the visual impact along Harrison Street in order to further diminish impacts. Overall, the proposed project will integrate into the visual landscape of the area when constructed.

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with aesthetics or visual resources. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with aesthetics and visual resources will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to aesthetics and visual resources than those disclosed in the 2017 IS/MND.

## **2. Agricultural and Forestry Resources**

### Summary of Findings in Desert Rock II IS/MND

The project site is designated as an Industrial District on the City's land use map, and is occupied by an auto storage yard. Although the project site was once utilized for agriculture, the site is not designated as Prime Farmland, Unique Farmland, or Farmland of Statewide or Local Importance by the California Department of Conservation. An agricultural use (palm grove) is located southeast of the site, but it is designated as Industrial District on the General Plan Land Use Map. The implementation of the approved project would have had no impact on these lands, as the project is free-standing and will not affect this use. Neither the construction nor operation of the approved project would have created a conflict with a Williamson Act contract. There would have been no conversion of farmland to non-agricultural uses. No impact was expected.

The proposed project is located on the Coachella Valley floor, in an area that is sparsely vegetated. The subject site does not contain, and is not in proximity to, any forested lands. There would have been no project-related impacts to forestry.



### Analysis of the Proposed Project Modifications

The project modifications will not affect agricultural and/or forestry resources at the site, because the land to be disturbed is identical to that considered in the original IS, and no change in conditions have occurred on surrounding lands. No impact is expected.

## **3. Air Quality**

### Summary of Findings in Desert Rock II IS/MND

The project site lies within the Salton Sea Air Basin (SSAB). The South Coast Air Quality Management District (SCAQMD) oversees air quality management for the SSAB. The Riverside County portion of the SSAB is bounded by the San Jacinto Mountains to the west and spans eastward to the Palo Verde Valley.

In the SSAB, the main pollutants of concern include carbon mono oxide (CO), nitrogen oxides (NO<sub>x</sub>), volatile organic compounds (VOC), sulfur dioxide (SO<sub>2</sub>), coarse inhalable particulate matter (PM<sub>10</sub>), fine inhalable particulate matter (PM<sub>2.5</sub>), lead (Pb), ozone (O<sub>3</sub>), and nitrogen dioxide (NO<sub>2</sub>). SCAQMD has prepared a 2016 Air Quality Management Plan (AQMP) for the SSAB. The SSAB is designated as being in serious nonattainment for PM<sub>10</sub>, and O<sub>3</sub>. The City of Coachella is within Source Receptor Area 30 (SRA 30). The closest monitoring stations in SRA 30 are Palm Springs and Indio. The recorded data showed that this region has violated both the State and Federal Standards for PM<sub>10</sub>.

In the previous IS/MND, development of the proposed project was anticipated to occur in one phase between 2016 and 2017. For analysis purposes, a 1.5-year buildout was assumed beginning June 2016 with operation in 2017.

### Applicable Air Quality Plans

The project area is subject to SCAQMD's 2016 Air Quality Management Plan (AQMP) and the 2012 Coachella Valley PM10 State Implementation Plan. The AQMP is based on the land use plans of the jurisdictions in the region. The AQMP is a comprehensive plan that establishes control strategies and guidance on regional emissions reductions for air pollutants. The original project was consistent with the City of Coachella land use designations assigned to the subject property. Therefore, the proposed project was determined to be consistent with the intent of the AQMP and would not conflict with or obstruct implementation of the applicable air quality plan. No impact associated with compliance with applicable management plans was anticipated.

### Criteria Pollutants

For the IS/MND, the California Emissions Estimator Model (CalEEMod) Version 2016.3.1 was used to project air quality emissions that would be generated by the project.

The majority of fugitive dust emission would be generated during the construction phase and it was stated in the IS that short-term emissions of pollutants would occur during site preparation/grading, construction of drainage improvements, relocation of utilities, and roadway paving. Sources of construction related emissions included the operation of construction equipment, soils exports, delivery of materials, off gassing from asphalt, as well as vehicles transporting workers to and from the project site.

The 2017 IS concluded that the development of the site would contribute to air emissions of CO, NO, PM<sub>10</sub> and PM<sub>2.5</sub> that would not exceed SCAQMD thresholds. The analysis also showed that the build out of the proposed project would not exceed "Localized Significance Thresholds."

Although the project would not exceed SCAQMD and Localized Significance thresholds, mitigation measures AQ-1 to AQ 5 were proposed to further minimize the impacts.

### Odors

The approved project would have operated as an industrial park, and plants would have been grown and stored indoors. The City's Ordinances require that cultivation facilities control odors with appropriate air filtration systems. The buildings would have been equipped with proper ventilation systems, filtration devices, and other available means of odor control, per standard regulations, to ensure project impacts remained less than significant. The proposed project was not expected to generate objectionable odors during any phase of construction or at project buildout.

Thus, the City of Coachella found that impacts to air quality as a result of the 2017 project would be less than significant.

### Analysis of the Proposed Project Modifications

The proposed project will be developed in accordance with all applicable air quality management plans. The proposed amendment will not change the air emissions generated by build out of the subject site significantly. Impacts are expected to be consistent with those analyzed in the previous IS, as described below.

As was the case with the original project, criteria air pollutants will be released during both the construction and operational phases of the currently proposed project. To calculate the emission as a result of the proposed project, California Emissions Estimator Model (CalEEMod) Version 2016.3.1 was used to project air quality emissions as described below.

### Construction Emissions

The construction period includes all aspects of project development, including site preparation, grading, hauling, paving, building construction, and application of architectural coatings. For analysis purposes, it is assumed that construction will occur over a 1.5-year period from mid 2018 to late 2019.

**Table 2**  
**Desert Rock II**  
**Construction Emissions**  
**(lbs./day)**

<b>Maximum Emissions*</b>	<b>CO</b>	<b>NOx</b>	<b>ROG</b>	<b>SOx</b>	<b>PM<sub>10</sub></b>	<b>PM<sub>2.5</sub></b>
2019	35.61	54.60	4.90	0.09	20.74	12.20
2020	52.78	48.86	60.36	0.11	6.11	3.01
<b>SCAQMD Threshold</b>	<b>550.0</b>	<b>100.0</b>	<b>75.0</b>	<b>150.0</b>	<b>150.0</b>	<b>55.0</b>
<b>Significant</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

\* Average of winter and summer construction emissions, unmitigated, 2019-2020.  
Emission Source: CalEEMod model, version 2016.3.1. Output tables generated 08.06.2018.

As shown in the table above, emissions generated by construction activities will not exceed SCAQMD thresholds for any criteria pollutant. The data reflect average daily emissions over the 1.5-year construction period, including summer and winter weather conditions. The analysis assumes there will be a net balance of soils on-site, and no soil materials will be imported or exported during grading. Applicable minimization measures and best management practices include, but are not limited to, the implementation of dust control practices in conformance with SCQAMD Rule 403, proper maintenance and limited idling of heavy equipment, phasing application of architectural coatings and the use of low-polluting architectural paint and coatings. Adherence to such measures will ensure construction related emissions would remain less than significant. These measures are consistent with the measures included in the 2017 IS, as the proposed project would be required to comply with these measures.

#### Operational Emissions

Operational emissions include area source emissions, emissions from energy demand (electric and natural gas), and mobile source (vehicle) emissions, and they are considered ongoing emissions that will occur over the life of the project. Traffic generation trip rates were derived from the project specific Traffic Letter (Appendix B). The table below provides a summary of projected emissions at operation of the proposed project.

**Table 3**  
**Desert Rock II**  
**Operational Emissions**  
**(lbs./day)**

Maximum Emissions	CO	NOx	ROG	SOx	PM <sub>10</sub>	PM <sub>2.5</sub>
Operational Emissions	41.545	70.70	16.47	0.15	8.35	2.52
<b>SCAQMD Threshold</b>	<b>550.0</b>	<b>100.0</b>	<b>75.0</b>	<b>150.0</b>	<b>150.0</b>	<b>55.0</b>
<b>Significant</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

Source: Source: CalEEMod Version 2016.3.1. CalEEMod output tables generated 8.06.18. Average winter and summer emissions, unmitigated conditions.

As shown in the Table, operational air emissions will be below thresholds. In addition, operational emissions will be lower than those anticipated for the approved project. As was the case with the approved project, applicable minimization measures and best management practices include, but are not limited to the implementation of dust control practices in conformance with the SCQAMD Rule 403, proper maintenance and limited idling of heavy equipment. Finally, the currently proposed project will be subject to the same minimization measures included in the original IS. Impacts associated with short and long term air emissions will be less than significant.

Localized Significance Threshold

The nearest sensitive receptor is a single-family residential development located approximately 0.26 miles (418 meters) southwest of the project site. Table 4 shows on-site emission concentrations for project construction and the associated LST. As shown in the table, LSTs will not be exceeded under unmitigated conditions for all criteria pollutants. Therefore, air quality impacts to nearby sensitive receptors during construction will be less than significant.

**Table 4**  
**Desert Rock II**  
**Localized Significance Threshold**  
**(lbs./day)**

	CO	NO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Project Emissions	93.22	83.95	23.80	6.21
LST	10,178.0	547.0	112.0	37.0
<b>Exceed?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

Source: Source: CalEEMod Version 2016.3.1. CalEEMod output tables generated 8.2.18.  
Emissions shown are the maximum daily emission during all phases of construction.

### Odors

The proposed project will be required to comply with the City's ordinances, which require that cultivation facilities control odors with appropriate air filtration systems. Filtration and odor control systems will be integrated into project designs, as was the case with the approved project. Impacts associated with odor are expected to be less than significant.

### Summary of Impacts

The proposed project will contribute to an incremental increase in regional ozone and PM<sub>10</sub> emissions. Project construction and operation emissions will not exceed SCAQMD thresholds for ozone precursors (NO<sub>x</sub>) and PM<sub>10</sub>. Because the proposed project will not exceed SCAQMD thresholds, it is not expected that it will result in cumulative air quality impacts when considered with other projects in the area. It is expected that the cumulative impacts associated with air quality will remain less than significant.

The proposed project would not generate new significant impacts or a substantial increase in previously identified impacts associated with air quality. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with air quality will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to air quality than those disclosed in the 2017 IS/MND.

## **4. Biological Resources**

### Summary of Findings in Desert Rock II IS/MND

The subject site has been used as a wrecking yard since 1968. Scattered trees occur surrounding the residential structure in the west-central portion of the site, but otherwise the project area is bare packed dirt or structures. There was a slight potential for the occurrence of Burrowing owl, which is classified as a State species of special concern that reside in open dry grasslands and desert areas. Onsite buildings, auto bodies, and debris offer no nesting opportunities for birds covered under the Migratory Bird Treaty Act (MBTA).

The proposed development would have had no impact on species listed in local or regional plans, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. No impact to sensitive or candidate species was expected to occur.

The project site does not contain any streams, riparian habitat, marshes, protected wetlands, vernal pools or sensitive natural communities protected by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. No project-related impacts will occur.

The subject site is located in an urban area and surrounded by roadways and industrial development. The entire site has been used for many years as an auto salvage yard. It does not serve as a migratory wildlife corridor or nursery site. No project-related impacts will occur.

The subject property is located within the boundaries of the Coachella Multiple Species Habitat Conservation Plan (MSHCP). However, based on Section 4.48.110 (B and D) of the MSHCP, the site is not required to pay the Development Mitigation Fee because the site has previously been developed and will result in the conversion of an existing permitted use (wrecking yard) to a new permitted use (cultivation center). No project-related impacts will occur.

The 2017 IS/MND found that there would be no impacts associated with biological resources as a result of implementation of the approved project.

#### Analysis of the Proposed Project Modifications

The proposed new amendments will result in equivalent impacts to biological resources, when compared to those considered in the IS. The subject site is in the same developed condition as a wrecking yard, and is not a wildlife corridor or federally protected wetland.

Implementation of the proposed project would not result in new or substantially more adverse significant impacts than those described in the IS related to special-status plants and wildlife and sensitive natural communities. No impacts to biological resources would occur as a result of the currently proposed project.

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with biological resources. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. The proposed project will not create new or substantially more adverse cumulative impacts to biological resources than those disclosed in the 2017 IS/MND

## **5. Cultural Resources**

#### Summary of Findings in Desert Rock II Initial Study

The City of Coachella sits on the shoreline of ancient Lake Cahuilla, a large intermittent man-made freshwater lake created by flooding from the Colorado River. Its shorelines continually changed as the lake was filled and emptied. Human settlement along the lakeshore in the Coachella Valley was particularly intensive, with evidence of large-scale, multi-seasonal occupation.

CRM Tech conducted a cultural records search and surveyed the subject site in August 2017. The report stated that no archaeological features or artifacts deposits from the prehistoric or historical period were encountered at the site. While some of the automobile remains or parts appear to approach or exceed 50 years of age, their presence is the result of more recent salvage yard operations.

#### Historic Resources

The project site has previously been developed and existing structures and miscellaneous debris do not qualify as historic structures. In addition, the project site is not located in an area identified as historically significant by the Riverside County Historical Commission, National Register of Historic Places, California Register of Historical Resources or the City. For this reason, no impacts were expected.

### Archaeological Resources

Although the site is fully disturbed and developed, a letter to the city by the Agua Caliente Band of Cahuilla Indians – Tribal Historic Preservation Office stated the project area is within the tribe's Traditional Use Area. The cultural resource survey found no resources on the project site. However, there is a low potential for resources to occur below the surface, and the IS provided mitigation measures CUL 1-5 in order to reduce any potential impacts to less than significant levels.

### Paleontological Resources

The project site is not known to contain unique paleontological or geologic features. The site has been developed for a number of years, and surfaces scraped or covered with autos, concrete, asphalt, or buildings. No adverse impacts resulting from the project were anticipated.

### Disturbance of Human Remains

No cemeteries or human remains are known to occur onsite. The site is currently developed and it is unlikely that human remains will be uncovered during project development. Should remains be uncovered during grading of the site, California law requires that all activity stop, the coroner be notified, and he or she determine the nature of the remains and whether Native American consultation will be required. This requirement of law assured that there would be no impact to cemeteries or human remains.

### Analysis of the Proposed Project Modifications

The proposed project amendments will not impact any cultural resources. However, as was the case with the approved project, implementation of the project will result in the disturbance of soil on the site, and the currently proposed project will be subject to the mitigation measures included in the IS, including monitoring of ground disturbing activities in order to for impacts to remain at less than significant levels.

### Summary of Impacts

Less than significant impacts are anticipated with mitigations provided in the 2017 IS. The proposed project would result in similar impacts to cultural resources as were previously disclosed.

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with cultural resources. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. The proposed project will not create new or substantially more adverse cumulative impacts to cultural resources than those disclosed in the 2017 IS/MND.

## 6. Geology and Soils

### Summary of Findings in Desert Rock II Initial Study

The geotechnical analysis included a number of recommendations for onsite construction to assure that soils are properly sited and compacted, and that structures withstand ground-shaking.

### Alquist-Priolo Fault Zone

Surface rupture occurs when the ground surface is broken due to fault movement during an earthquake. The location of surface rupture generally can be assumed to be along an active or potentially active fault. No active faults have been mapped at the project site; therefore, the potential for fault rupture at the site is low.

The project site is located in the Coachella Valley, a seismically active region in which earthquakes originating on local and regional seismic events. The geotechnical analysis included a number of recommendations for onsite construction to assure that soils are properly sited and compacted, and that structures withstand groundshaking. These recommendations will be incorporated into the site-specific grading plans, and will be reflected in the City's review of grading and building plans. Impacts associated with groundshaking were found to be less than significant.

### Liquefaction

There is high liquefaction susceptibility on-site. Liquefaction analysis shows that depth to groundwater was less than 30 feet. The site is also susceptible to lateral spreading, which requires a shallow water table or proximity to a water source that could cause inundation of onsite soils. The IS contained mitigation measures, GEO-1 through GEO-5, to reduce impacts associated with these conditions to less than significant levels. The site is not susceptible to landslides due to its relatively flat terrain and distance from mountainous slopes.

### Soil Erosion

The project site is located in an area which is susceptible to high wind erosion (Riverside County General Plan; Figure S-8). The approved project would require demolition of the existing buildings and structures, construction of new buildings, and other ground disturbances by heavy machinery that could result in the loss of some topsoil and generate particulate matter. The project would be required to implement measures to control fugitive dust which would minimize potential adverse impacts associated with soil erosion. In addition, the City would require the implementation of best management practices associated with storm water flows on the project site. These standard requirements, in the form of a Water Quality Management Plan, would assure that erosion resulting from storm flows were controlled on and off site. Overall impacts associated with soil erosion were determined to be less than significant.



### Expansive Soils

Expansive soils typically contain large amounts of clay that expand when water is absorbed and shrink when they dry. The site's underlying soils consist of clay, silt, and fine-grained sand (Ql/Qa; Quaternary alluvium), which have a moderate-high shrink-swell potential. Moderate-high shrink-swell potential would expose people and property to hazards such as liquefaction and ground failure. Therefore, less than significant impacts associated with unstable and expansive soils will occur with the implementation of mitigation measures MM GEO 1-7 as set forth in the 2017 IS.

### Analysis of the Proposed Project Modifications

The project site is currently vacant and undeveloped, and is in a region that is seismically active. Therefore, all structures are required to meet seismic safety requirements of the Uniform Building Code (UBC) and California Building Code (CBC) for structures in a seismically active region. The project's proposed amendments will not change any of the impacts identified in the IS. Implementation of the proposed project amendments would result in the construction of structures that would be subject to the same hazards as those identified in the IS. The currently proposed project would be required to implement the same mitigation measures as those imposed on the approved project. Overall impacts associated with soils may be marginally decreased because most of the buildings on the site will be one-story, rather than the previously proposed three-story structures. As a result, loads on the soils will be reduced. However, since the liquefaction and expansive soils conditions occur regardless of construction type, the mitigation measures included in the IS would be required to reduce impacts to less than significant levels.

### Summary of Impacts

Less than significant impacts will be anticipated with mitigation, as was the case with the 2017 IS/MND. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with geology and soils. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with geology and soils will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to geology and soils than those disclosed in the 2017 IS/MND.

## **7. Greenhouse Gas Emissions Resources**

### Summary of Findings in Desert Rock II Initial Study

As described in the IS, greenhouse gas emissions during construction will be temporary and end once the project is completed and are not expected to interfere with meeting the objectives of AB 32. Whereas operation of the proposed project will create on-going greenhouse gases through the consumption of electricity and natural gas, moving sources, the transport and pumping of water for onsite use, and the disposal of solid waste.

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The SCAQMD has established a threshold of 10,000 metric tons of CO<sub>2</sub>e for industrial operations. This threshold was used in determining the potential significance of impacts associated with the approved project. The analysis found that the project would not exceed SCAQMD thresholds, either during construction or operations.

GHG impacts are cumulative in nature. As such, project construction and operation will be conducted in a manner that is consistent with applicable rules and regulations pertaining to the release and generation of GHG's. Statewide programs and standards will further reduce GHG emissions generated by the project, including new fuel-efficient standards for cars, and newly adopted Building Code Title 24 standards. As a result, impacts associated with greenhouse gases were expected to be less than significant.

### Analysis of the Proposed Project Modifications

As in the 2017 analysis, this Addendum evaluates the potential for the proposed project to result in new or substantially more adverse significant impacts to greenhouse gas emissions.

The proposed project will result increases to daily vehicle trips and associated greenhouse emissions. Results show that the proposed project will generate 861.57 metric tons of CO<sub>2</sub>e during construction of the project over 1.5 years. Furthermore, the operation of the project would result in metric tons of CO<sub>2</sub>e annually during operation of the subject site.

**Table 5**  
**GHG Emissions**  
**Desert Rock II**  
**(metric tons per year)**

	<b>CO<sub>2</sub></b>	<b>CH<sub>4</sub></b>	<b>N<sub>2</sub>O</b>	<b>CO<sub>2</sub>e</b>
Construction Activities	861.57	0.12	0.00	864.52
Operational Activities <sup>1</sup>	3,541.35	11.42	0.11	3,858.80

Source: CalEEMod Version 2016.3.1. CalEEMod output tables generated 8.2.18.

Values shown represent the total GHG emission projections.

1. Operation GHG emissions include area, energy, mobile, waste, and water source emissions.

The project will result in an overall decrease in project square footage and daily vehicle trips, which in turn resulted in a modified air quality report that generated similar greenhouse gas emissions for both construction and operation.

The City of Coachella adopted a Climate Action Plan (CAP) in conjunction with its General Plan in April, 2015. The goal of the CAP is to reduce GHG emissions within City operations and throughout the community, and the proposed project will be implemented within this context.

### Summary of Impacts

Less than significant impacts will occur as a result of the proposed project, as was the case with the 2017 IS. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with greenhouse gases. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with greenhouse gases will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to greenhouse gases than those disclosed in the 2017 IS/MND.

## **8. Hazardous and Hazardous Materials**

### Summary of Findings in Desert Rock II Initial Study

The approved project would have resulted in an industrial development with a primary use as an indoor cultivation facility. Cleansers, solvents, fertilizers, and pesticides will be present and transported or stored within the project site. These will occur in limited quantities and were not expected to represent a potentially significant impact.

For the previous IS/MND, a Phase I Initial Site Assessment was conducted to identify any potentially hazardous substances onsite or in the project vicinity that could impact or be impacted by the proposed project. The Phase I report determined that structures, equipment, and stains located on the property had the potential to contain hazardous materials, including above ground tanks, one of which was believed to contain diesel fuel, and one of which contained undetermined liquids. Without proper handling and mitigation, the presence and ultimate removal of these materials had the potential to significantly impact the environment. A Phase II Environmental Site Assessment (ESA) was required prior to the start of construction to ensure hazardous materials related impacts would be reduced to less than significant levels.

During the construction and demolition phases, heavy equipment would require minor maintenance on location, which utilize small amounts of oil and fuels and other potentially flammable substances. All construction activities would occur in accordance with all applicable federal, state, and local laws, including California's Occupational Health and Safety Administration (CalOSHA) requirements. Therefore, less than significant impacts were anticipated.

The project site is not located within one-quarter mile of any schools. Martin Van Buren Elementary School is located approximately 0.8 miles northwest of the site. For this reason, there would be no impacts related to schools.

Although the site had been occupied by Desert Truck & Auto Parts Wrecking, the 20-acre area is not listed on in any Environmental Data Resources databases or GeoTracker.

The Jacqueline Cochran Regional Airport is located approximately 3.84 miles south of the subject property. The subject site is not located within the boundaries of the airport's land use compatibility plan. The site is not located in the vicinity of a private airstrip. The project would not result in safety hazards for people living or working in the area.

### Analysis of the Proposed Project Modifications

The currently proposed project will be subject to the same conditions and hazards as those identified in the 2017 IS. The condition of the site has not changed, and the same Phase II ESA that was required for the approved project will be required for the proposed project, consistent with the mitigation measures in the 2017 IS.

During grading, excavation, and construction of the project site, there is the potential that soils would be exposed and disturbed, and surface water runoff could be degraded onsite. In addition, the storage and use of hazardous materials onsite such as paints, solvents, fuels, etc., could be potential sources of pollutants during construction. However, there are numerous laws and regulations in place to ensure that hazardous materials and wastes are used, stored, transported, and disposed of appropriately, as was the case of the approved project.

Regulations enforced by the City of Coachella, Riverside County, state and federal agencies apply to the activities relating to hazardous materials at the subject site, and will be applied to the proposed project. The proposed project will not impact schools or airport operations, as was the case with the approved project.

### Summary of Impacts

Less than significant impacts are anticipated, with the implementation of the same mitigation measures included in the 2017 IS. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with greenhouse gas emissions. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with greenhouse gas emissions will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to greenhouse gas emissions than those disclosed in the 2017 IS/MND.

## **9. Hydrology and Water Quality**

### Summary of Findings in Desert Rock II Initial Study

The project site is located in the Whitewater River watershed. All water providers in the watershed are required to comply with Regional Water Quality Control Board (RWQCB) standards for the protection of water quality, including the preparation of site-specific Water Quality Management Plans for surface waters. The approved project would connect to an existing 8-inch water line located in Harrison Street. Wastewater would be discharged into the existing system. The IS found that the regulations imposed by the City and the RWQCB would assure that the approved project would not violate water quality standards or waste discharge requirements.

The approved project was subject to SB 610 under the Water Code Section 10910(a) and was required to prepare a water supply assessment (WSA). The purpose of the water supply assessment was to document the sufficiency of the CWA water supply to meet the demand associated with the land use. The WSA estimated total industrial water demand for the project's indoor cultivation and outdoor landscaping use and compared these with the CWA's future available underground water resources. The WSA utilized the water demand factor of 4.12 acre-feet/year/acre. Based on this factor, the 2017 project would generate a water demand of approximately 72.33 acre-feet/year. The water supply and demand analyses conducted in the WSA determined that there are sufficient water supplies available to meet the demands of the proposed project, in addition to current and planned future water users for the 20-year period between 2020 and 2040. The approved WSA for the project and the 2017 IS analysis found that the approved project would not substantially deplete water resources and associated impacts would be less than significant.

#### Drainage System for The Project Site

The subject site is generally flat and developed and contains no rivers or streams. Development of the approved project would increase impermeable surfaces on site, and therefore increase on-site storm flows. A retention basin was designed on the eastern portion of the subject site to capture the on-site runoff.

Egan and Egan, Inc. prepared the "Preliminary Hydrology Study" for the project site in March 2017. To capture the west to east run-off during flood or storm events, a retention basin of approximately 0.95 acres was designed on the eastern portion of the site.

The approved project would have been subject to the City's standard requirements for the control of storm water, and for its protection from pollution. These standard requirements included approval of WQMP and SWPPP documents by the City Engineer, and implementation of best management practices during construction and operation of the project. As a result, the 2017 IS concluded that impacts associated with hydrology and water resources would be less than significant.

#### Analysis of the Proposed Project Modifications

The site is within CVWD's service area, and domestic water will be supplied from groundwater. Currently, the site is a wrecking and vehicle recycling facility; therefore, there is a limited need for water onsite. Development of the site will increase the need for water use that will ultimately affect the ground water reservoir. A project-specific WSA was prepared for the subject site and use. The currently proposed project proposes minor modifications in the site plan which includes an overall reduction in the intensity of the project, which will have 238,052 fewer square feet of building area. This represents a 32% decrease from the entitled project. The anticipated modifications in square footage would represent a decrease in water use.

The two indoor grow buildings, which occur on the eastern end of the site, will be three stories in height, while the four greenhouse buildings will be one story. The indoor grow buildings will be of standard construction, with windows on all sides, and metal roll-up doors. Parking spaces are distributed throughout the site. The proposed retention basin will occur, as it did in the original project, on the eastern border of the site.

This Addendum evaluates the potential for the proposed Project's modifications to result in new or substantially more adverse significant impacts to hydrology and water quality. As disclosed in the 2017 IS, the project site is located in the Whitewater River watershed. As such, all water providers in the watershed are required to comply with Regional Water Quality Control Board (RWQCB) standards for the protection of water quality, including the preparation of site-specific Water Quality Management Plans for surface waters. Similar to the approved project, the proposed project would connect to an existing 8-inch water line located in Harrison Street. Wastewater would be discharged into the existing system.

The proposed project site has the same setting related to hydrology and water quality as was disclosed in the 2017 IS, including the same hydrologic and flooding history, climate, surface and groundwater background, and soils. Therefore, construction and operation phases on the site could have the potential to impact groundwater and surface water quality. At buildout, the urban runoff resulting from storm flows from the project site could carry pollutants into the local drainages. To minimize the discharge and transport of pollutants, the city will require the proposed project to control the volume and rate of storm water runoff from the project site so as to prevent any deterioration of water quality.

Egan Civil, Inc. prepared an "Updated Preliminary Hydrology Report" for the proposed project in June 2018. Based on the analysis, the site has a west to east slope.

The site is located within FEMA Flood Zone X, areas determined to be outside 0.2% annual chance as indicated on the FEMA Flood Insurance Rate Map No. 06065C2260G.

The updated hydrology report analyzed the potential for the proposed Project to provide sufficient space for the retention of 100% of the subject site's runoff as required by the City's ordinances and policies.

The total peak runoff generated from the site is 0 cfs for the 100-year 24-hour storm event. The site will retain and infiltrate all runoff for the 100-year, 24-hour storm with an underground system located along Harrison Street. The proposed retention basin will be 0.95 acres, which will hold approximately 3.38 acre-feet for the 100-year storm event allowing 1 foot of freeboard. This water will be stored during flood events and infiltrate through a series of dry wells.

The proposed project has demonstrated that it can be designed to meet or exceed the City's requirements for storm water retention, consistent with the analysis provided in the IS. The proposed project will not result in new or significantly greater impacts than those analyzed in the IS. Impacts associated with hydrology and water resources are expected to be less than significant with the implementation of the updated hydrological design.

### Summary of Impacts

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with hydrology or water resources. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in

the proposed Project's density, the cumulative impacts associated with hydrology and water resources will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to hydrology and water resources than those disclosed in the 2017 IS/MND.

## **10. Land Use and Planning**

### Summary of Findings in Desert Rock II Initial Study

The IS considered both General Plan policies and Zoning Ordinance requirements and determined that implementation of the project would result in less than significant impacts to land use and planning.

The project site is designated as an Industrial District on City's land use map. The project proposed concrete buildings with a primary use of cannabis cultivation. The city allows the cultivation of cannabis within the Industrial District, with the approval of a conditional use permit. The City's requirements include prohibitions against outdoor cultivation, the elimination of odors through air filtration systems, and the payment of fees based on production at the facility. All activities were to be conducted pursuant to the City's Municipal Code requirements and standards to avoid any conflict with any land use plan, policy, or regulation. No project-related impacts were expected.

As stated above in the Biological Resources section, the project site is located in the Coachella Valley Multiple Species Habitat Conservation Plan (MSHCP) boundaries. However, the project site is currently occupied by existing development. Therefore, the proposed new development on the subject site is not required to pay the MSHCP Local Development Mitigation Fee. No conservation plan-related impact was expected.

### Analysis of the Proposed Project Modifications

The project amendments will make only minor modifications to the previously proposed project, limited to the building distribution and reductions in heights.

It is anticipated that the proposed project will not conflict with any plan or significantly alter the approved land use type or intensity. Therefore, the proposed project modifications would have no impact on land use or planning, as was the case in the 2017 IS.

### Summary of Impacts

No project related impact is anticipated. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with land use or planning. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. The proposed project will not create new or substantially more adverse cumulative impacts to land use and planning than those disclosed in the 2017 IS/MND.

## 11. Mineral Resources

### Summary of Findings in Desert Rock II Initial Study

In the General Plan, the project site is designated as Mineral Zone MRZ-1, which indicates an area where available geological information indicates that little likelihood exists for presence of significant mineral resources; however the significance of these deposits cannot be evaluated from available data (Riverside County 2003).

The project site occurs in an industrial setting and is not designated for mineral resource land uses. It has been previously developed and the proposed project would not result in the loss of available known mineral resources. No project-related impacts to mineral resources were anticipated.

### Analysis of the Proposed Project Modifications

The project amendments will not affect any mineral resources at the site, as the proposed project will only result in changes in building intensity and heights.

### Summary of Impacts

As was the case with the 2017 IS/MND, no impacts to mineral resources are anticipated.

## 12. Noise

### Summary of Findings in Desert Rock II Initial Study

The subject property is developed and occupied by Desert Truck & Auto Parts Wrecking. The main noise sources in the project vicinity were vehicular traffic on adjacent and nearby roadways (Harrison Street, Avenue 48, and Dillon Road) and surrounding auto wrecking facilities (All Kars Auto Wrecking, Ajax Auto Wrecking, Inc., Ronaldo Junk Yard, Marcelo's Auto Repair, and 48 Auto Wrecking, Inc.) The nearest sensitive receptors were single-family residences located approximately 0.26 miles (418 meters) southwest of the project site.

### Temporary Noise Increases

During the construction phase, site grading and preparation would generate the loudest noise levels (ranging from 70 to 94 dBA Leq at a distance of 50 feet) in the vicinity. Demolition and construction activity could occur as close as 200 feet from commercial/industrial uses in all directions. No sensitive receptors occurred in the vicinity of the project. The City would require that construction activity comply with Section 7.04.070 of the Municipal Code, which limits construction activity to between 6 a.m. to 5:30 p.m. on weekdays between October 1<sup>st</sup> and April 30<sup>th</sup> and 5 a.m. to 7 p.m. on weekdays between May 1<sup>st</sup> and September 30<sup>th</sup>, and 8 a.m. to 5 p.m. on Saturdays, Sundays, and holidays year-round. These requirements would have reduced noise impacts to less sensitive daytime hours and assure that short-term construction noise impacts would be less than significant.



### Permanent Noise Sources

During the operational phase, the most significant source of noise in the project area would be vehicle traffic noise, primarily from Harrison Street, Avenue 48, and Dillon Road. However, operation of the proposed project was expected to generate noise levels similar to surrounding land uses in the project vicinity, including noise levels anticipated for the land use of the proposed site. Therefore, impacts were determined to be less than significant, and no mitigation was included in the IS.

The project related noise impacts would be less than significant without mitigation measures.

### Analysis of the Proposed Project Modifications

The project amendments will not result in any significant changes to the noise environment. As described in the IS, the nearest sensitive receptors (single-family residences located approximately 0.26 miles southwest of the project site) will be subject to the same level of noise during construction as was analyzed under the IS. The proposed development will result in the introduction of land uses on lands that are currently allowed in the Industrial District, and will therefore increase noise levels on and around the property at similar levels to those of surrounding properties, consistent with that considered in the 2017 IS.

Structures will be required to meet the most recent version of the California Building Code noise insulation standards. Noise from the proposed project will result from increased activity and traffic generated by the workers and customers of the site. However, consistent with the findings of the IS, the proposed project is not expected to experience high noise levels. Furthermore, the reduced intensity of the proposed project will reduce noise levels emanating from the site because vehicle activity will be reduced. It is expected that the impacts associated with noise will remain less significant.

### Summary of Impacts

Less than significant impacts are anticipated, consistent with that identified in the 2017 IS. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with noise. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with noise will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts from noise than those disclosed in the 2017 IS/MN

## **13. Population and Housing**

### Summary of Findings in Desert Rock II Initial Study

The proposed project will not generate population growth in the area. The proposed cultivation facility will result in a need for employees for each phase of development. The facility will generate a need for approximately ±250 employees. New jobs are likely to be filled by existing residents, or new residents to the area who will move based on employment and housing opportunities. The Southern California Association of

Governments (SCAG) estimates that the City will have a total population of 70,200 in 2020 and 128,700 in 2035. The anticipated population growth will be considerably greater than that needed to supply employees to the facility. The project will benefit from anticipated population growth, and is not expected to induce it.

The proposed project will be required to improve Harrison Street to its ultimate half-width; however, it will not result in the extension of infrastructure that will generate new development, particularly since Harrison Street is currently sub-standard. The project will connect to existing utility infrastructure and will not require utility extensions that will induce additional growth. The area surrounding the proposed project is generally developed, with limited opportunities for growth. Impacts are expected to be less than significant.

### Analysis of the Proposed Project Modifications

Impacts to population growth are expected to be less than significant and will be absorbed by the natural growth of the City over time. No residents will be displaced, and no replacement housing will be required for the project modifications, consistent with the findings in the 2017 IS. The project modifications will not affect population and housing. No new impact are expected.

### Summary of Impacts

Project related impact will be less than what was estimated in the previous IS and will be less than significant. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with population and housing. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with population and housing will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts on population and housing than those disclosed in the 2017 IS/MND.

## **14. Public Services**

### Summary of Findings in Desert Rock II Initial Study

#### Fire Protection

The approved project was expected to require fire protection services that were largely comparable to those required by surrounding land uses and current on-site development. Given the site's proximity to a local fire station, fire personnel were expected to be able to reach the site within the target five minute response time. Emergency access was to be provided to the property via the existing public roadway network.

#### Police

The approved project would result in a marginal increase in demand for police services. Facility operations would require police services comparable to surrounding industrial land uses. Police personnel would be able to access the site using Avenue 48, Harrison

Street, Dillion Road, and Highway 111. The project would be required to comply with all police department regulations and procedures. Perimeter fencing, gates, and security cameras would be installed onsite to provide additional protection. Project-related impacts were determined to be less than significant.

#### Schools

The proposed project will result in a cannabis cultivation development that will not increase the City's student population. The proposed project would not require the construction of additional school facilities. To offset increases in student population associated with the employees at the facility, the proposed project would be required to pay the mandated school development impact fees. These fees are designed to mitigate impacts to schools.

#### Parks and Other Public Facilities

The proposed project would not result in an increase in population that would require the provision of additional public services or facilities in the City of Coachella. The demand for public services would not increase as a result of the approved project.

The IS found that the development of the project site would result in increased demands on public services. However, the IS found that the increased demand would be offset by the payment of fees and increases in revenues expected as a result of project development. The IS concluded that impacts associated with public services would be less than significant.

#### Analysis of the Proposed Project Modifications

The proposed project will result in similar impacts to fire and police services, although the overall impacts could be marginally reduced because of the reduction in total square footage. Similarly, indirect impacts associated with the need for schools and parks from employees within the project area will also be reduced, since fewer employees will be required for this project. Overall, the proposed project will generate a somewhat lower demand for public services, thus resulting in less than significant impacts.

#### Summary of Impacts

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with public services. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with public services will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to public services than those disclosed in the 2017 IS/MND.

## **15. Recreation**

#### Summary of Findings in Desert Rock Initial Study

The approved project would result in the development of an indoor horticulture campus. The project was not expected to generate population growth in the area and, therefore,

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would not increase the use of existing neighborhood or regional parks or other recreational facilities, nor would it require the construction or expansion of recreational facilities. No impact was anticipated.

### Analysis of the Proposed Project Modifications

The project's proposed amendments will make no significant change in recreational facilities in the City. Development of the proposed project would not require the construction or expansion of recreational facilities within the project vicinity or the City; therefore, no project-related impacts would result, consistent with that analyzed in the 2017 IS.

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with recreation. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with recreation will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to recreational facilities than those disclosed in the 2017 IS/MND.

## **16. Transportation/Traffic**

### Summary of Findings in Desert Rock II Initial Study

The project site is located east of Grapefruit Boulevard, approximately 0.15 miles south of Avenue 48 and on the west side of Harrison Street in an industrial area of the City of Coachella. Primary access for the approved project would be provided at a gated entrance at the southeast corner of the site on Harrison Street. Emergency vehicle access would be provided via a driveway located in the northeast corner of the site on Harrison Street.

In order to evaluate the traffic generation as a result of the project, Urban Crossroads prepared a "Traffic Impact Analysis Report" for the proposed project in January 2017. The traffic analysis was based upon a variety of sources, including the General Plan Mobility Element and the Institute of Transportation Engineers' 9th Edition Trip Generation Manual (2012). The land use category used for the analysis is No. 818 Nursery (wholesale), which best describes the proposed development. However, the Business Park category was also used for comparison purposes.

### Project Trip Generation

Projected vehicle trip rates for the proposed project were derived from the Institution of Transportation Engineers (ITE) 9th Edition Trip Generation Report. For analysis purposes, the ITE land use category No. 818, Nursery (Wholesale) was used to define the approved project. Potential project-related trip generation was also calculated based on the Business Park land use category.

**Table 6**  
**Project Trip Generation Summary: Cultivation Center**

Land Use	ITE	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates									
Nursery (Wholesale)	818	AC	0.13	0.13	0.26	0.23	0.22	0.45	19.50

Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates									
Cultivation Center	20	AC	3	3	6	5	4	9	390

**Table 7**  
**Project Trip Generation Summary: Business Park (in PCE)**

Land Use	Units	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates (PCE)									
Business Park	TSF	--	0.187	0.045	0.232	0.045	0.165	0.210	2.336
Passenger Cars			0.151	0.036	0.188	0.036	0.134	0.170	1.892
2-Axle Trucks			0.028	0.007	0.035	0.007	0.025	0.032	0.354
3-Axle Trucks			0.003	0.001	0.004	0.001	0.003	0.004	0.042
4-Axle+ Trucks			0.045	0.011	0.056	0.011	0.040	0.050	0.561

Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Passenger Car Equivalent (PCE) Trip Generation Summary									
Coachella Research & Development	740.880	TSF							
Passenger Cars:			112	27	139	27	99	126	1,402
Truck Trips:									
2-Axle Trucks			21	5	26	5	19	24	262
3-Axle Trucks			2	1	3	1	2	3	31
4-Axle+ Trucks			33	8	41	8	29	37	415
Net Truck Trips (PCE)			56	14	70	14	50	64	708
<b>Total Net Trips (PCE)</b>			<b>168</b>	<b>41</b>	<b>209</b>	<b>41</b>	<b>149</b>	<b>190</b>	<b>2,110</b>

For comparison purposes, trip generation rates and a trip generation summary of the project (Business Park) traffic (in Actual Vehicles) are shown on Table 8. Based on this analysis, the approved project would generate an estimated total of 1,731 vehicle trip-ends per day, including 172 AM peak hour trips, and 156 PM peak hour trips. This represents 379 fewer trips than estimated using the PCE method described above.

**Table 8**  
**Project Trip Generation Summary: Business Park (in Actual Vehicles)**

Land Use	Units	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates (PCE)									
Business Park	TSF	--	0.187	0.045	0.232	0.045	0.165	0.210	2.336
Passenger Cars			0.151	0.036	0.188	0.036	0.134	0.170	1.892
2-Axle Trucks			0.019	0.005	0.023	0.005	0.017	0.021	0.236
3-Axle Trucks			0.002	0.000	0.002	0.000	0.001	0.002	0.021
4-Axle+ Trucks			0.015	0.004	0.019	0.004	0.013	0.017	0.187

Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Passenger Car Equivalent (PCE) Trip Generation Summary									
Coachella Research & Development	740.880	TSF							
Passenger Cars:			112	27	139	27	99	126	1,402
Truck Trips:									
2-Axle Trucks			14	3	17	3	12	16	175
3-Axle Trucks			1	0	2	0	1	1	16
4-Axle+ Trucks			11	3	14	3	10	12	138
Net Truck Trips (PCE)			26	6	33	6	23	30	329
<b>Total Net Trips (PCE)</b>			<b>139</b>	<b>33</b>	<b>172</b>	<b>33</b>	<b>122</b>	<b>156</b>	<b>1,731</b>

Future Traffic Impacts

The approved project would generate 390 trips per day, which was consistent with surrounding industrial land uses. In comparison, the project (Business Park) was estimated to generate a net total of 2,110 passenger car equivalent (PCE) trip-ends per day on a typical weekday with approximately 209 PCE AM peak hour trips and 190 PCE PM peak hour trips.

Fair Share Cost of Improvement for the Approved Project

According to the traffic analysis report, the intersection of SR-86S SB Ramps at Dillon Road would be the only overlapping intersection that could be impacted under long-range conditions. It was also determined that improvements along the intersection of SR-86S SB Ramps at Dillon Road would not be covered by Transportation Uniform Mitigation Fee (TUMF) or City of Coachella Development Impact fee (DIF). As such, fair share cost of improvement was determined for this project.

Table 9 shows the project's fair share calculations for the intersection of SR-86S SB Ramps at Dillon for both Cultivation Center and Business Park alternatives under the approved project. It indicates that the project would contribute between 0.06% (Cultivation Center) to 1.54% (Business Park alternative) of new vehicle trips to the intersection of SR-86S SB Ramps at Dillon Road.

**Table 9  
Project Fair Share Calculations  
for the intersection of SR-86S SB Ramps at Dillon**

Intersection	Existing	Project	Year 2035 With Project Volume**	Total New Traffic	Project % of New Traffic
SR- 86S SB Ramps / Dillon Rd.					
	Cultivation Center				
AM:	865	4	7,472	6,607	0.05%
PM:	902	6	9,434	8,532	0.06%*
	Business Park				
AM:	865	117	7,585	6,720	1.54%*
PM:	902	106	9,534	8,632	1.11%

\* Highest peak hour

\*\* Year 2035 traffic volumes obtained from La Entrada Specific Plan Traffic Impact Analysis (June 30, 2013) prepared by LSA Associates, Inc.

The approved project was conditioned to be responsible for roughly 0.05% (cultivation center) and 1% (business park) of the cost of improvements along the intersection of SR-86S SB Ramps at Dillon.

The General Plan EIR projects that Avenue 48 (main road close to project site) is anticipated to operate at LOS C or better at General Plan build out (2035). As a result, the approved project would not have resulted in a degradation of short or long term conditions, and was likely to result in comparable traffic levels on surrounding streets. The IS found that traffic and circulation impacts during construction and operation of the project could be less than significant with the implementation of mitigation measure TRA-1 and recommendations provided in the traffic analysis impact study.

### Air Traffic

The Jacqueline Cochran Regional Airport is located approximately 3.84 miles south of the subject property. The approved project would have had no impact on the facilities or operations of regional airports, and would not result in a change in air traffic patterns.

### Design Feature Related Hazards

The approved project would have been developed in accordance with City design standards and would not have created a substantial increase in hazards due to a design feature. The project's access points would be located with adequate sight distances, and project-generated traffic will be consistent with existing traffic in the area. No project-related impact was anticipated.

### Emergency Access

Emergency access was to be provided at the northeast corner of the site on Harrison Street. Regional access to the project site was to be provided via major arterials, secondary arterials, and a variety of local roads. Prior to construction, both the Fire Department and Police Department would review the project site plan to ensure safety measures are addressed, including emergency access. The approved project would not result in inadequate emergency access.

Public Transit, Bicycle or Pedestrian Facilities

There were no bicycle facilities adjacent to the project site, nor did the General Plan propose bicycle facilities on either Harrison Street or Avenue 48 in the vicinity of the proposed project. SunLine Transit Agency provides bus transit services to the Coachella Valley, including the City of Coachella. SunLine operates an existing bus route on Grapefruit Boulevard, with a bus stop located approximately 0.31 miles west of project site. Future employees will have access to existing bus service.

The approved project did not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. No project-related impact is anticipated

Analysis of the Proposed Project Modifications

The project evaluated in the Coachella Research and Development Park Traffic Impact Analysis was proposed to include the development of 740,880 square feet (sf) of building space on 20.00 acres for a Cultivation Center, or alternatively with 740,880 sf of Business Park use. However, the revised plan currently shows the building area has been reduced to include 503,970 sf of building space on 20.0 acres.

The projected trip generation for the Cultivation Center use remains unchanged from the 2017 Traffic Study as the site given that the acreage remains at 20.0 acres.

Trip generation rates used to estimate proposed Project (Business Park use) traffic (in passenger car equivalent or PCE) are shown in Table 10, and a summary of the Project's trip generation is also shown in Table 10.

**Table 10**  
**Project Trip Generation Summary: Business Park (in PCE)**

Land Use	Units	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates (PCE)									
Business Park	TSF	--	0.187	0.045	0.232	0.045	0.165	0.21	2.336
	Passenger Cars		0.151	0.036	0.151	0.036	0.188	0.036	0.134
	2-Axle Trucks		0.028	0.007	0.028	0.007	0.035	0.007	0.025
	3-Axle Trucks		0.003	0.001	0.003	0.001	0.004	0.001	0.003
	4-Axle+ Trucks		0.045	0.011	0.045	0.011	0.056	0.011	0.04



**Table 10 (Continued)**  
**Project Trip Generation Summary: Business Park (in PCE)**

Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Passenger Car Equivalent (PCE) Trip Generation Summary									
Coachella Research & Development	503.970	TSF							
Passenger Cars:			76	18	94	18	76	18	94
Truck Trips:									
2-Axle Trucks			14	3	17	3	14	3	17
3-Axle Trucks			2	0	2	0	2	0	2
4-Axle+ Trucks			23	5	28	5	23	5	28
Net Truck Trips (PCE)			39	8	47	8	34	42	39
<b>Total Net Trips (PCE)</b>			<b>115</b>	<b>26</b>	<b>141</b>	<b>26</b>	<b>101</b>	<b>127</b>	<b>115</b>

As with the 2017 IS, for comparison purposes, trip generation rates and a trip generation summary of the Project (Business Park) traffic (in Actual Vehicles) are shown on Table 2. The trip generation rates are based upon data collected by the ITE in their published Trip Generation Manual, 10th Edition, 2017. The Project (Business Park) is estimated to generate a net total of 1,436 PCE trip-ends per day on a typical weekday with approximately 141 PCE AM peak hour trips, and 127 PCE PM peak hour trips.

**Table 11**  
**Project Trip Generation Summary: Business Park (in Actual Vehicles)**

Land Use	Units	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates (PCE)									
Business Park	TSF	--	0.187	0.045	0.232	0.045	0.165	0.210	2.336
Passenger Cars			0.151	0.036	0.188	0.036	0.134	0.170	1.892
2-Axle Trucks			0.019	0.005	0.023	0.005	0.017	0.021	0.236
3-Axle Trucks			0.002	0.000	0.002	0.000	0.001	0.002	0.021
4-Axle+ Trucks			0.015	0.004	0.019	0.004	0.013	0.017	0.187
Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
Passenger Car Equivalent (PCE) Trip Generation Summary									
Coachella Research & Development	740.880	TSF							
Passenger Cars:			76	18	95	18	67	86	954
Truck Trips:									
2-Axle Trucks			10	2	12	2	8	11	119
3-Axle Trucks			1	0	1	0	1	1	11
4-Axle+ Trucks			8	2	9	2	7	8	94
Net Truck Trips (PCE)			18	4	22	4	16	20	224
<b>Total Net Trips (PCE)</b>			<b>94</b>	<b>23</b>	<b>117</b>	<b>23</b>	<b>83</b>	<b>106</b>	<b>1,177</b>

# ITEM 14.a.

Although the proposed Project will generate higher traffic counts than the existing wrecking yard, the project will generate approximately 933 fewer trips than projected in the 2017 IS because it proposes 32% less square footage than currently permitted by the approved project. Overall the project area would result in traffic impacts that are less than those considered in the 2017 IS.

### Fair Share Cost of Improvement for the Proposed Project

According to the traffic analysis report, the intersection of SR-86S SB Ramps at Dillon Road will be the only overlapping intersection that could be impacted under long-range conditions. It was also determined that improvements along intersection of SR-86S SB Ramps at Dillon Road will not be covered by Transportation Uniform Mitigation Fee (TUMF) or City of Coachella Development Impact fee (DIF).

Table 12 shows the proposed project's fair-share calculations and indicates that the Project contributes between 0.06% (Cultivation Center) to 1.30% (Business Park alternative) of new vehicle trips to the intersection of SR-86S Southbound Ramps at Dillon Road. The maximum fair share contribution (observed between the AM and PM peak hours) for each of the Project land use alternatives are summarized on Table 12. This is consistent with the analysis performed for the approved project.

**Table 12**  
**Project Fair Share Calculations for the intersection of SR-86S SB Ramps at Dillon**

Intersection	Existing	Project	Year 2035 With Project Volume**	Total New Traffic	Project % of New Traffic
SR- 86S SB Ramps / Dillon Rd.					
	Cultivation Center				
AM:	865	4	7,472	6,607	0.05%
PM:	902	6	9,434	8,532	0.06%*
	Business Park				
AM:	865	117	7,585	6,720	1.54%*
PM:	902	106	9,534	8,632	1.11%

\* Highest peak hour

\*\* Year 2035 traffic volumes obtained from La Entrada Specific Plan Traffic Impact Analysis (June 30, 2013) prepared by LSA Associates, Inc.

With the implementation of mitigation measure TRA-I contained in the 2017 IS, the proposed Project will have less than significant impacts on level of service standards and will not lead to a substantial increase in traffic.

### Air Traffic

Similar to the conclusion made in the 2017 IS, the proposed Project is located approximately 3.84 miles south of the subject property. The proposed project would have had no impact on the facilities or operations of regional airports, and would not result in a change in air traffic patterns, as was the case with the approved project.

### Design Feature Related Hazards

The proposed project will be developed in accordance with City design standards and will not create a substantial increase in hazards due to a design feature. The design of the Project area is substantially consistent with that previously analyzed, and will not substantially change with implementation of the proposed project.

### Emergency Access

Access to the subject site is provided via major arterials, secondary arterials, and a variety of local roads. Emergency access will be provided and preserved onsite. Both the Fire Department and Police Department will review project plans to ensure safety measures are addressed, including emergency access, as was the case under the approved project. The proposed project will not result in inadequate emergency access. No new impacts to emergency access of parking is expected.

### Public Transit, Bicycle or Pedestrian Facilities

The closest public transportation facility is the Sunline Transit Agency Line 11, which provides service along on Grapefruit Boulevard, with a bus stop located approximately 0.31 miles west of project site. Development of the proposed Project will have no impact on this or any other transit service.

### Summary of Impacts

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with transportation and traffic. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's overall square footage and parking spaces, the cumulative impacts associated with transportation and traffic will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to transportation and traffic than those disclosed in the 2017 IS/MND.

## **17. Tribal Resources**

### Summary of Findings in Desert Rock Initial Study

As described in the Cultural Resources section, the ground surface on the subject property has been heavily disturbed for many years as an auto salvage yard. The record search at the Eastern Information Center (EIC), University of California, Riverside, revealed 46 historical/archaeological sites and 12 isolates near the project site. They consist of various materials and are potential for important historical/archaeological data for the study of regional prehistory and do not appear to be eligible for listing in the California Register of Historical Resources. However, none of these 46 sites or 12 isolates was found in the immediate vicinity of the project site, and thus none of them required further consideration. The City conducted tribal consultation for the project, and received comments from the Agua Caliente Band of Cahuilla Indians. The tribe identified the area as part of the traditional use area, and requested that monitoring be required during earth moving activities. This monitoring was included in the Cultural Resources section of the 2017 IS, and would mitigate the tribe's concerns about buried resources to less than significant levels.

## Analysis of the Proposed Project Modifications

The site is developed and has been disturbed by previous auto salvage activities. The proposed project will disturb the same area as the approved project, and therefore has the same potential to impact buried resources. The mitigation measures included in the 2017 IS would be applied to the proposed project, and would mitigate potential impacts to tribal resources to less than significant levels.

## Summary of Impacts

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with tribal resources. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. The proposed project will not create new or substantially more adverse cumulative impacts to tribal resources than those disclosed in the 2017 IS/MND.

## **18. Utilities and Service Systems**

### Summary of Findings in Desert Rock II Initial Study

#### Wastewater Treatment

The approved project would result in increased wastewater flows, which would be transported to the Coachella Sanitary District Treatment Plant. All development would be required to connect to the existing sanitary sewer system. The Coachella Sanitary District (CSD), which operates wastewater treatment facilities in the City of Coachella, would serve the proposed project and is subject to wastewater treatment standards established by the Regional Water Quality Control Board. All components of the proposed project would be required to design facilities consistent with CSD and Regional Board standards. These requirements would assure that impacts associated with wastewater treatment would remain less than significant.

#### Domestic Water

The Coachella Water Authority (CWA) would provide domestic water services to the project site. The approved project would connect to existing domestic water lines in Harrison Street. No new wells or additional water infrastructure or entitlements would be required. The IS determined that the project would generate demand for 72.33 acre-feet of water per year.

Coachella's primary water source is local groundwater from the Lower Whitewater River Subbasin that is pumped by CWA's six operational wells. In 2017, the total pumping capacity of the wells was an estimated 11,400 gallons per minute (gpm) or 16.5 million gallons per day (MGD). The basin has a capacity of approximately 28.8 million ac-ft and contains 25 million ac-ft. The approved project's water demand would have a less than significant impact on groundwater resources. Sufficient water supplies were available to serve the area. No new or expanded entitlements or infrastructure was required. Impacts were determined to be less than significant.

### Storm Water Systems

The approved project would not impact existing stormwater management systems significantly. Due to the construction of impervious surfaces, including driveways and parking lots, the approved project would result in an incremental increase in the volume of stormwater. The City required that the incremental increase in volume be managed onsite. As explained in the Hydrology discussion, the approved project included a retention basin on its eastern boundary which would accommodate storm flows from throughout the project site. Impacts were determined to be less than significant.

### Solid Waste

Burrtec provides solid waste services to the City of Coachella. The Coachella Valley Transfer Station received an average of 328 tons of waste per day in 2017 and had a capacity of 1,100 tons of waste per day. The project would be required to provide onsite waste management facilities, which would be hauled by Burrtec to the Lamb Canyon landfill, which had capacity through 2021. Facility operators, including Burrtec, are required to meet all local, regional, state, and federal standards for solid waste disposal. Impacts associated with solid waste disposal were expected to be less than significant.

### Analysis of the Proposed Project Modifications

The subject site is currently developed and no new facilities would need to be constructed to serve the site. The project site will be connected to the existing utility systems in a manner consistent with that required of the approved project, as discussed below.

### Wastewater Treatment

Project Amendments will not affect the wastewater treatment plant and City's sewer plans and what was analyzed in the IS. The currently proposed project will result in approximately 32% fewer square feet than what was originally planned for the site, and would be expected to generate an equivalent reduction in wastewater. Therefore, the impact on wastewater treatment facilities would be less than that originally considered, and would remain less than significant.

### Domestic Water

The proposed project, with a reduced area for cultivation of 32%, would be expected to generate an equivalent reduction in domestic water use, resulting in an annual demand of 49.2 acre feet per year. The water supply and demand analyses conducted in the WSA determined that there are sufficient water supplies available to meet the demands of the proposed project, and as a result, the reduced project size, and associated reduced water demand would represent a lower impact than previously analyzed. Impacts associated with domestic water would be less than those analyzed in 2017, and would remain less than significant.

### Storm Water Management

The proposed development will result in impermeable hardscape onsite similar to those designed in the 2017 project, which will increase surface runoff and somewhat alter the local drainage pattern. As previously mentioned, the proposed project will be required to develop and implement a WQMP, which specifies Best Management Practices (BMPs)

that will prevent all construction pollutants from remaining in storm water and keep all erosion from moving off site into receiving waters. As mentioned above, one onsite retention basin will be constructed to accommodate the project's surface runoff. Impacts will be consistent with those analyzed in the 2017 IS, and will remain less than significant.

### Solid Waste

The proposed development will result in a reduction in solid waste generation, because of the reduced square footage of the overall project. As was the case with the 2017 project, the proposed project will be subject to State mandates for recycling and waste reduction. As a result, impacts associated with the proposed project can be expected to be less than those analyzed in the 2017 IS, and will remain less than significant.

### Summary of Impacts

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with utilities. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. The proposed project will not create new or substantially more adverse cumulative impacts to utilities than those disclosed in the 2017 IS/MND.

## **19. Mandatory Findings of Significance**

Impacts associated with biological and cultural resources are analyzed in the IS with limited mitigations measures proposed to keep the impacts less than significant during the on-site construction and operational activities. The proposed project amendments will be comparable to the 2017 findings and the same mitigation measures shall be implemented during project activities.

The project amendments will be consistent with the General Plan and will not have any additional cumulatively considerable impacts beyond build out of the General Plan. The proposed project will result in lower air and greenhouse gas emissions, and marginally lower noise levels, which will reduce impacts to human beings.

Overall, the currently proposed project will result in equivalent or lower impacts on the environment, and will not require any additional or changed mitigation measures.

## Appendix A CalEEMOD Modeling Data

**Appendix B**  
**Traffic Impact Analysis Letter Update**



MITIGATION, MONITORING, AND REPORTING PROGRAM: DESERT ROCK DEVELOPMENT INDOOR HORTICULTURE CAMPUS SITE 2

Summary of Avoidance, Minimization or Mitigation Measures	Responsible Branch / Staff	Timing /Phase	Action/Criteria to Comply with Task	Compliance Checked By	Date
<b>Cultural Resources</b>					
CUL-1: An Approved Cultural Resources Monitor(s), as indicated by ACBCI, shall be present during any survey and/or ground disturbing activities. If buried cultural materials are discovered during earth-moving operations associated with the proposed project, all work in that area should be halted or diverted until a qualified archaeologist can evaluate the nature and significance of the find.	Project Manager; Approved Native American Cultural Monitors, Qualified Archeologist.	All phases of project construction	The presence of an approved Native American Cultural Monitor(s) during any ground disturbing activities (including archaeological testing and surveys). The monitor may request that destructive construction halt in the event that cultural deposits are encountered, and 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 ACBCI Tribal Historic Preservation Officer.		
CUL-2: A copy of the records search with associated survey reports and site records from the information center shall be sent to the ACBCI THPO. Upon receipt of requested materials the ACBCI THPO may have additional recommendations or require further mitigation measures.	Project Manager	All phases of project construction	All cultural resource documentation materials shall be provided to ACBCI THPO with ongoing consultation regarding further mitigation measures to ensure impacts are less than significant.		
CUL-3 <i>Copy of any Cultural Resource Document.</i> Copies of any cultural resource documentation (report and site records) generated in connection with this project shall also be submitted to the ACBCI.	Project Manager	All phases of project construction	All cultural resource documentation materials shall be provided to ACBCI THPO with ongoing consultation regarding further mitigation measures to ensure impacts are less than significant.		

<b>Geological Resources</b>					
GEO-1-7: The Project shall adhere to the recommendations set forth in the project Geotechnical Report. (Also see MM GEO-1 thru MM GEO-7 in IS).	City Engineer	Prior to issuance of grading permits.	The project contractors shall comply with and thoughtfully apply the standard regulations and requirements set forth in the Geotechnical Report.		
<b>Hazardous Materials</b>					
HAZ-1-5 The Project shall require the preparation of a Phase II ESA. The project shall adhere to the recommendations set forth in the project Phase II ESA. (Also see MM HAZ-1 thru MM HAZ-5 in IS).	Construction Contractor	Prior to issuance of grading permits.	Implementation and adherence to the Phase II ESA should be monitored during all phases of construction.		
<b>Hydrology and Water Quality</b>					
HYD-1 City's ordinances shall be incorporated for onsite drainage and stormwater management.	City Engineer, Project Manager	Prior to issuance of grading permits.	The City Engineer shall establish a phasing or sequencing of improvements needed for each development component.		
HYD-2 Design of on-site flood control facilities associated with development of the cultivation of medical marijuana facilities on the site shall be submitted to the City Engineer for review and approval prior to the issuance of grading permits.	City Engineer, Project Manager	Prior to issuance of grading permits.	The City Engineer shall establish a phasing or sequencing of improvements needed for each development component.		
HYD-3 Design of on-site flood control facilities associated with development of the cultivation of medical marijuana facilities on the site shall be submitted to the City Engineer for review and approval prior to the issuance of grading permits.	City Engineer, Project Manager	Prior to issuance of grading permits.	The City Engineer shall establish a phasing or sequencing of improvements needed for each development component.		
<b>Transportation/Traffic</b>					
TRA-1: The proposed project shall contribute to the off-site improvement at the intersection of SR-86S SB Ramps at Dillon Road through payment of a fair share contribution	City Engineer, Project Manager	Prior to issuance of grading permits	The City Engineer shall impose conditions of approval on each phase to ensure fair share participation for all traffic improvements necessary at project buildout		

**CITY OF COACHELLA**  
Development Services Department



FD# FPCUP1800028  
City# CUP280

1515 Sixth Street  
Coachella CA 92236  
(760) 398-3102  
(760) 398-5421 Fax

**Request for Agency Comments**

=CUP No. 280 (Modification No. 1)=

**Project Name:** Coachella Research Park #2

**Project Location:** 48451 Harrison Street  
APN (603-232-010)

**Case Numbers Assigned:** Conditional Use Permit No. 280 (Modification No. 1)  
Architectural Review No. 17-04 (Modification)  
Variance No. 18-05  
Development Agreement

**Applicant:** Bill Sanchez  
Desert Rock Development  
72-100 Magnesia Falls Drive, Ste. 2  
Rancho Mirage, CA 92270  
[bill@desertrockdev.com](mailto:bill@desertrockdev.com)

**Date:** October 29, 2018

The proposed project includes the following:

1. **Conditional Use Permit No. 280 (Modification No. 1)** to allow the development of a 505,520 square foot cannabis cultivation facility. At build out, the project will consist of 2 three-story indoor grow buildings totaling 98,520 square feet and four (4) one-story greenhouse buildings totaling 404,308 square feet with 668 parking spaces on 20 acres of partially-developed land in the M-W (Wrecking Yard) zone located at 48-451 Harrison Street.
2. **Architectural Review No. 17-04 (Modification)** to allow the development of a 505,520 square foot cultivation facility. At build out, the project will consist of 2 three-story indoor grow buildings totaling 98,520 square feet and four (4) one-story greenhouse buildings totaling 404,308 square feet with 668 parking spaces.
3. **Variance No. 18-05** to exceed the allowable 50-foot building height with exterior walls and roof parapets ranging from 54 feet to 61 feet in height.
4. **Desert Rock 2 Development Agreement** to set mutual benefits and duties between the City of Coachella and the landowner for payment of fees and vesting of land use and development entitlements and related matters.

# ITEM 14.a.

The City of Coachella is requesting comments regarding the project design with respect to:

- Physical impacts of the project on public resources, facilities and/or services;
- Recommended conditions that your agency believes would improve the design of the project within the scope of your agency's authority; or
- Recommended improvements to satisfy other regulations and concerns from which your agency is responsible.

Please respond in writing by **November 15, 2018**, so that we may include your input in the analysis and recommendations regarding this project. Please type or print legibly so that we may correctly include your comments.

Comments made by: Ymph Milick Date: 11-15-18  
Printed Name & Title: LUKE MILICK AFM  
Agency: DVC Telephone #: 760 863 1555

Please return your comments to:  
CITY OF COACHELLA  
Attn: Luis Lopez, Development Services Director  
Development Services Department  
1515 6th Street  
Coachella, CA 92236  
(760) 398-3102 (760) 398-5421 FAX



# CAL FIRE - RIVERSIDE UNIT RIVERSIDE COUNTY FIRE DEPARTMENT ITEM 14.a.

SHAWN C. NEWMAN - FIRE CHIEF

Office of the Fire Marshal (East)

77-933 Las Montanas Rd., Ste 201, Palm Desert, CA 92211

Bus: (760) 863-8886 ~ Fax: (760) 863-7072 ~ www.rvcfire.org

PROUDLY SERVING THE  
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AREAS OF RIVERSIDE  
COUNTY AND THE  
CITIES OF:

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- BEAUMONT
- CANYON LAKE
- COACHELLA
- DESERT HOT SPRINGS
- EASTVALE
- INDIAN WELLS
- INDIO
- JURUPA VALLEY
- LAKE ELSINORE
- LA QUINTA
- MENIFEE
- MORENO VALLEY
- NORCO
- PALM DESERT
- PERRIS
- RANCHO MIRAGE
- RUBIDOUX CSD
- SAN JACINTO
- TEMECULA
- WILDOMAR

### BOARD OF SUPERVISORS

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DISTRICT 4
- MARION ASHLEY  
DISTRICT 5

City of Coachella  
Attn:  
1515 6TH ST  
COACHELLA, CA 92236

November 15, 2018

<b>Project Name:</b>	Desert Rock 2 - Coachella Research Park #2 (CUP280)	<b>Permit Number:</b>	FPCUP1800028
<b>Project Address:</b>	48451 HARRISON ST COACHELLA, CA 92236	<b>Case Type:</b>	Fire Conditional Use Permit (F)
<b>APN(s):</b>	603232010	<b>Reviewer:</b>	Luke Milick
		<b>Review Number:</b>	2

Riverside County Fire Department (RVCFD) Office of the Fire Marshal (OFM) has reviewed the submitted plans for the referenced project and they are approved with the following conditions.

#### 015 - Fire

##### Fire

##### FIRE CONSTRUCTION PERMITS REQUIRED

Submittal to the Office of the Fire Marshal for development, construction, installation and operational use permitting will be required.

##### ACCESS

Fire Department emergency vehicle apparatus access road locations and design shall be in accordance with the California Fire Code, Riverside County Ordinance 460, Riverside County Ordinance 787, and Riverside County Fire Department Standards. Plans must be submitted to the Fire Department for review and approval prior to building permit issuance.

##### WATER

Fire Department water system(s) for fire protection shall be in accordance with the California Fire Code, Riverside County Ordinance 787 and Riverside County Fire Department Standards. Plans must be submitted to the Fire Department for review and approval prior to building permit issuance.

Construction shall remain accessible and exposed for inspection purposes until approved by the Fire Department. The approval of plans and specifications does not permit the violation, deletion, omission or faulty installation of any requirements of California Code of Regulations, Title 19, Title 24, and locally adopted ordinances.

Should you have additional questions, please contact me via phone at 760-393-3386 or email at [Luke.Milick@fire.ca.gov](mailto:Luke.Milick@fire.ca.gov).

  
\_\_\_\_\_  
Luke Milick  
AFM





# IID

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# ITEM 14.a.

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*Since 1911*

November 15, 2018

Mr. Luis Lopez  
Director  
Development Services Department  
City of Coachella  
1515 6th Street  
Coachella, CA 92236

SUBJECT: Coachella Research Park #2 (Cannabis Facility) in Coachella, CA

Dear Mr. Lopez:

On November 5, 2018 the Imperial Irrigation District received from the City of Coachella Development Services Department, a request for agency comments on the Coachella Research Park #2 project (CUP no. 280, AR no. 17-04, Variance no. 18-05), where the applicant, Bill Sanchez/Desert Rock Development, proposes the phased development of a 505,520 sq. ft. cannabis cultivation facility on 20 acres of partially developed land located at 48451 Harrison St. in Coachella, CA that at build out will consist of two (2) three-story indoor grow buildings totaling 98,520 sq. ft., four (4) one-story greenhouse buildings totaling 404,308 sq. ft. and 668 parking spaces.

The Imperial Irrigation District has reviewed the information and finds that the comment letters dated August 11, 2016 and September 26, 2017 issued on the preliminary site plan for the Coachella Research Development Park No. 2 and on the Notice of Intent to adopt a Mitigated Negative Declaration for the Desert Rock 2 Cannabis Project (the CRP #2 is related to this project), respectively, continue to apply (see attached letters).

Should you have any questions, please do not hesitate to contact me at (760) 482-3609 or at [dvargas@iid.com](mailto:dvargas@iid.com). Thank you for the opportunity to comment on this matter.

Respectfully,

Donald Vargas  
Compliance Administrator II

Kevin Kelley – General Manager  
Mike Pacheco – Manager, Water Dept.  
Enrique B. Martinez – Manager, Energy Dept.,  
Jamie Asbury – Deputy Manager, Energy Dept., Operations  
Vance Taylor – Asst. General Counsel  
Robert Laurie – Asst. General Counsel  
Enrique De Leon – Asst. Mgr., Energy Dept., Distr., Planning, Eng. & Customer Service  
Michael P. Kemp – Superintendent, Regulatory & Environmental Compliance  
Randy Gray – Supervisor, Real Estate

# ITEM 14.a.

**August 11, 2016 Imperial Irrigation District comment letter**





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August 11, 2016

Mr. Luis Lopez  
Director  
Development Services Department  
City of Coachella  
1515 6<sup>th</sup> Street  
Coachella, CA 92236

SUBJECT: Coachella Research & Develop Park No. 2 Project

Dear Mr. Lopez:

Pursuant to the City of Coachella Development Services Department's Request for Agency Comments on the preliminary site plans for the Coachella Research & Develop Park No. 2 project, where the applicant, Michael Meade/Desert Rock Development Mutual, LLC; is proposing a medical cannabis cultivation facility complex on 20 acres of partially developed land located at 48-451 Harrison Street in Coachella, CA involving the construction of 22 industrial buildings for cultivation/processing operations in various sizes, for a total of 833, 829 sq. ft. of new leasable industrial floor space; the Imperial Irrigation District has reviewed the site plans and has the following comments:

1. Based on the information provided, IID has performed a preliminary assessment of the project and found the impacts to the district's electrical infrastructure to be significant, increasing the electrical demand on the IID's system.
2. Although IID has received preliminary project information to perform an impact assessment, the district will not begin any engineering or estimate costs to provide permanent power for the project until the owner applies for electrical service and the project's detailed loading information is provided.
3. Once the applicant provides the district with the project's detailed loading and panel size information, IID can carry out a more thorough assessment to determine the specific requirements to supply power to the project. Nevertheless, additional IID electrical infrastructure will be required to be upgraded or augmented to provide service for this project.
4. Developers in this particularly critical area are required to commit in writing to the acquisition of a substation site for IID prior to the commencement of grading for their developments. IID requires a minimum of 315' by 315' substation site. Site requirements include grading, fencing, applicable permits, zoning changes, environmental documentation, landscaping (if required by the City of Coachella), and access rights for ingress and egress to power line facilities and all rights-of-way and easements for the substation and for the transmission line extension route, all of which are at the expense

# ITEM 14.a.

Luis Lopez  
August 11, 2016  
Page 2

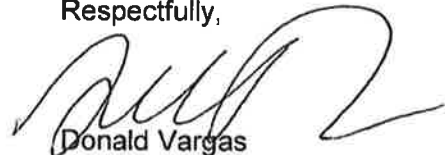
- of the developers in the area. The proposed substation site and transmission route/right-of-way and easements should be addressed in the project environmental documents.
5. Please see attached *will serve* letter dated July 12, 2016 sent to the applicant notifying same of the Substation site required along with other IID requirements.
  6. Temporary power to the project site is available from existing distribution lines during the construction phase only.
  7. The applicant should be advised to contact IID Energy - La Quinta Division Customer Operations, 81-600 Avenue 58 La Quinta, CA 92253, at (760) 398-5841 for information regarding requirements to provide electrical service for the project. Additional assistance can also be provided by Mr. Rosalinda Escobedo ([rescobedo@IID.com](mailto:rescobedo@IID.com)), IID Project Manager, at 760-398-5821.
  8. It is important to note that it is IID's policy to extend its electrical facilities only to those developments that have obtained the approval of a city or county planning commission or such other governmental authority or decision-making body having jurisdiction over said developments.
  9. The applicant will be required to provide rights-of-way and easements for any power line extensions needed to serve the project.
  10. The applicant will be required to provide rights-of-way and easements for any power line extensions needed to serve the project.
  11. Line extensions to serve the project will be made in accordance with IID Regulations:
    - No. 2 (<http://www.iid.com/home/showdocument?id=2540>),
    - No. 13 (<http://www.iid.com/home/showdocument?id=2553>) and
    - No. 15 (<http://www.iid.com/home/showdocument?id=2555>).
  12. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion can be found at the following IID website: <http://www.iid.com/home/showdocument?id=3306>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements.
  13. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully mitigated. **Any and all mitigation necessary as a**

Luis Lopez  
August 11, 2016  
Page 3

**result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.**

Should you have any questions, please do not hesitate to contact me at 760-482-3609 or at [dvargas@iid.com](mailto:dvargas@iid.com). Thank you for the opportunity to comment on this matter.

Respectfully,



Donald Vargas  
Environmental Regulatory  
Compliance Administrator

Enclosure

Kevin Kelley – General Manager  
Mike Pacheco – Manager, Water Dept.  
Vicken Kasarjian – Manager, Energy Dept.  
Jamie Asbury – Deputy Energy Manager, Critical Business & Regulatory Affairs  
Vance Taylor – Asst. General Counsel  
Robert Laurie – Asst. General Counsel  
Jesse Montaño – Transmission, Planning and Engineering Oversight  
Samuel E. Singh – Supt. Customer Project Development, Energy Dept.  
Michael P. Kemp – Superintendent, Real Estate & Environmental Compliance  
Harold Walk Jr. – Supervisor, Real Estate  
Randy Gray – ROW Agent, Real Estate

# ITEM 14.a.



# IID

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July 12, 2016

**EMAILED & MAILED**

Michael Meade  
DESERT ROCK DEVELOPMENT  
P.O. Box 754  
Rancho Mirage, CA 92270

Subject: Terrace Partners LLC/Desert Rock Development in Coachella, CA (Revised will serve letter)

Dear Mr. Meade:

Reference is made to your request dated May 25, 2016 for a "will serve" letter for your proposed development. The Imperial Irrigation District (IID) policy is to extend its electrical facilities to the development(s) that have obtained the approval of the City or County Planning Commission or such other governmental authority having jurisdiction over said developments. In addition, easements and rights-of-way must be provided where required.

Line extensions to serve this facility will be made in accordance with IID Regulation No. 15 and Regulation No. 2 (copies enclosed). In accordance with our regulations, and provided the conditions described are fulfilled, electrical service is available for the location mentioned in the subject line above.

Based on the information that was provided to IID, a "Plan of Service" for the above referenced project, has been established. The basis for this determination is supported by the results of the loading and feasibility study, which IID conducted to serve the undeveloped areas along Avenue 48 and Harrison Street.

The IID has concluded that we can extend electrical facilities to serve your facility under the following conditions:

1. IID will accommodate the power request of 2,000 kw for this facility.
2. Any additional power requirements are subject to a new primary distribution feeder from a neighboring substation. The customer should be advised that the expense for new primary distribution feeder(s) shall be borne by the developer. In addition, the developer would be responsible for new electrical infrastructure including distribution system upgrades consisting of new line extensions and/or reconfiguration of existing IID facilities.

Mr. Michael Meade  
 July 12, 2016  
 Page 2

3. The developer should be advised that any subsequent phases or additional load may also generate the need for a new substation. The substation site must be secured prior to the IID being able to provide service for the entire project. Based on early analysis of the entire development IID has been able to determine that, at full buildout, a substation would be required. A minimum dimensioned site of 315' x 315' would be required by the developer(s) in the area. Additional requirements including, grading, fencing, permitting, zoning, environmental issues and any City requirements would be relayed in future discussions. Additionally, all easements and rights-of-way for the necessary substation and transmission line extensions would be at the expense of the developer(s) in the area.
4. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include, but are not limited to, electrical utility substations, electrical transmission and distribution lines, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, along with an environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully mitigated. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

The IID has reviewed your preliminary construction schedule for Phase 1 starting approximately October 1, 2016 and Phase 2 by January of 2017. The IID is available to meet with the project proponent to lay out a detailed project plan and plan of service study for Avenue 48 and Harrison Street undeveloped areas.

**The duration of this will serve letter will be valid for six months from the original date issued on June 23, 2016. A new capacity assessment may need to be conducted on or after December 23, 2016.**

If I may be of further assistance, please contact me at (760) 482-3425 or Rosalinda Escobedo, Project Manager at (760) 398-5821.

Sincerely,



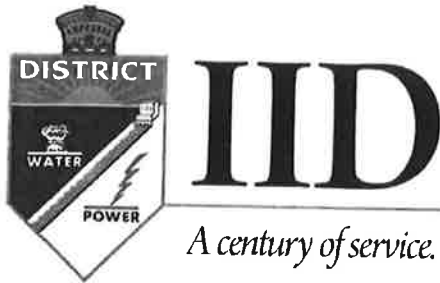
SAMUEL E. SINGH  
 Superintendent Interim  
 Customer Operations and Planning  
 Energy Services

SES  
 Enclosure:

cc: Enrique De Leon  
 Guillermo Barraza  
 Rosalinda Escobedo  
 Marco Bautista

# ITEM 14.a.

**September 26, 2017 Imperial Irrigation District comment letter**



September 26, 2017

Mr. Luis Lopez  
 Director  
 Development Services Department  
 City of Coachella  
 1515 6th Street  
 Coachella, CA 92236

SUBJECT: Desert Rock 2 Cannabis Cultivation Facility NOI to Adopt an MND, CUP No. 280,  
 Coachella, CA

Dear Mr. Lopez:

Pursuant to the City of Coachella Development Services Department's Notice of Intent to Adopt a Mitigated Negative Declaration for the Desert Rock 2 Cannabis Cultivation Facility project (Conditional Use Permit no. 280), where the applicant, Michael Meade/Desert Rock Development, proposes the development of a 740,880 sq. ft. indoor marijuana cultivation campus on 20 acres of partially-developed land located at 48451 Harrison St. in Coachella, CA consisting of sixteen three-story buildings, 1031 on-site parking spaces and includes a 0.94-acre detention basin located along the eastern boundary of the site; the Imperial Irrigation District has reviewed the information and has the following comments:

1. The environmental analysis does not address, even conceptually, the level of adequacy of the existing electrical utility infrastructure to service the project; neither in the Project Description section nor in the XVII *Utilities and Services Systems* section of the Initial Study. Electrical service is a factor of utmost importance in the implementation and success of any new project. The deficient assessment of a project's potential impact on this resource could adversely affect the capability of the district to provide electrical service in an efficient and timely manner.
2. An IID *Will Serve* letter dated March 23, 2017 (see attached letter) was issued in response to the applicant's formal service request related to a preliminary version of the project. It is important to note that, as a result of the feasibility study to serve Avenue 48 and Harrison Street area, Section I of the letter, titled "Temporary Plan of Service from existing facilities", is no longer valid.
3. The applicant should be advised to contact the IID Energy - La Quinta Division Customer Operations, 81-600 Avenue 58 La Quinta, CA 92253, at (760) 398-5841 and speak with the area's project manager, Mr. Carlos Puente, to initiate the customer service application process. Mr. Puente can also be reached at 760-398-5837 or by email at [Cpuente@iid.com](mailto:Cpuente@iid.com).
4. IID will not begin any engineering or estimate costs to provide service until the owner submits an application (available at <http://www.iid.com/home/showdocument?id=12923>)

# ITEM 14.a.

Luis Lopez  
September 26, 2017  
Page 2

- and detailed loading information, project schedule and estimated in-service date are provided.
5. Once the applicant provides the district with the required information, IID can carry out a more thorough assessment to determine the specific requirements to supply electrical service to the project including but not limited to those stated in section II titled "Permanent Plan of Service" of IID's March 23, 2017 *Will Serve* Letter. Likewise, IID will determine the availability of temporary construction power from existing power lines based on load information and construction schedules and or phasing.
  6. However, based on the information provided, IID has performed a preliminary assessment of the project and has determined that there is a substantial impact to the IID electrical system within the area.
  7. It is anticipated that the additional power load requirement of the proposed project will necessitate the acquisition, design and construction of two (2) new substations in the vicinity of the project. IID will require a minimum of 315' by 500' per substation site. The sites, including grading, fencing, applicable permits, zoning changes, environmental documentation, landscaping (if required by the City of Coachella), access rights for ingress and egress to power line facilities and all rights-of-way and easements for the substations, transmission line extension routes and new transmission corridors to serve the substations, are at the expense of the developers in the area. The proposed substation sites and transmission route/right-of-way and easements should be addressed in the projects' environmental documents.
  8. It is important to note that IID's policy is to extend its electrical facilities only to those developments that have obtained the approval of a city or county planning commission or such other governmental authority or decision-making body having jurisdiction over said developments.
  9. The applicant will be required to provide rights-of-way and easements for any power line extensions needed to serve the project.
  10. Line extensions to serve the project will be made in accordance with IID Regulations:  
No. 2 (<http://www.iid.com/home/showdocument?id=2540>),  
No. 13 (<http://www.iid.com/home/showdocument?id=2553>),  
No. 15 (<http://www.iid.com/home/showdocument?id=2555>) and  
No. 20 (<http://www.iid.com/home/showdocument?id=2560>).
  11. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion are available at <http://www.iid.com/home/showdocument?id=3306>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements.

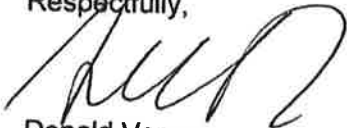


Luis Lopez  
September 26, 2017  
Page 3

12. Relocation of existing IID facilities to accommodate the project will be deemed developer-driven and all costs, as well as, securing of easements for relocated facilities shall be borne by the applicant.
13. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully mitigated. **Any mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.**
14. The applicant will be required to provide and bear all costs for rights of way, easements and infrastructure relocations deemed necessary to accommodate street or road improvements imposed by the municipality to address the implementation of the project.
15. Applicant should be advised that landscaping can be dangerous if items are planted too close to IID's electrical equipment. In the event of an outage, or equipment failure, it is vital that IID personnel have immediate and safe access to its equipment to make the needed repairs. For public safety, and that of the electrical workers, it is important to adhere to standards that limit landscaping around electrical facilities. For more information, guidelines are available at <http://www.iid.com/energy/safety/landscape-guidelines>.

Should you have any questions, please do not hesitate to contact me at (760) 482-3609 or at [dvargas@iid.com](mailto:dvargas@iid.com). Thank you for the opportunity to comment on this matter.

Respectfully,



Donald Vargas  
Compliance Administrator II

Kevin Kelley – General Manager  
Mike Pacheco – Manager, Water Dept.  
Vicken Kasarjian – Manager, Energy Dept.  
Charles Allegranza – Manager, Energy Dept., Operations  
Jamie Asbury – Deputy Manager, Energy Dept., Operations  
Vance Taylor – Asst. General Counsel  
Robert Laurie – Asst. General Counsel  
Carlos Vasquez - Planning and Engineering Manager, Energy Dept.  
Jesse Montaño – Transmission, Planning and Engineering Oversight  
Enrique De Leon – Asst. Mgr., Energy Dept., Distr., Planning, Eng. & Customer Service  
Michael P. Kemp – Superintendent, Real Estate & Environmental Compliance  
Harold Waik Jr. – Supervisor, Real Estate Randy Gray – ROW Agent, Real Estate  
Randy Gray – ROW Agent, Real Estate

# ITEM 14.a.



# IID

*A century of service.*

www.iid.com

March 23, 2017

Jason Hernandez  
Desert Energy Solutions Strategy  
P.O Box 733  
Coachella, CA 92236

Subject: Revised Will Serve letter dated March 21, 2017 for MW Zone- City of Coachella, California 92236

Dear Mr. Hernandez:

The purpose of this letter is to revise Will Serve letter dated March 21, 2017 for the MW Zone - City of Coachella located on Avenue 48, east of Grapefruit Blvd, north of Avenue 50 and Harrison Street.

The Imperial Irrigation District (IID) has a policy to extend its electrical facilities to developments that have obtained approval from the City or County Planning Commission or such other governmental authority having jurisdiction over said developments.

Based on the preliminary information provided to the IID, and as a result of the completion of the loading and feasibility study to serve the area of Avenue 48 and Harrison Street, IID has concluded that it can extend electrical facilities to serve your project.

Based on the analysis conducted, IID offers the following Plan of Service:

**I. Temporary Plan of Service from existing facilities:**

1. IID can accommodate 6.0 MW from existing facilities as per Will Serve letters dated July 12, 2016, and December 9, 2016
2. IID can accommodate a load of 5.0 MW by installing a new distribution line extension from Van Buren substation to your development, as per Will Serve letter dated December 9, 2016. Developer shall bear all costs associated with the construction of this distribution feeder.

March 23, 2017  
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**II. Permanent Plan of Service:**

It is being determined that based on the information provided, any additional capacity beyond the temporary plan of service, will require at least two substations, transmission line extensions of 230, 92 kV and overhead and underground distribution line extensions as part of the Permanent Plan of Service as follows:

1. Substation # 1 - Distribution Substation: (3)-40 MVA transformers, 92/13.2 kV from existing transmission 92 kV "CI" line. It is anticipated that the additional power load requirement of the proposed projects in the area will require the acquisition, construction of a new substation (in the vicinity of Harrison Street and Avenue 48), all of which are at the expense of the developer(s) in the area. A minimum-dimensioned site of 315' by 500' substation site that is satisfactory to IID will be required from the developer(s) in the area. The substation site proposed dimensions are not taking in consideration any catch basing or any other Storm Water improvement. All setbacks, rights-of-ways, sidewalks, berms, public utility easements, catch basins, etc. are considered off-site improvements, and shall not be within the substation set aside area. It is the developer(s) responsibility to include the substation's storm water plans and mitigations as part of the development's overall plan. Additional requirements such as environmental compliance documentation, landscaping (if required by the City), all rights-of-way and easements for the substation, transmission lines distribution backbones and line extensions, all of which are at the expense of the developer(s) in the area.
2. Existing 92kV electrical transmission lines may need to be reconfigured and/or upgraded to serve the said Substation # 1. IID will require that additional rights-of-way be provided for all relocation and/or upgrade of existing transmission lines as well as new transmission lines needed to serve this area. Additionally, the developer shall bear all costs associated with the construction of any additional transmission lines needed to extend electrical service to the proposed development.
3. Underground infrastructure that includes trenching, conduits, pull boxes, switch boxes and pads should be installed following IID approved plans. Physical field installation of underground infrastructures should be verified and approved by an IID inspector prior to cable installation as per IID Developer's Guide.

# ITEM 14.a.

March 23, 2017

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4. Per customer request, "Primary Metering Service" (12.47 kV 3 phase) will be delivered to each of the parcels within the zone.
5. Prior to forecasting or reaching to a loading of 80 MW at Substation # 1, the second Substation (Substation # 2), 230 kV and 92 kV Transmission line corridors will need to be built and fully operational prior to IID providing the permanent Plan of Service.
6. Substation # 2 – Switching Station/ Distribution Substation: (1) 300 MVA 230/92 kV and (3)-40 MVA transformers, 92/13.2 kV. It is anticipated that the additional power load requirement of the proposed projects in the area will require the acquisition, construction of a second substation (Substation # 2), in the vicinity of Harrison Street and Avenue 48, all of which are at the expense of the developer(s) in the area. A minimum-dimensioned site of 350' by 625' substation site that is satisfactory to IID will be required from the developer(s) in the area. The substation site proposed dimensions are not taking in consideration any catch basing or any other Storm Water improvement. All setbacks, rights-of-ways, sidewalks, berms, public utility easements, catch basins, etc. are considered off-site improvements, and shall not be within the substation set aside area. It is the developer(s) responsibility to include the substation's storm water plans and mitigations as part of the development's overall plan. Additional requirements such as environmental compliance documentation, landscaping (if required by the City), all rights-of-way and easements for the substation, transmission lines, distribution backbones and distribution line extensions, all of which are at the expense of the developer(s) in the area.
7. A new transmission corridor with 2-230 kV lines will need to be extended from Coachella Valley substation to the proposed /approved substation # 2 site. Additional requirements such as environmental compliance documentation, landscaping (if required by the City), all rights-of-way and easements for the transmission and distribution line extensions, all of which are at the expense of the developer(s) in the area.
8. Developer shall bear all costs associated with the construction of the new Switching Station, Distribution Substations and new transmission lines needed to bring electrical service to said substations in addition to any distribution backbones overhead and/ or underground and distribution line extensions/ upgrades needed to extend electrical service to the proposed development.

PECVWSL-1705

March 23, 2017

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9. Distribution line extensions to serve your development will be made in accordance with IID Regulation No. 15, Regulation No. 2 and Regulation No. 13. The final cost will be determined once the developer /builder submits a Customer Service Proposal application and design is completed.
10. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). The IID Real Estate Section should be contacted at (760) 339-9239 for additional information.
11. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully mitigated. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

In the event of unforeseen developments and/or if your project is not completed in a timely manner, other projects could impact existing resources which could affect IID's ability to serve this load.

If you have any questions, please do not hesitate to contact me directly at 760-398-5863 or Jose Gerardo, Project Coordinator at (760) 398-5823. We look forward to working closely with you to facilitate the success of your project.

Sincerely,



Guillermo Barraza

Superintendent, Customer Operations and Planning

CC: Mr. Enrique De Leon, Superintendent, Distribution System Planning and Engineering  
Mr. Jose Gerardo, Project Coordinator

PECVWSL-1705



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

City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

Attention: City Clerk

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

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_\_ (\_\_\_\_<sup>th</sup>) day of \_\_\_\_\_, 2018 (the "Execution Date"), by and between the **CITY OF COACHELLA, a California municipal corporation** (the "City") and **DESERT ROCK DEVELOPMENT, LLC, a California limited liability company** ("Owner"). The City and Owner are sometimes collectively referenced herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

**RECITALS**

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

DESERT ROCK DEVELOPMENT/COACHELLA DEVELOPMENT AGREEMENT—C II

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# ITEM 14.a.

- D. Owner currently owns a fee simple interest in real property considered in this Agreement, which has a development area approximately 20 acres in size, located at 48451 Harrison Street, City of Coachella, County of Riverside, State of California (the "Site"). The Site is identified as Assessor's Parcel Number 603-232-010 and is more fully described in **Exhibit A** and shown on the map in **Exhibit B**, both exhibits being attached hereto and incorporated herein by this reference.
- E. Presently, Owner intends to: (i) record a parcel map and one or more condominium plans on the Site in order to facilitate the development of a set of buildings and which will allow for the development, joint venture or sale of all or portions of the Site and the buildings thereon to successor owners, and (ii) enter into one or more leases (including permitted subleases pursuant to the leases) of the Site or portions thereof with California nonprofit corporations and/or other authorized corporations or entities as allowed by law ("Tenant" or "Tenants") that are duly formed under California law or otherwise authorized to do business in California for the purpose of cannabis production which shall include, but not be limited to, facilities in which cannabis is planted, grown, harvested, dried, cured, graded, trimmed, extracted, manufactured into cannabis products, distributed, or transported, or that does all or any combination of those activities ("Commercial Cannabis Activity"). For purposes of this Agreement, "Commercial Cannabis Activity" shall not include any cannabis retail business type where cannabis is sold directly to individual consumers. Such Commercial Cannabis Activity facilities shall operate in accordance with the California State Compassionate Use Act (Health & Safety Code § 11362.5) ("CUA"), the Medical Marijuana Program Act (Health & Safety Code §§ 11362.7 *et seq.*) ("MMP"), the Control, Regulate and Tax Adult Use of Marijuana Act of 2016 ("AUMA"), and the Medicinal and Adult Use Regulation and Safety Act ("MAUCRSA"), as amended or superseded including, regulations promulgated thereunder, and any additional California state law related to Commercial Cannabis Activity (collectively "State Cannabis Law"). Owner and Tenants shall collectively be referred to in this Agreement as "Developers". Prior to operating a Commercial Cannabis Activity facility, Developers shall be required to obtain a Commercial Cannabis Activity regulatory permit from City pursuant to City ordinance.
- F. Developers shall obtain all required state licenses issued under State Cannabis Law.
- G. On or about October 25, 2017, the City approved Tentative Parcel Map 37266 (TPM), a Conditional Use Permit, designated (CUP #280) ("CUP"), and Architectural Review (AR #17-04) ("AR"). An Environmental Initial Study recommending the adoption of a Mitigated Negative Declaration (EA #17-02) ("EA") was prepared and distributed to responsible agencies for review and comment pursuant to the guidelines of the California Environmental Quality Act ("CEQA"). On October 25,



2017 the City also adopted a Mitigated Negative Declaration (MND) addressing the environmental impacts of the foregoing entitlements. On August 1, 2018, Developers applied to City for this Agreement along with Modification No. 1 to Conditional Use Permit No. 280 and Architectural Review 17-04. An application for a Variance (Variance No. 18-05) was also submitted that proposes to exceed the 50 foot height limit in the M-W zone. An addendum to EA 17-02 has also been prepared that analyzes the proposed project modifications, development agreement and variance application. This Agreement, the CUP and AR modifications, EA addendum, MND, Development Agreement, Variance and TPM shall collectively be referred to as the “Project Approvals”.

- H. Developers presently intend to develop and open Commercial Cannabis Activity facilities and related general office facilities (collectively, “Commercial Cannabis Activity Facility”) on the Site consistent with State Cannabis Law, all other applicable California law, and the Project Approvals (known as the “Project”).
- I. The Project will include planting, growing, cultivating, harvesting, processing, drying, trimming, extracting, and manufacturing of cannabis products and distribution of same under State Cannabis Law, but would not include the retail sale to individuals at the Site.
- J. The Project will consist of a total planning area of approximately 20 acres. Known as the Coachella Research & Development Park II, the Project is designed to integrate seamlessly into the City of Coachella’s General Plan Goals and Policies for Industrial Districts, including the latest provisions for Commercial Cannabis Activity. The Project will include 6 buildings (totaling approximately 505,520 square feet) which will result in 98,520 square feet of indoor grow building area and 407,000 square feet of greenhouse building area, together with common parking, landscaping and security fencing.
- K. On January 27, 2016, City adopted Ordinances 1083 and 1084 permitting Commercial Cannabis Activity Facilities in strict compliance with the State Cannabis Laws under certain conditions and provisions. The City has since updated and will continue to update its local cannabis laws in light of changing circumstances, City Council direction, and updates in State Cannabis Law.
- L. On November 8, 2016 California voters approved Proposition 64 or AUMA, and in 2017, the Governor of California signed MAUCRSA into law. The Parties intend through this Agreement that Developers shall have the right to conduct Commercial Cannabis Activity and operate Commercial Cannabis Activity Facilities, as such terms are defined herein and as allowed by State Cannabis Law (including AUMA

# ITEM 14.a.

and MAUCRSA) or any other law or initiative adopted in California, including local Ordinance, pertaining to Commercial Cannabis Activity.

- M. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City a quarterly production/facility fee based on the Flowering Room or Flowering Space square footage or gross receipts of all Cultivation (whichever is greater), a quarterly production fee based on gross receipts for Manufacturing at the Site, and a quarterly distribution fee based on the gross receipts of all Distribution from the Site, as hereinafter defined.
- N. All procedures of CEQA, California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied based on an addendum to the initial study as a result of which certain additional focused studies evaluating the environmental impacts of the Project have been completed and the City has made certain findings and determinations that this Agreement and the Project can be supported by a Mitigated Negative Declaration in compliance with the requirements of CEQA.
- O. City has provided proper public notice of its intent to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code section 65867 and Municipal Code Chapter 17.100. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances.
- P. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present City Council members, that this Agreement will serve to bind City and future City Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City staff, the Planning Commission, and the City Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety, and welfare are best served by entering into this Agreement. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights given in this Agreement. The City Council specifically finds that

this Agreement satisfies each and every one of the required findings in Municipal Code Section 17.100.070.

- Q. The City agrees that Developers' land use entitlements for the Project shall vest for the term of this Agreement as described below, including, but not limited to, the right to cultivate, manufacture, process, transport and distribute cannabis in compliance with State Cannabis Law and local ordinances.
- R. After conducting a duly noticed hearing on October 4, 2017, in conjunction with Section 17.100.060 of the City's Municipal Code, the Planning Commission of the City reviewed, considered and recommended for approval CUP #280 and AR #17-04; a contingency with regard to this Agreement. The City Council reviewed, considered, and approved CUP #280, AR #17-04 and Tentative Parcel Map 37266 on October 25, 2017. The Planning Commission and City Council found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the Coachella Auto Wrecking (M-W) Zone; is in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City.
- S. After conducting a duly noticed hearing on November 7, 2018, the Planning Commission adopted Resolution No. \_\_\_\_\_ recommending approval of the execution of this Agreement to City Council.
- T. After conducting a duly noticed hearing on \_\_\_\_\_, 2018, in conjunction with Section 17.100.070 of the City's Municipal Code, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the Coachella Auto Wrecking (M-W) Zone; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Coachella and its residents.

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

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided

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and exhibits referenced therein. This Agreement pertains to the Site as described in Exhibit A and shown in Exhibit B. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Riverside County Recorder. The word “Owner” as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or orientation of any Site component specified above be changed in minor respects, e.g., changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors after any such minor change shall remain as provided herein.

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

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

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

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

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

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Developers, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

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

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

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

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

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

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

# ITEM 14.a.

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

4.1 Certified Report. “Certified Report” shall mean a detailed document prepared by Owner on a form acceptable to the City’s Director of Finance to report to City of the cultivation, processing, production, distribution and sales by Tenants or owner-occupiers in the Project during each Operational Quarter, as defined herein. Each Certified Report shall be certified as true and correct by a duly-authorized officer of Owner. City may also require certification by any owner-occupier, as applicable.

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

4.2.1 Cultivation. As applicable:

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

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

means an area or room within a Greenhouse where cannabis plants that have reached a specific stage of growth are moved to encourage flowering.

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

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

4.4 Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require all Tenant(s) to certify that Tenant(s) are not income tax exempt under State or Federal Law and will not file for such an exemption.

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

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

4.7 Land Use Regulations. “Land Use Regulations” shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the

# ITEM 14.a.

Project. “Land Use Regulations” do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

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

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

4.7.3 The control and abatement of nuisances;

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

4.7.5 The exercise of the power of eminent domain.

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

## 5. Fee Payments.

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

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



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

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

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

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

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

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

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

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

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

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

7.3 Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "Indemnified Parties") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation,

consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Developers, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

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

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

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

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

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

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

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

## 9. Effect of Agreement.

9.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth

in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

9.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referenda, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project during the Term as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

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

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

## 10. Specific Criteria Applicable to Development of the Project.

10.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of

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general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

10.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 5; or (v) it is otherwise expressly permitted by this Agreement. The City has adopted Operating Standards that govern this type of use, which regulations, and any amendments thereto adopted after the Execution Date which are permitted under Section 8.2 above, shall apply to the Project.

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

## 11. Permitted Delays; Supersedure by Subsequent Laws.

11.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-

governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, “Laws”), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

#### 11.2 Supersedure of Subsequent Laws or Judicial Action.

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

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

#### 12. Operating Memoranda and Administrative Variations.

12.1 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is

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anticipated due to the term of this Agreement that refinements and minor changes to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda (“Operating Memoranda”) approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any operating Memoranda hereunder without further City Council action.

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

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

15. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this



Agreement (“Assignable Rights”) to a third party, a subordinate entity, or a related entity (make an “Assignment”) without the prior written consent of City in each instance, which consent may be withheld in the City’s sole discretion. Any assignment in violation of this Section will be void.

16. Review for Compliance.

16.1 Periodic Review. Pursuant to California Government Code section 65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the Execution Date, in order to ascertain Owner’s good faith compliance with its terms (the “Periodic Review”). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

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

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

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

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

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

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Attention: City Manager

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

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

**If to Owner:**

Desert Rock Development, LLC  
72-100 Magnesia Falls, Ste. 2  
Rancho Mirage, CA 92270  
Attention: Michael Meade

With copy to: Dan Olivier, Esq.

41-750 Rancho Las Palmas Dr.  
Bldg. H  
Rancho Mirage, CA 92270

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

21. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within fourteen (14) calendar days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within seven (7) calendar days after receipt of the notice of default thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such

Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

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

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

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

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

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

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

28. Encumbrances on Real Property.

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

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

28.3 Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether

pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

28.4 Mortgagee Not Obligated. Notwithstanding the provisions of Section 28.2, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

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

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

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

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

32. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Site or any portion thereof and all successors to the Parties (collectively, "Successors").

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

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

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

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

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

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

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

39. Jointly Drafted. It is agreed among the Parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties

that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

40. Independent Legal Counsel. Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

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

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

*[Signatures on following pages]*

# ITEM 14.a.

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

**“CITY”**

CITY OF COACHELLA, CA  
a California Municipal Corporation

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

By: \_\_\_\_\_  
Steven Hernandez  
Mayor

Attest:

By: \_\_\_\_\_  
Angela M. Zepeda  
City Clerk

*Approved as to form:*

Best, Best & Krieger, LLP

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

**“OWNER”**

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

Desert Rock Development, LLC  
a California limited liability company

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



Exhibit "A"

Legal Description

(see attached)

# ITEM 14.a.

Exhibit "B"

Map

(see attached)

**ACKNOWLEDGEMENT**

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

STATE OF CALIFORNIA            }  
COUNTY OF \_\_\_\_\_ }

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

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

# ITEM 14.a.

## ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA            }  
COUNTY OF \_\_\_\_\_        }

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

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary